

Journ of Jountville

"The Heart of the Napa Valley"

TOWN OF YOUNTVILLE

YOUNTVILLE EMPLOYEE'S ASSOCIATION MID-MANAGEMENT AND PROFESSIONAL UNIT

MEMORANDUM OF UNDERSTANDING

For Period: July 1, 2018 to June 30, 2021

TOWN OF YOUNTVILLE MEMORANDUM OF UNDERSTANDING

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TOWN OF YOUNTVILLE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum" or "MOU") is an agreement between the Town of Yountville hereinafter referred to as "Town", and the Yountville Employee Association (YEA) Mid Management Professional Unit (MMP).

PURPOSE

The purpose of this agreement is to promote the mutual interests of the Town and the employees, and to provide for the operation of the Town's facilities under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy and efficiency of operations, elimination of waste, realization of optimum quality and quantity of product and/or service, cleanliness of facilities and protection of property.

SECTION 1 – UNIT RECOGNITION

The Yountville Employees' Association Mid Management Professional Unit, a recognized employee organization, and the Town of Yountville, a public agency, have been meeting and conferring consistent with Section 3500 of the California Government Code and have reached agreement.

The Town recognizes the Yountville Employee Association Mid Management Professional Unit hereafter as "Association" as the mid management professional employees representative of permanent employees employed in the job classifications attached as Appendix "A".

The scope of representation shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

It is the intent and purpose of this Memorandum to set forth the total and complete understanding and agreement regarding wages, hours, and terms and conditions of employment. All present rules, employee rights, privileges, and benefits shall remain in effect unless specifically altered by the provisions of this Memorandum of Understanding.

Association/Unit Security and Rights

Both parties agree that the designated Association/Unit representatives shall have reasonable access to bargaining unit employees. All designated Association/Unit representatives are required to check in with Town management prior to visiting with employees during working hours or on Town owned facilities. The Association/Unit agrees to make good faith efforts not to disrupt the normal business operations of the Town. The Association/Unit agrees to notify the Town's designated Employee Relations Officer in writing within thirty (30) days of any changes in its officers, stewards, mailing addresses or other information relating to employee relations.

Expectations for FLSA Exempt Employees

General Office Hours

FLSA-exempt employees are paid on a salary basis and provided with additional administrative leave time. FLSA-Exempt employees are expected to put the hours and work effort in that is necessary to do the job. This may mean sometimes those exempt employees may take work home, come in early or stay late based on work load needs and project completion deadlines. FLSA exempt employees have more flexibility with their work schedule than non-exempt employees. Exempt employee work schedule flexibility is defined by several significant factors: 1) that employees are getting the job "done right" in a timely and appropriate manner; 2) meeting project completion deadlines and established service delivery dates, 3) available to interact with the public, other town staff and external partners as necessary for employee and them to conduct necessary business and 4) respectful and supportive of the Town's lean organizational staffing structure which often requires availability to shore up the administrative and clerical support staff as necessary and to support their work objectives, and 5) recognition that as a public agency there is the need for public accountability of staff resources and leave benefits provided to employees

Core office hours are the same as the facility in which the employee is based unless otherwise designated or approved by the supervisor or Town Manager. Town Hall is open Monday through Friday from 8 a.m. to 5 p.m. The Community Center is open from 7:30 a.m. to 5:30 p.m., Monday through Friday and some weekends which results in staggered employee working schedules as assigned by the Parks & Recreation Director. The Public Works Corporation Yard hours are Monday through Friday from 7:30 a.m. to 4:00 p.m.

Lunch and Breaks

Lunch hours are one hour with the understanding that there may be occasional extended lunch hours for business meetings, work or personal reasons/errands. However, this is not the normal as extended absences have operational impacts on other Town employees. Lunch hours should be taken between the time period of 11:30 a.m. and 2:00 p.m., unless there are exceptional circumstances. Additionally, it should not be the practice of employees to eat their lunch at their desk and then also take off for their normal lunch break.

Break Times: All employees are provided and encouraged to take a 15 minute break in the middle of each of their regular 4 hour morning or 4 hour afternoon work schedule. As a management level employee it is your responsibility to appropriate schedule and take periodic breaks.

Breaks and lunch time that are NOT TAKEN are not then owed employees and are not to be used as justification to extend the lunch hour or leave work early in lieu of not taking your break.

Flexible work schedules or temporary adjustments to your normal schedule require approval from employees' immediate supervisor and the Town Manager.

Council/Commission Meeting Attendance:

The Town recognizes that working a normal business day and then going into a 6 p.m. meeting that can last two (2) to four (4) hours makes for a long day. The Town encourages employees attending the Council meeting to take a meal or break before the start of the meeting so as to be rested and ready for a productive meeting. In support of this initiative employees may periodically take time away from the office from the normal office hours of 4:00 p.m. to 5:00 p.m. for a meal break prior to the start of the meeting.

Morning after meetings

Occasionally after longer evening meetings employees may adjust their morning start time to but are expected to be in the office by 9 a.m. This administrative flexibility is not meant to be used automatically after **each and every** meeting.

Administrative Leave:

Additional Administrative Leave time is provided in an amount determined by the Town Manager to FLSA Exempt employees in partial recognition that the demands and nature of their position requires additional work effort outside of the normal M-F 8 to 5 office hours. This additional work effort includes such things as attendance at council/commission meetings, external meetings, participation in conferences/workshops, community outreach efforts, and at times may require additional personal work effort on your part to meet work deadlines.

Administrative Leave time is an additional leave benefit in part to compensate for the additional "time" required to do the job the right way. Administrative Leave is not like comp-time or overtime which is earned on an hour for hour basis. Administrative leave is provided to employees annually for the body of work produced by the FLSA exempt employee and can be used at the employee's discretion consistent with leave policies. FLSA-Exempt employees are not eligible for overtime pay or compensatory time off.

Payroll Leave Reporting:

The Town utilizes the philosophy that an FLSA-exempt employee will be paid for 80 hours each payroll period and that only leave usage is reported from the sick leave bank, administrative leave bank, and vacation bank. It is each employee's responsibility to report your use of vacation, administrative, and sick leave usage on a payroll period basis.

Monitoring Work Hours

You are directed to carefully monitor your own work hours to ensure that you are complying with this memorandum. If you supervise employees, you should also carefully monitor the work hours of your subordinates. However, you are prohibited (or discouraged) from monitoring any other employee's work schedule as this is their direct supervisor's responsibility.

Voluntary Dues Deduction

Voluntary payroll deductions for Association/Unit membership dues shall be granted by the Town to the Association in accordance with the following terms:

Use of such dues deduction is at the discretion of the Association and shall be initiated by written request of the Association.

Payroll deductions shall be for a specific amount and uniform as between employee members of the Association. Payroll deductions shall be limited solely to membership dues and not for other sundry related programs, insurances, etc. Authorization, cancellation, or modification of payroll deduction shall be made upon forms provided or approved by the Town Manager or designee. The voluntary payroll deduction shall remain in effect until employment with the Town is terminated or until cancelled or otherwise modified by the employee through written notice to the Employee Relations Officer.

Employees may only authorize dues deductions for the Association/Unit certified as the recognized bargaining unit to which such employees are assigned. Any dues deduction authorization will automatically terminate in the event that the Unit's status as exclusive bargaining unit for the members terminates.

Amounts deducted and withheld by the Town shall be transmitted to the office or officer designated by the Association/Unit as authorized to receive such funds at the address specified by the Association/Unit representatives.

The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deduction herein authorized. All other required and/or employee authorized payroll deductions have priority over payment of Association dues should the paycheck not be sufficient to make all required deductions. When an employee is in a non-pay status for an entire pay-period, no withholdings will be made to cover that pay-period.

The Association/Unit shall indemnify, defend and hold harmless the Town against any claims, demands, lawsuits or any other actions initiated against the Town arising from compliance with any of the provisions of this article.

The Association shall refund to the Town within thirty (30) days any amounts paid to it in error upon presentation of supporting evidence by the Town. Conversely, the Town will correct payment for any amounts paid incorrectly to Association within thirty (30) days upon supporting documentation presented by the Association.

No Discrimination

There shall be no discrimination by the Town or Association/Unit in employment conditions or treatment of employees on the basis of membership or non-membership in the Association, or participation or non-participation in Association activities.

The Association shall not discriminate or restrict its membership based on race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, medical condition, disability, marital status, political opinion or affiliation.

<u>Town Rights</u>

The Town reserves, retains, and is vested with any management rights not expressly granted to the Unit by this agreement, including those rights as specified in the Town's Employer-Employee Relations Resolution (EERR).

Should the Town desire to exercise any of its rights, it will, except for cases of emergencies, give the Unit advance written notice of its intentions thereof and offer to meet and confer with the Unit's designated representatives

SECTION 2 - MISCELLANEOUS CHANGES

- Increase to eye reimbursement from \$400 to \$500 effective July 1, 2018
- Increase to gym reimbursement to \$50 Year two, July 1, 2019
- Elimination of "Compensatory Time" (CTO)
- Use January Consumer Price Index report rather than February

SECTION 3 - SALARIES AND OTHER COMPENSATION

- Effective July 1, 2018. A new salary range schedule shown as "Exhibit A" shall be implemented reflecting a 3.5% Cost of Living Adjustment.
- Effective July 1, 2019. Cost of Living Adjustment (COLA) adjustment (a minimum of 2.5% with a maximum of 3.5% actual CPI between 2.5% and 3.5%)
- Effective July 1, 2020. Cost of Living Adjustment (COLA) adjustment (a minimum of 2.5% with a maximum of 3.5% actual CPI between 2.5% and 3.5%)
- Reference Note: COLA is based on CPI index released by the Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, for the San Francisco/Oakland/San Jose area year ending percent change published for the month of January.
- Clean up of document under Certification Pay and Specific Assignment Pay.

Longevity Pay

Longevity pay shall be granted to any regular, full or part-time employee as follows: On employee's 10th Anniversary of continuous full time service, employee shall receive a 2.5% increase to their base salary. The base salary shall be increased by 2.5% every five years thereafter of continuous full time service.

Special Pay

- A) Assignment to another classification. An employee assigned by the Town Manager to perform substantially the same duties of a higher paid classification for five (5) days (40 hours) shall receive the rate of pay established for the salary step of the classification of the acting assignment that is a minimum of five percent (5%) greater than the amount the employee is then currently earning.
- B) Special Circumstances Situation Pay. An employee specifically assigned by the Town Manager through a written Payroll Transaction Form (PTF) and position job duties summary on a temporary or longer term basis to regularly perform work outside of the scope of the employee's permanent job classification but not performing substantially the duties of another job classification may receive Special Circumstances –Situation Pay at the discretion of the Town Manager. The Town Manager may assign a temporary pay increase rate between 2.5% and 10% depending on the nature of the work performed.

Specific Assignment Duty Pay

An employee so assigned by the Town Manger to an additional specific assignment shall receive additional monthly compensation for serving in such a capacity provided employee performs the duties as assigned.

Certification Pay Program

Public Works Employees who obtain and maintain qualified Water and /or Wastewater Treatment certificates issued by State Water Resource Control Board, or California Water Environment Association (CWA) shall receive certification pay in the amount as shown below:

An employee may only receive certificate pay for the highest certificate level obtained if the certificate has several levels available (i.e. if a Grade 3 is paid at that level and not Grade 2 and Grade 3). The Town reserves the right to establish a reasonable maximum per the number of certificate pay provided. Also, to facilitate employee development and succession planning, the Town reserves the right to approve certification pay outside of that which is required for the performance of the employee's current job duties if there is a benefit to the Town at the sole determination of the Town Manager.

	Certification Pay Schedule			
CP Code	Certificate	Amount		
CP 1	SWRCB Water Distribution Operator Certificate Grade D1	\$27.00		
CP 2	SWRCB Water Distribution Operator Certificate Grade D2	\$81.00		
CP 3	SWRCB Water Distribution Operator Certificate Grade D3	\$135.00		
CP 4	SWRCB Water Distribution Operator Certificate Grade D4	\$216.00		
CP 5	SWRCB Water Treatment Operator Certificate Grade T1	\$27.00		
CP 6	SWRCB Water Treatment Operator Certificate Grade T2	\$81.00		
CP 7	SWRCB Water Treatment Operator Certificate Grade T3	\$135.00		
CP 8	SWRCB Water Treatment Operator Certificate Grade T4	\$216.00		
CP 9	SWRCB Wastewater Treatment Operator Certificate Grade 1	\$54.00		

CP 10	SWRCB Wastewater Treatment Operator Certificate Grade 2	\$162.00		
CP 11	SWRCB Wastewater Treatment Operator Certificate Grade 3	\$216.00		
CP 12	SWRCB Wastewater Treatment Operator Certificate Grade 4 Determined B			
CP 13	CWEA Collection System Maintenance Grade 1	\$27.00		
CP 14	CWEA Collection System Maintenance Grade 2	\$81.00		
CP 15	CWEA Collection System Maintenance Grade 3	\$135.00		
CP 16	CWEA Collection System Maintenance Grade 4	Determined By TM		
CP 17	CWEA WW Treatment Plant Maintenance Grade 1	\$54.00		
CP 18	CWEA WW Treatment Plant Maintenance Grade 2	\$108.00		
CP 19	CWEA WW Treatment Plant Maintenance Grade 3	\$162.00		
CP 20	CWEA WW Treatment Plant Maintenance Grade 4	Determined By TM		
CP 21	CWEA WW Environmental Compliance Inspector Grade 1	\$27.00		
CP 22	CWEA WW Environmental Compliance Inspector Grade 2	\$81.00		
CP 23	CWEA WW Environmental Compliance Inspector Grade 3	\$135.00		
CP 24	CWEA WW Mechanical Technologist Grade 1	\$27.00		
CP 25	CWEA WW Mechanical Technologist Grade 2	\$81.00		
CP 26	CWEA WW Mechanical Technologist Grade 3	\$135.00		
CP 27	CWEA WW Laboratory Analyst Grade 1	\$16.20		
CP 28	CWEA WW Laboratory Analyst Grade 2	\$37.80		
CP 29	CWEA WW Laboratory Analyst Grade 3	\$54.00		
	PARKS & FACILITIES			
CP 30	Playground Inspection Certificate	\$27.00		
CP 31	Pool Operator Certificate	\$16.20		
CP 32	Qualified Applicator Certificate or License 3 or less categories	\$10.80		
CP 33	Qualified Applicator Certificate or License 4 to 6 categories	\$16.20		
CP 34	Qualified Applicator Certificate or License 6 or more categories	\$21.60		
CP 35	Backflow Prevention Device	\$50.00		
CP 36	Water Auditor Certification	\$27.00		
CP 37	Master Gardener Designation	\$27.00		
CP 38	Certified Arborist	\$108.00		
CP 39	Work Zone Safety Specialist	\$43.20		
CP 40	Red Cross CPR/AED instructor certification	\$16.20		
CP 41	Food Handler certification	\$16.20		
CP 42	Notary	\$50.00		
CP 43	Web-site maintenance certification	\$21.60		
CP 44	Permit Technician	\$16.20		
CP 45	Mechanic Pay	\$108.00		
CP 46	Safety Officer	\$75.00		
CP 47	Maintenance Electrician	\$250.00		
CP 48	Certified Municipal Clerk	\$108.00		
CP 49	Sign & Pavement Marking Tech Level 1	32.40		
CP 50	Sign & Pavement Marking Tech Level 2	37.80		
CP 51	Sign & Pavement Marking Tech Level 3	54.00		
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SECTION 4 – BENEFITS FOR CURRENT EMPLOYEES

<u>Retirement</u>

Employees hired prior to July 1, 2010 covered by this agreement shall be enrolled in the California Public Employees Retirement System with the following benefits: 2.7% @ 55 with the employee paying the 8% employee contribution for local miscellaneous members, credit for unused sick leave, one-year average compensation, military service credit and 1959 survivor benefits – level one.

Employees hired after July 1, 2010 covered by this agreement shall be enrolled in the California Public Employee Retirement System with the following benefits: 2% @ 55 with the employee paying the 7% employee contribution for local miscellaneous members, credit for unused sick leave, one-year average compensation, military service credit and 1959 survivor benefits – level one.

Employees hired after January 1, 2013 covered by this agreement shall be enrolled in the California Public Employee Retirement System with the following Benefits: 2% @ 62 with the employee paying the employee contribution for local miscellaneous members, credit for unused sick leave, one-year average compensation, military service credit and 1959 survivor benefits – level one.

Classic Members - A "classic member" is defined as a member who was: a) a member of a public retirement system with less than a six-month break in service; or b) a member of a public retirement system with reciprocity; or c) a member of a public retirement system with a break in service of six-months or more, and returns to active membership in the same retirement system with the same employer. The Town's contract with PERS is to provide 2% @55.

Health Benefits

1. Health Insurance

Through June 30, 2021, the Town of Yountville shall contribute 100% of amount equal to the cost of the Kaiser Health plan premium provided to employees that were hired prior to July 1, 2011 through the PERS Health program.

The cost shall be determined for each insurance coverage type as currently defined by PERS Health Program: employee only, employee and one (1) dependent and employee and two (2) plus dependents. Any balance owed by the employee for a plan selected which costs more than the contribution provided for by the Town shall be deducted by use of payroll deduction.

Submission of marriage certificate or domestic partnership registration is required in order to have spouse/domestic partner included as eligible for insurance coverage.

Employees hired *after* January 1, 2011, 90% of the Kaiser Health plan premium cost shall be paid by the Town with an employee contribution of 10%. The cost shall be determined for each insurance coverage type as currently defined by

PERS Health Program: employee only, employee and one (1) dependent and employee and two (2) plus dependents.

YEA agrees that the Town has the right to research and evaluate other alternative health insurance options other than CalPERS should a viable alternative become available. Town agrees to meet and confer related to any potential change of health insurance provider. Intent would be to provide comparable quality of programs, provide for retiree medical coverage and to result in net positive savings to the Town in order to make a program delivery change.

2. Dental Insurance

The Town of Yountville pays *entire* premium for dental insurance for employees and dependents for active employees. Submission of marriage certificate or domestic partnership registration is required in order to have spouse/domestic partner included as eligible for insurance coverage. Dental insurance is not provided to retirees as a retirement benefit.

3. Duplicate Medical Coverage

Any employee who has health plan coverage as a result of being an eligible dependent of a person employed either by the Town or elsewhere may request that his/her health plan coverage as an employee of the Town be terminated; and that, in lieu of the amount the Town would otherwise pay for the health plan coverage for that employee, five hundred dollars (\$500.00) per month will be paid by the Town into either the employee's deferred compensation account or as additional taxable compensation. To participate in this program, the employee shall provide proof of other health plan coverage. If employee should lose other health insurance coverage, employee shall provide Human Resource department proof of loss of coverage, and employee is eligible for enrollment into PERS Health program.

4. Health Insurance Continuation after Retirement from Town

The historical practice of the Town is to contribute the same amount as active employees in the same position per month towards health insurance premiums for retirees and surviving spouses from the Town of Yountville.

Town Employees hired prior to 1-1-11 will receive 100% retiree health coverage if they meet the specified vesting requirements which include, five (5) years of service with the Town of Yountville and 20 years of combined service in the CalPERS retirement system, which is consistent with State Law (Government Code Sections 22893 and others as applicable) which governs required years of public agency credit, schedule of contribution amount paid by employer, eligibility for benefit provisions.

Employees hired after 1-1-11 that meet the Towns vesting requirements will receive 90% retiree health coverage which are subject to the following conditions and understandings:

Contribution amount as per current PERS approved vesting schedule is as:

PERS Credited Years of Service / Percentage of Employer Contribution

10 11	50% 55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

Should the provisions for vesting change or allow for a local agency designed vesting schedule, YEA and the Town agree to meet and discuss possible implementation of local vesting schedule and eligibility requirements.

YEA MMP understands and acknowledges that the Town is researching and looking at alternative means to offer **new hires** retiree medical benefits that may be different than the current program which provides a contribution upon retirement based on length of PERS service and current contribution rates to medical insurance premium for active employees. Alternatives include, but are not limited to programs such as HSA or HRA which are accounts where the Town provides a contribution to an account in the employee's name (similar to Deferred Compensation" program) which is then used by employee at time of retirement to pay for medical costs, including premiums. YEA MMP agrees that the Town can implement a new program for new hires if a viable program is found. Town agrees to meet and confer with YEA MMP related to new program for new hires should a viable program be found.

5. Continuation of Benefits

When an employee is absent from work due to an accepted work/non-work related injury (disability), the Town shall continue health and welfare benefit contributions (for health/dental insurance), up to the amount set forth in Section 3.B.1, for a period not to exceed ninety (90) days after all leaves have been exhausted. The Town shall continue to pay employee premiums for Life and STD Insurance during the same time. These benefits may be continued beyond the ninety (90) days at the discretion of the Town Council.

6. Life Insurance

The Town shall provide a group life insurance policy that provides 100% of the employee's annual salary. If you have not reached age 65, your amount of insurance will be 100% of your annual pay, subject to a maximum amount of insurance of \$150,000.

If you have reached age 65, but not age 70, your amount of insurance will be 67% of the amount shown in 1 above.

If you have reached age 70 or more, your amount of insurance will be 67% of the amount shown in 2 above.

7. Short Term Disability Insurance

The Town will provide a short-term disability insurance plan that will provide shortterm disability payments to eligible employees for a period of up to 12 weeks. Employees will qualify for benefits beginning the eighth day of an absence caused by accident or illness. A disabled employee will receive payments equaling 60% of the employee's regular weekly base pay up to a maximum of \$2,308 per week.

8. Long Term Disability Insurance

The Town shall provide a long-term disability insurance plan that will provide long-term disability payments to eligible employees. Employees will qualify for benefits beginning after ninety (90) days of an absence caused by accident or illness. A disabled employee will receive payments equaling 60% of the employee's regular weekly base pay up to a maximum of \$10,000 per month.

Deferred Compensation

- 1. Employees are eligible to participate in the Town's deferred compensation plan through either Nationwide Retirement Solutions or ICMA. The Town reserves the right to add program providers as necessary to continue to offer the program to employees.
- 2. The Town shall contribute a maximum of 7% per month effective July 1, 2008 of employee's gross salary, on behalf of each employee who participates in a Town approved deferred compensation plan. The Town will match the employee contribution up to the maximum levels stated above, and in accordance with IRS limits.

Wellness Program

The Town of Yountville will contribute \$40.00 per month to an employee that participates in a recognized health and fitness center and or Town provided recreation class with a physical fitness component. Attendance of a minimum of eight (8) times per month is required for \$40.00 total reimbursement for each Town employee. Effective July 1, 2019, the reimbursement amount will increase to \$50.00 per month.

Credit Union

The Town of Yountville employees may participate in the Redwood Credit Union through automatic payroll deduction.

Computer Loan Program

Employees may participate in a Computer Loan Program at 0% interest to be repaid through payroll deduction pursuant to **Computer Loan Policy.**

Prescription Eyewear Program

The Town of Yountville employees may receive a maximum reimbursement of \$400.00 per year/per employee/dependents for vision care, the parameters of which are described in Town Resolution Number 2235-04.

IRS 125 Plan "Cafeteria Plan"

The Town will provide an IRS 125 Plan for those employees who choose to participate. The Town agrees to pay all administrative costs. Details of this plan are described in Resolution Number 15-3224.

Tuition Reimbursement Plan

The Town will provide a Tuition Reimbursement Plan with up to \$1,200 per year for an employee's education costs for accredited classes pursuant to the restrictions of the plan to be adopted by resolution of the Council (Exhibit "D") with an effective date of July 1, 2006.

Town Parks and Recreation Programs

Town employees are eligible to participate in Town of Yountville excursions, activities, classes and park and facility rentals at resident rates.

SECTION 5 - PART TIME EMPLOYEES

1. <u>Pro-rated Benefits for Regular Part Time Employees</u>

Regular part time employees who work at least 20 hours per week on an annual basis are entitled to the following pro-rata benefits based on actual hours worked:

- PERS retirement
- Sick Leave The Town of Yountville will be compliant with the Healthy Workplaces/Healthy Families act of 2014. This policy applies to temporary, part-time and seasonal employees who on or after July 1, 2015, work for the Town of Yountville for 30 or more days within 12 months from the beginning of employment and who are not eligible for any form of "comprehensive leave" benefit provided by the Town to other employee groups.
- Vacation
- Holiday Pay
- Short Term Disability Insurance
- Long Term Disability Insurance
- Deferred Compensation Match Benefit

2. <u>Holidays</u>

Regular part time employees appointed for less than 40 hours, but more than 20 hours, will receive holiday entitlement proportionate to the number of hours worked, based on their normal work week.

3. <u>Other Benefits</u>

Regular part time employees who work between 20-29 hours per week on an annual basis will receive benefits based on 50% of those offered full time employees. Regular part time employees who work 30-39 hours per week on an annual basis will receive 75% of the benefits offered full time employees. This provision applies to:

- Health/Dental Insurance
- Deferred Compensation
- Wellness Program
- Vision Plan
- Tuition Reimbursement

Other Benefits for Regular Part Time Employees

Life Insurance

The Town shall provide the same group insurance policy as for full time employees that provide 100% of annual salary for life insurance and accidental death and dismemberment coverage.

SECTION 6 - HOURS OF WORK

Normal Work Week

Forty hours shall constitute the normal workweek for all employees. To the maximum, practical extent, work schedules shall be arranged so the employee will work for five (5) consecutive days followed by two (2) days off. Supervisors shall establish work schedules subject to approval by the Town Manager.

Public Works Crews

The schedule for Public Works Crew is 7:30 a.m. to 4:00 p.m. with a 1/2-hour lunch.

Wastewater Treatment Plant

The schedule for the Wastewater Treatment Plant shall be Monday through Friday, 7:30 a.m. to 4:00 p.m.; Fridays, off for employees working weekends; Saturday and Sunday, 4 hours in A.M.; Holidays, 4 hours in A.M., 4 hours off on day preceding holiday or day following the holiday. The scheduling of weekend hours shall be at the sole discretion and approval of the Public Works Director.

<u>Town Hall</u>

The schedule for Town Hall hours is 8:00 a.m. to 5:00 p.m. Monday through Friday with a one-hour lunch.

All Other Employees

The schedule for employees other than those listed here are as approved by the Town Manager.

Rest Periods

Employees are allowed a rest period of fifteen (15) minutes duration during each four (4) hour consecutive hours worked. Rest periods shall be scheduled and taken on a daily basis so that the delivery of services is not adversely impacted. If events interfere with a scheduled rest period, the employee shall contact their supervisor to reschedule a rest period during the same 4 hour working period. Rest periods are not to be combined for purposes of extending an employee's lunch hour or leaving work prior to normal ending time.

Lunch Periods

Employees shall be provided either a thirty (30) minute or sixty (60) minute lunch break period based on assigned schedule. The lunch break may either be at a fixed or set time or shall be generally taken during the mid-work shift period and scheduled so as to meet operational and employee needs.

Section 7 – FLEXIBLE STAFFING

The Town has designated the following classification series as subject to "flexible staffing".

Maintenance Worker I/II Operator in Training/WWTP Operator I Utilities Operator I/II Administrative Assistant I/II Assistant Planner/Associate Planner Management Analyst I/ II Public Works Supervisor/Manager Utility Operations Supervisor/Manager Community Facilities Supervisor/Manager Town Clerk I/II Accounting Technician I/II Financial Analyst/Accountant Assistant/Associate Planner

The purpose and intent of the Town's use of flexible staffing is to recognize the lean nature of Town staffing and the professional growth and development that may occur over time by individual employee in those positions and the Town wishes to support and encourage employee growth which adds value to the organization.

Positions designated by the Town as subject to flexible staffing shall be subject to the following understandings:

- The Town reserves its rights to determine the content of job classifications, including without limitation the right to establish the minimum qualifications for any job classification.
- The Town may fill the position at either the entry or next level, depending on the qualifications and experience of the available applicants and the Town's organizational needs. The decision at which level a position is filled is the sole discretion of the Town Manager.
- Employees in the entry classification may "flex" to the next higher level based on demonstrated work performance and enhanced value to the organization as provided by: 1) approval by the Town Manager; 2) Management Team member written recommendation for progression to the next higher level; 3) employee must meet the minimum qualifications as established for the higher level position; and 4) the employee must have a current performance evaluation with a higher than satisfactory rating in the current level and must not have been on a performance improvement plan within the prior 24 months or have a record of employee discipline in the prior 24 months.

SECTION 8 - HOLIDAYS

Town offices shall be closed and non-emergency employees shall observe the following holidays:

January 1 3 rd Monday in January Third Monday in February	New Year's D Martin Luther Presidents' Da
Last Monday in May	Memorial Day
July 4	Independence
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Tha
December 24	Christmas Eve
December 25	Christmas Da

New Year's Day Martin Luther King Day Presidents' Day Memorial Day Independence Day Labor Day Veterans Day Thanksgiving Day Day after Thanksgiving Day Christmas Eve Christmas Day

Every day proclaimed by the President of the United States or the Governor of California as a Public Holiday and approved by the Town Council.

If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Each full time regular employee shall be granted three (3) floating holidays (24 hours) each year on July 1, which may be taken at any time mutually agreeable to the employee, and the employee's immediate Supervisor prior to June 30. Unused holidays may not be carried forward to the following year. Regular part time employees appointed for less than 40 hours, but more than 20 hours, will receive 12 hours each year to be used in the same

manner.

SECTION 9 - LEAVES

Vacation Leave

1. Accrual

a) Regular employees shall accrue vacation leave as follows:

Years of Service	Days per Year
0-3	10 days
3-10	15 days
11	16 days
12	17 days
13	18 days
14	19 days
15	20 days

b) Regular Part Time employees shall receive pro-rated leave based on actual hours worked pursuant to the schedule above.

2. Eligibility

Eligibility to take accrued vacation leave begins once you have accrued vacation time.

3. Administration

- a) The employees immediate Supervisor shall have the authority to schedule vacation leave according to the needs of the Town and the wishes of the employee, in that order. The Town Manager shall have the authority to approve all leave requests.
- b) An employee's request for vacation leave shall be made no later than three (3) workdays prior to the date of starting said vacation. The Town Manager may approve accrued vacation leave at any time for legitimate personal emergencies.
- c) If a Town holiday occurs on a weekday during a vacation leave, such absence shall not be charged against accrued vacation.
- d) Eligible employees separated from Town service shall be paid a lump sum for all vacation properly accrued before separation.
- e) The employee shall be-given reasonable time to utilize vacation within the year. It is the policy of the Town that each employee takes his/her annual vacation leave, therefore, no employee may accumulate vacation for more than a total of forty-five (45) working days. Employees who have balances in excess of the forty-five (45) day maximum accumulation shall have further accumulation suspended.

Sick Leave

1. Accrual

Sick leave with pay shall accrue to regular employees at the rate of one (1) workday (8 hours) each calendar month of service with no limit to accumulated time. At retirement the unused sick leave can be converted to additional service credit in accordance with the provisions of the retirement plan.

a) Regular Part Time employees shall receive pro-rated leave based on actual hours worked.

2. Administration

An employee who must absent himself/herself from work shall notify his/her immediate superior or the Town Manager prior to or within the first thirty (30) minutes of his absence and may be required to provide a physician's certificate for absence due to illness of more than three (3) consecutive working days or at the request of the Town Manager. Any employee may be required to submit to an examination by a licensed physician designated by the Town and at its expense to determine the state of his/her health at the request of the Town Manager.

All employees are entitled to Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) leave pursuant to the applicable Federal and State laws and in accordance with the Town's Personnel Policies and Procedures. The Town reserves the right to coordinate FMLA and CFRA leave time in accordance with applicable law. Employees are required to complete Town provided medical provider certification that the medical condition (self or dependent) meets the requirements for CFRA or FMLA.

3. Eligibility

Sick leave shall be provided to regular employees for use in the following manner:

- a) Personal illness or incapacity resulting from causes beyond the employee's control.
- b) Illness of a member of an employee's immediate family (defined as father, mother, sister, brother, spouse/domestic partner or children) or other immediate family as approved by the Town Manager and of sufficient nature to require his/her personal care and attention and only until other adequate arrangements can be arranged.
- c) When preventative medical, dental, and optical examinations or appointments are unavailable or impractical during non-working hours.

Limitations

a) Sick leave with pay for illness of a family member shall be limited to (8) workdays or sixty-four (64) hours per calendar year.

- b) On the job injury: Whenever an employee is injured in the course of employment, he/she shall be compensated in accordance with the provisions of Workers' Compensation as provided by the Town's insurance carrier. It is Town policy to apply a pro-rata share of accrued sick leave to equal the difference between the compensation to which the employee is entitled under the Workers' Compensation Act and his/her regular Town pay, not to exceed the amount of accrued sick leave. An employee may also elect to use any accrued vacation time or compensating time off in like manner after his/her sick leave is exhausted.
- c) Off the job injury Short Term Disability: It is Town policy to apply a pro-rata share of accrued sick leave to equal the difference between the compensation to which the employee is entitled under the Short Term Disability and his/her regular Town pay, not to exceed the amount of accrued sick leave. An employee may also elect to use any accrued vacation time or compensating time off in like manner after his/her sick leave is exhausted.
- d) When an employee is absent from work due to an accepted work/non-work related injury (disability) the Town shall continue health and welfare benefit contributions (for health/dental insurance) in the amount set forth in Section 3.B.1, for a period not to exceed ninety (90) days, after all leaves are exhausted. The Town shall continue to pay employee premiums for Life and STD insurance during the same time. These benefits may be continued beyond ninety (90) days at the discretion of the Town Council.

4. Sick Leave Abuse

When it is determined by investigation that sufficient evidence exists to demonstrate the employee has, or is, abusing the sick leave privilege, the Town Manager, may suspend the employee's use of the sick leave benefit for such period of time as determined necessary to deter future abuse.

An employee using sick leave who is not sick or who has engaged in private or other public work while on Town provided, paid sick leave, shall be considered absent without leave and the Town may deduct pay, adjust sick leave balance and to take appropriate disciplinary action.

Administrative Leave

The following job positions are classified as FLSA exempt based on results of salary survey comparison and industry standard. Positions are eligible for up to 80 hours of administrative leave in-lieu of overtime eligibility at Town Manager's discretion. Administrative leave hours are not cumulative and must be used by the end of each fiscal year. Employee is eligible to cash out 50% of administrative leave balance, (i.e., balance of 22 hrs. = 11 hrs. payout) prior to close of fiscal year.

Assistant/Associate Planner	80
Community Facilities Supervisor/Manager	80
Management Analyst I/II	80
Public Works Supervisor/Manager	80
Recreation Supervisor/Manager	80
Utility Operations Supervisor/Manager	80

Town Clerk I/II	80
Engineering Technician	80
Financial Analyst/Accountant	80

Bereavement Leave

All regular employees shall be allowed a leave of absence on full pay, not to exceed three (3) working days or five (5) working days if the death is 150 or more miles away from the Town limits, when such absence is due to the death in the immediate family. The immediate family is mother, father, grandmother, grandfather, and grandchild, of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or spouse/domestic partner or any relative living in the immediate household of the employee. Such leave shall not be charged against accumulated sick leave or vacation.

Pregnancy Disability Leave

In accordance with State law, an employee disabled by pregnancy, childbirth, or related medical conditions which prevents her from performing the duties of her position, is eligible to take a pregnancy disability leave. Pregnancy disability leave is for any period of actual disability caused by pregnancy, childbirth or related medical conditions for up to four months.

Pregnancy disability leave is unpaid leave; however, the employee may choose to use accrued sick leave, vacation or compensatory time off before electing to go on leave of absence without pay under this provision. The disabled employee may also be eligible for short-term disability insurance benefits. Prior to the employee beginning pregnancy disability leave, the employee shall submit a request for vacation, compensatory time off or sick leave to be utilized during said leave, if any. While on disability, continued Town benefits will be subject to the regulations of Section 4.B.3, Continuation of Benefits.

Once the employee has submitted the request and the Town Manager has approved a leave schedule, such schedule shall not be changed without the approval of the Town Manager. Such leave schedule shall not permit the alternating of paid leave (vacation, sick leave or compensatory time off) with leave without pay.

If the employee has been released by her physician to return to work, but desires additional time as pregnancy leave, she may request the use of vacation, compensatory time off, or leave without pay for a total of four months, including the time spent on disability leave. The employee may request an additional sixty (60) days leave without pay. Such leave shall be requested in writing by the employee to her immediate Supervisor who shall make a recommendation to the Town Manager. Request for pregnancy leave and subsequent extension shall be accompanied by a recommendation and explanation from the department manager as to how adequate level of service can be maintained during the employee's absence. Continued Town benefits will be subject to the regulations of Section 11 "Leaves of Absence without Pay", while in a non-pay status.

SECTION 10 - MISCELLANEOUS LEAVES OF ABSENCE WITH PAY

Leaves of absence with pay pursuant to this section shall not be chargeable to accrued vacation credits.

A. Military Leave of Absence

Town employees shall be granted military leave in accordance with and as required by provisions of State and Federal Law.

B. Leaves of Absence for Judicial Purposes

Every officer or employee of the Town shall be entitled to leaves of absence to appear as a witness in court other than as a litigant or to respond to an official order from another jurisdiction for reasons not brought about through the connivance or misconduct of such officer or employee.

C. Jury Duty

Every employee of the Town shall be entitled to leaves of absence when regularly called for jury duty in the manner provided by law. Such leaves of absence shall be granted and the employee shall receive the regular salary while on jury duty. The amount received for jury fee shall be returned to the Town.

D. Administrative Leave

The Town Manager may place an employee on Administrative Leave when such leave is identified as being in the interests of the Town.

E. Voting Time

Employees shall be authorized reasonable time to vote on election days.

SECTION 11 - LEAVES OF ABSENCE WITHOUT PAY

- A. Regular employees may be granted a leave of absence without pay for up to 90 days upon request when approved by the Town Manager. The Town Manager shall take into consideration the effect on the ability of the Town to provide services and staffing needs when determining whether or not to approve a leave of absence without pay. A leave without pay may be granted for the following reasons:
 - Illness, pregnancy or disability
 - To take a course of study which will increase the employee's usefulness upon return to his/her position
 - Personal reasons acceptable to the Town Manager
- **B.** An employee taking five (5) or more working days or forty (40) or more hours leave without pay in any given month shall not accrue vacation, sick leave or holiday credits for that particular month unless otherwise authorized by the Town Manager.
- **C.** Town contributions for employee benefits such as health/dental insurance, life insurance, retirement and disability insurance shall also cease when an employee is in a non-pay status for more than forty (40) hours in any given month. These benefits may be continued during an approved leave of absence by the employee paying the necessary contributions to the Town. Consistent with Section 4.B.3, the exception to this provision shall be, if an employee is absent from work due to an

accepted work/non-work related injury (disability), the Town shall continue health and welfare benefit contributions (for health/dental insurance) for a period not exceed ninety (90) days after all leaves have been exhausted. The Town shall continue to pay employee's premiums for Life and STD/LTD insurance during the same time. These benefits may be continued at the discretion of the Town Manager.

- **D.** The procedure for allowing leave without pay shall be as follows:
 - 1. Except in the cases of illness, pregnancy, or disability an employees' request for Leave Without Pay shall be submitted to the Town Manager, accompanied by a statement from the Supervisor, or Department Head as to how an adequate level of service and staffing can be maintained during the employee's absence. The Town Manager has the discretion of approving or rejecting the request.
 - 2. In the case of illness, pregnancy or disability, Leave without Pay shall commence at such time as Sick Leave is expended except that the employee may elect to expend any other paid leave prior to utilizing Leave without Pay. In the case of Leave without Pay for other reasons, all paid leave must be expended before Leave without Pay shall begin.
 - **3.** Except in cases of absence due to illness, pregnancy or disability, Leave without Pay shall be deducted from service time for purposes of computing longevity, time in service, seniority or for any other purpose.
 - 4. Unless the employee notifies the Manager at the time of the request for leave without pay that he or she elects to pay the premiums for continuation of Health, Dental and Insurance Benefits, those benefits will be terminated beginning with the calendar month following the start of the unpaid leave. If that election is made and the leave is approved, it is the responsibility of the employee to submit payment to the Town such that it is received prior to the Town processing payment to the insurance carrier. The Town will not make a premium payment in anticipation of receipt of the payment from the employee except as provided for in the MOU or by law.
 - **5.** Retirement benefits shall be adjusted for leave without pay in accordance with Public Employees' Retirement System's (PERS) regulations.
 - 6. An employee who fails to return to work at the conclusion of a Leave without Pay shall be considered to have automatically resigned from Town employment.
 - 7. Upon return from Leave without Pay, an employee shall be reinstated to the position held at the time of commencement of leave at the salary range and step previously held.

SECTION 12 - UNIFORMS AND EQUIPMENT

A. The Town shall furnish work clothing for full-time Wastewater Treatment Operators, and for full-time Public Works employees. The Town shall specify the work clothing and remains the property of the Town has contracted with a uniform

service to provide and launder uniforms. The work clothing is to be worn during work hours, and may be worn to and from work but not worn otherwise.

- **B.** All items of essential equipment and tools will be provided by the Town, except an employee may elect to provide all or any part of his/her own equipment and tools.
- **C.** Town owned equipment and tools shall be used solely in the exercise of official Town business; use for any other purpose shall be only on authorization of the Town Manager.
- **D.** Eyeglasses will be replaced or repaired by the Town if eyeglasses are broken as a result of accident while the employee is performing job duties.
- E. The Town shall reimburse Public Works employees for the cost of work boots/steel toe safety shoes up to \$175.00 every fiscal year upon submission of receipts.

SECTION 13 – DRUG FREE WORKPLACE POLICY

The Town of Yountville maintains a drug and alcohol free workplace pursuant to its Personnel Policies and Procedures.

SECTION 14 - GRIEVANCE PROCEDURE

A. Definition

A grievance is a formal allegation by an employee claiming violation, misinterpretation, inequitable application or non-compliance with:

- **1.** Provisions of this MOU
- 2. Town ordinances
- 3. Personnel Rules

Appeals of appointment, disciplinary actions, and performance evaluations are not grievable hereunder.

B. Who May File a Grievance

An employee may file a grievance in his/her own behalf, or jointly by any group of employees.

C. Grievance Procedure

Step 1 - INFORMAL DISCUSSION: Within ten (10) working days of the occurrence of an act in dispute, an employee shall discuss the incident with his/her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) working days after the discussion. If the employee is not satisfied with the response, she/he may proceed to the next step.

Step 2 - TOWN MANAGER REVIEW: Any dispute not resolved at Step 1 may be submitted in writing to the Town Manager within five (5) working days after the Supervisor's informal response. In this event, the Town Manager shall, within ten (10) working days, schedule a meeting with the employee to discuss the matter.

After consideration of the facts, the Town Manager shall give his/her written decision to the employee within five (5) working days after the meeting.

Step 3 - TOWN COUNCIL REVIEW: If the employee is not satisfied with the decision of the Town Manager in Step 2, the employee may request, in writing, a hearing before the Town Council. Such request for a hearing must be submitted within ten (10) working days of receipt of the Town Manager's decision and shall include in detail the facts giving rise to the grievance and supporting documentation necessary for Town Council consideration. The Town Manager shall forward such a request and supporting documentation to the Town Council within ten (10) working days, for Town Council consideration.

The Town Council shall have the following options:

- 1. Refuse to hear the appeal; or
- 2. Make a decision on the documentation submitted; or
- 3. Hold a hearing, in open or closed session as permitted by law and appropriate to the circumstances.

The decision of the Town Council will be final.

SECTION 15 - MODIFICATION CLAUSE

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto, and if required, approved and implemented by the Town Council.

SECTION 16 - SAVINGS CLAUSE

Should any part of this Memorandum be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction or other established governmental administrative tribunal or board, such invalidation shall not affect the remaining portions of this Memorandum.

SECTION 17 - TERM OF AGREEMENT

This agreement shall remain in force and effect from July 1, 2013 until June 30, 2018 and supersede all other agreements between the parties.

Yountville Employee Association (YEA) Mid Management Professional Unit (MMP) Negotiation Team on Behalf of YEA MMP

Date: _____

Nathan Steele

Preya Nixon

Exhibit A – Monthly Salary Schedule

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Town of Yountville Monthly Salary Schedule Effective July 1, 2018					
Classification	А	В	С	D	E
Accounting Assistant	4,247.97	4,461.38	4,682.83	4,914.36	5,159.97
Accounting Technician I	4,997.64	5,247.52	5,509.90	5,785.39	6,074.66
Accounting Technician II	5,509.90	5,785.39	6,074.66	6,378.41	6,682.13
Administrative Assistant I	4,029.34	4,230.82	4,442.35	4,664.47	4,897.69
Administrative Assistant II	4,664.47	4,897.69	5,142.59	5,399.72	5,669.69
Assistant Planner	5,948.93	6,246.39	6,558.70	6,886.63	7,230.97
Associate Planner	7,542.51	7,919.62	8,315.61	8,731.38	9,167.95
Comm. Facilities Supervisor	5,076.92	5,330.76	5,597.30	5,877.16	6,171.03
Comm. Facilities Manager	5,886.73	6,181.06	6,490.11	6,814.62	7,155.35
Deputy Public Works Director	8,221.44	8,632.52	9,064.14	9,517.35	9,993.21
Engineering Technician	5,156.01	5,413.81	5,684.51	5,968.73	6,267.17
Facility & Grounds Worker	3,713.41	3,899.09	4,094.04	4,298.74	4,513.68
Financial Analyst/Accountant I	6,449.22	6,771.67	7,110.26	7,465.78	7,839.06
Financial Analyst/Accountant II	7,839.06	8,231.00	8,642.55	9,074.68	9,528.52
Maintenance Worker I	4,126.01	4,332.30	4,548.91	4,776.37	5,015.19
Maintenance Worker II	5,015.19	5,265.95	5,529.25	5,805.71	6,095.99
Management Analyst	6,449.22	6,771.67	7,110.26	7,465.78	7,839.06
Sr. Management Analyst	7,839.06	8,231.00	8,642.55	9,074.69	9,528.52
Management Fellow	56,658.27	Year One	62,324.09	Year Two	
Office Assistant I	2,053.52	2,156.20	2,264.91	2,377.66	2,496.44
Office Assistant II	2,569.14	2,693.74	2,828.63	2,971.57	3,118.54
PW Supervisor	6,449.22	6,771.67	7,110.26	7,465.78	7,839.06
PW Manager	7,839.06	8,231.00	8,642.55	9,074.69	9,528.52
Recreation Coordinator	4,320.79	4,536.82	4,763.65	5,001.84	5,251.92
Recreation Supervisor	5,076.92	5,330.76	5,597.30	5,877.16	6,171.03
Recreation Manager	5,886.73	6,181.06	6,490.11	6,814.62	7,155.35
Town Clerk I	6,594.00	6,923.70	7,269.90	7,633.38	8,015.05
Town Clerk II	7,652.54	8,035.15	8,436.92	8,858.76	9,301.71
Utilities Operator in Training	4,056.88	4,259.72	4,472.71	4,696.34	4,931.15
Utilities Operator I	4,472.71	4,696.34	4,931.16	5,177.71	5,436.60
Utilities Operator II	5,436.60	5,708.45	5,993.85	6,293.56	6,608.23
Utilities Operations Supervisor	6,449.22	6,771.67	7,110.26	7,465.78	7,839.06
Utilities Operations Manager	7,839.06	8,231.00	8,642.55	9,074.69	9,528.52
Water System Maint. Worker I	4,472.71	4,696.34	4,931.16	5,177.71	5,436.60
Water System Maint. Worker II	5,436.60	5,708.45	5 <i>,</i> 993.85	6,293.56	6,608.23
Executive Management	Entry		Control Point		Тор
Town Manager			18,145.78		
Finance Director	10,464.00		11,626.52		14,707.32
Parks & Recreation Director	10,464.00		11,626.52		14,707.32
Planning and Building Director	10,464.00		11,626.52		14,707.32
Public Works Director	11,373.43		12,637.05		15,986.07

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