Exhibit 2

IMPOSED CHANGES INCORPORATED INTO THE MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF CARLSBAD AND THE CARLSBAD CITY EMPLOYEES' ASSOCIATION

This document incorporates changes imposed by City Council action on June 21, 2011 into the Memorandum of Understanding between the City of Carlsbad and the Carlsbad City Employees' Association. The article set forth below was changed to add the underlined language as a result of the City Council's action:

Article 8 City Rights

The rights of the City include, but are not limited to the exclusive right to determine mission of its constituent departments, commissions, committees, and boards; set standards of service; determine procedures and standards of selection for employment and promotions; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reason; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. After meeting and conferring over the decision and the effects, the rights of the City include the ability to transfer employees among various City activities and work groups; implement unpaid furloughs of employees; contract out bargaining unit work to third parties or assign work to City employees outside the bargaining unit.

CCEA MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING
between the
City of Carlsbad
and the
Carlsbad City Employees' Association

Foreword

The Memorandum of Understanding is made and entered into between designated management representatives of the City of Carlsbad (hereinafter referred to as the "City"), and the designated representatives of the Carlsbad City Employees' Association (hereinafter referred to as "CCEA" or "Association").

Preamble

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum") to promote and provide for harmonious relations, cooperation, and understanding between the City Management representatives and the general employees covered under this Memorandum, as shown on Attachment A and Attachment C; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment of the employees covered under this Memorandum.

Article 1 Recognition

The City of Carlsbad recognizes CCEA as the exclusive majority representative for all classifications in this unit, as set forth in Attachment A, pursuant to the petition for formal recognition submitted on February 11, 1976, and approved April 20, 1976, in accordance with the Carlsbad Municipal Code. Attachment C lists additional classifications added to this unit.

Article 2 Implementation

This Memorandum constitutes a recommendation to be submitted to the City Council subsequent to the ratification meeting by the membership of CCEA. It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

> The City Council acts, by majority vote, formally to approve and adopt said Memorandum.

Article 3 Term

The term of this Memorandum of Understanding shall be from January 1, 2011, through December 31, 2012. Throughout this Memorandum various provisions are marked with an asterisk "*". All such provisions will be effective as administratively possible as the City's new

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payroll software system (HCMS) allows. Such changes marked with an asterisk shall not be effective January 1, 2011. The City shall provide at least one (1) week notice to CCEA that a provision marked with an asterisk shall become effective. Until a change marked with an asterisk becomes effective, the existing contract language related to that issue shall remain in effect.

All other provisions of this Memorandum shall be effective beginning with the first pay period after ratification by the City Council unless another effective date is specifically provided in this Memorandum.

Article 4 Renegotiation

In the event either party desires to meet and confer in good faith on the terms of a successor Memorandum of Understanding, that party shall serve upon the other a notice of such intent. prior to expiration of the Memorandum of Understanding. If a party provides intent pursuant to this section, the parties agree to initially meet not less than forty-five (45) days prior to the expiration of the Memorandum of Understanding, if possible. During the term of this Memorandum, the parties agree to meet and confer upon request of the other party to discuss additional changes to this Memorandum required by implementation of the HCMS payroll software system.

Article 5 Authorized Agents

For the purpose of administering the terms and provisions of this Memorandum:

A. City's principal authorized agent shall be the City Manager or a duly authorized representative (Address: 1200 Carlsbad Village Drive, Carlsbad, California 92008; Telephone (760) 602-2440), except where a particular City representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. CCEA authorized representative shall be its President or Board of Directors (Address: 1635 Faraday Avenue, Carlsbad, CA 92008).

C. Copies of all correspondence to CCEA authorized representatives shall also be sent to the CCEA designated staff representatives. CCEA will notify Human Resources of the organization, contact name, and address whenever a change is made.

Article 6 No Strike and No Lockout

A. No Strike. During the life of this agreement, neither the Association nor any agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, sick-outs, or any other intentional disruption of the operations of the City, regardless of the reason for so doing.

B. Penalty. Any employee engaging in activity prohibited by Article 6, A., or who instigates or gives leadership to such activity, shall be subject to disciplinary action.

C. No Lockout. During the term of this agreement, the City will not instigate a lockout over a dispute with the employees so long as there is no breach of Section 6, A.

D. Association Official Responsibility. Each employee who holds the position of officer of the Employee Association occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provision of this article, the Association agrees to inform its members of their obligations under this agreement and to direct them to return to work.

Article 7 City Rights

The rights of the City include, but are not limited to the exclusive right to determine mission of its constituent departments, commissions, committees, and boards; set standards of service; determine procedures and standards of selection for employment and promotions; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reason; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. After meeting and conferring over the decision and the effects, the rights of the City include the ability to transfer employees among various City activities and work groups; implement unpaid furloughs of employees; contract out bargaining unit work to third parties or assign work to City employees outside the bargaining unit.

Article 8 Employee Rights

A. Employees of the City shall have the right to form, join and participate in the activities of CCEA for the purpose of representation on all matters of Employer-Employee Relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

B. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City, CCEA or other employee organization(s) because of the exercise of his/her rights under this Article.

C. An individual employee reserves the right to individual representation, upon formal notice to CCEA and the City, on any matter of Employer-Employee Relations.

D. CCEA shall be provided notice of the results of such individual Employee-City meetings.

Article 9 Association Rights

A. The City recognizes the right of CCEA to govern its internal affairs.

B. The City agrees to include a one page CCEA "Information Sheet" in the orientation packet for newly hired employees in positions represented by CCEA. The City and

CCEA agree that the purpose of the "Information Sheet" is to familiarize new employees with the operations and benefits of CCEA. All costs associated with preparing the "Information Sheet" shall be borne by CCEA. CCEA agrees to indemnify and hold the City harmless for any disputes between CCEA and employees represented by CCEA arising out of information contained in the "Information Sheet." Prior to distribution the "Information Sheet" must be approved by the Human Resources Director. Should the City have less than ten (10) CCEA information sheets on hand, it shall notify CCEA so that CCEA can ensure that the City has adequate information sheets on hand for new hires.

C. The City will furnish bulletin boards for use of CCEA (Bulletin Boards for the exclusive use by CCEA shall be provided at City Hall, Faraday and the main Library). Material placed on said bulletin boards shall be at the discretion of CCEA. City may remove CCEA material only in the event the material is obviously offensive to good taste, defamatory, and shall be removed only on prior notification to CCEA.

Bulletin boards shall be located at: 1) City Hall Employees' Lounge, 2) Library Employees' Lounge, 3) Parks Employee Rooms, 4) Oak Avenue Trailer, 5) Faraday Employees' Lounge, 6) Safety Center Employees' Lounge, 7) Mechanical Maintenance, 8) Stagecoach Community Park, 9) Calavera Community Park, 10) Redevelopment, 11) Senior Center.

By mutual agreement additional locations may be added.

CCEA reserves the right, at CCEA expense, to glass enclose with lock and key the bulletin boards furnished by the City for the exclusive use by CCEA.

D. Twice annually, within thirty (30) days of written request from CCEA, the City agrees to provide CCEA with a listing of names, departments, and classifications of employees in classifications represented by CCEA. Names, departments, and classifications provided will reflect the most current data on file with the Human Resources Department as of the date the list is prepared.

E. CCEA shall provide and maintain with the City a current list of the names and all authorized representatives of the CCEA. An authorized representative shall not enter any work location without the consent of the Department Head or his/her designee or the City Manager or his/her designee. The Department Head or his/her designee shall have the right to make arrangements for a contact location removed from the work area of the employee. Management shall not unreasonably deny access.

F. CCEA may, with the approval of the Human Resources Department, be granted the use of City facilities for after hour meetings.

G. CCEA shall be allowed to designate employee representatives to assist employees in preparing and processing grievances; and preparing and presenting material for disciplinary appeals hearings.

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CCEA may designate one employee representative to assist an employee in preparing and presenting materials for the above-listed procedures. The employee representative so designated shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures. 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 discipline or grievance hearings or City Council meetings during the off-duty time shall do so on their own time; providing, however, that employees who are ordered or subpoenaed to attend such hearings shall be compensated in accordance with the overtime provisions of this Memorandum of Understanding.

Designated employee representatives shall be allowed reasonable release time from regularly scheduled duties to attend meetings relative to other matters of employer-employee relations.

Designated employee representatives requesting time off under this article shall direct such request to his/her immediate supervisor in writing within a reasonable time period to the date requested, in order to assure that the department meets its staff needs and to assure sufficient coverage of departmental assignments.

H. CCEA may select members of the organization to attend scheduled meetings with the City staff on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the City may approve the attendance at such meetings of additional employee representatives with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the City at least two working days in advance of such meeting. Provided further:

(1) That no employee representative shall leave his or her duty or work station or assignment without specific approval of the Department Head or other authorized City management official.

(2) That any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

Article 10 Confidential Employees

Confidential employees are restricted from representing any employee organization that represents other employees of the City on matters within the scope of representation. For example, confidential employees may not disclose information obtained in their job duties to bargaining unit members unless required by their job. This article does not otherwise limit the right of confidential employees to be members of and to hold office in CCEA.

The following positions are designated as confidential:

1) Human Resources Department: Administrative Secretary, Human Resources Technician, Secretary, Senior Office Specialist.
2) City Manager's Office: Administrative Secretary, Secretary.
3) City Attorney's Office: Legal Assistant, Legal Secretary.
4) Finance Department: Administrative Secretary, Accounting Supervisor and Account Clerk II assigned to payroll responsibilities, Business Systems Specialist, Secretary.
5) Information Technology: Applications Specialist II assigned to position budgeting responsibilities.

The City may create new confidential positions provided that in the regular course of the position's duties, the employee:

- Has regular contact with files and correspondence related to management's positions and policies related to contract negotiations, and/or
- Assists or acts in a confidential capacity or who formulates, determines and effectuates management's policies within the scope of employee-employer relations, and/or
- Has normal access to confidential information contributing significantly to the development of management's policies within the scope of employer-employee relations

In such cases, the City will notify the Association of the proposed new confidential position and provide the Association with the job specifications of the new position prior to its implementation.

Article 11 Payroll Deductions/Agency Shop

A. The City shall withhold deductions in amounts designated by CCEA members providing changes do not occur more frequently than once each fiscal year.

B. AGENCY SHOP

All bargaining unit employees are required to be dues paying members of the Association, or pay a service fee in lieu of dues or, if qualified in accordance with section 4.0 below, contribute to a designated charitable organization.

1.0 Covered Employees

All employees covered by the Memorandum of Understanding between the City and the Association are considered covered employees under this Article.

2.0 Agency Fee

2.1 The amount of the agency fee will be determined annually by the Association in accordance with Government Code section 3502.5. It will not exceed the standard initiation fee, period dues, and general assessments of the Association.

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2.2 At least thirty (30) calendar days prior to any increase in the amount of the fee, and annually thereafter, each employee covered by this Agreement will receive written notice from the Association indicating:

2.2.1 The amount of the agency fee (expressed as a percentage of the annual dues per member based upon the chargeable expenditures identified in the notice);

2.2.2 The basis for the calculation of the agency fee, which will be supported by an independent audit;

2.2.3 A statement informing the employee about the existence of the independent audit and its availability to the employee upon request; and

2.2.4 The procedure for appealing all or any part of the agency fee.

2.2.5 The Association will also provide the notice referenced in this section and a copy of the Association bylaws to Human Resources to be given to new employees at their orientation.

2.2.6 The Association's appeal procedures shall comply with the requirements established by State and Federal law.

3.0 Escrow of Agency Fees in Dispute

3.1 The Association will open an account in an independent financial institution in which to place in escrow agency fees collected from employees who have made timely objections under the Association's appeal procedures.

3.2 The escrowed agency fees will not be released until after either:

3.2.1 Mutual agreement between the objecting employee and the Association has been reached on the proper amount of the agency fee; or

3.2.2 A final decision has been rendered by the impartial decision maker (or the courts, if judicial review is sought under Code of Civil Procedure section 1094.8).

3.3 The Association will pay interest at the prevailing rate on all rebated fees.

4.0 Religious Exemptions

In lieu of paying the agency fee, an employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee associations may pay an amount equivalent to the agency fee to one of the following nonreligious, non-labor charities:

United Way
Special Olympics
Carlsbad Educational Foundation

The employee must provide proof of payment to the City and the Association on a monthly basis. The Association may also require the employee to provide the Association with proof of membership or of continued membership in the religion, body, or sect upon which the religious exemption is based.

5.0 Payroll Deduction Process

5.1 In the event an employee submits an objection to the amount of the agency fee or there is a dispute regarding the employee's religious exemption claim, the employee will be informed that an amount equal to the agency fee will be deducted from the employee's salary and placed in an escrow account referred to in section 3.0 above pending the final determination of the objection or validity of the exemption. At the conclusion of the process, the escrowed funds will be disbursed appropriately.

5.2 If, after deductions commence, a dispute arises between the employee and the Association over the amount or propriety of the agency fee, deductions will continue to be made and the disputed fees will be placed in an escrow account in accordance with section 3.0 above.

5.3 All other legal and required deductions (e.g., payroll taxes, income taxes, health care premiums) have priority over agency fee deductions. No agency fee deduction will be made from an employee's paycheck unless the employee's earnings are sufficient to cover the agency fee after all other legal and required deductions are made.

5.4 If there is a non-disputed change in the exclusive representative for all or a portion of the covered employees, the City will transmit the agency fees deducted from the paychecks of those employees to the new representative without interruption. If there is a disputed change in the exclusive representative for all or a portion of the covered employees, the City will place the agency fees deducted from the paychecks of those employees in an interest-bearing accounting pending final resolution of the dispute.

6.0 Records and Reports

The Association will keep itemized records of its financial transactions. In addition, annually, within sixty (60) calendar days after the end of its fiscal year, the Association will make available to the City and to all represented employees a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

7.0 Indemnification

The Association agrees to defend, indemnify and hold the City (including its Water District and Redevelopment Agency and their officers, employees, agents, and elected or appointed officials) harmless from all claims, demands, losses, damages, disputes, obligations, liabilities, expenses (including attorney fees), or other actions arising out of or relating to this Agreement or the agency shop arrangement.

Article 12 Compensation Adjustments

During the term of this Memorandum, there shall be no general salary adjustments.
The City will continue its practice of periodically reviewing classification specifications and salaries.

Article 13 Distribution of Paychecks

CCEA employees are not required to receive payroll funds through electronic deposit. Employees who provide written authorization for such electronic deposit, shall receive a Statement of Earnings (pay stub) through an electronic pay system. The electronic pay system will permit employees to view/print current and previous bi-weekly pay stubs. The Employer will provide training for all employees, as necessary in the use of the electronic pay system.

For those employees who do not provide written authorization for an electronic deposit of their payroll, their payroll funds will be deposited in the U.S. mail with postage fully prepaid on the Friday following the electronic pay date or as soon as administratively possible if there is not an Accounts Payable check run that Friday. Payroll will be mailed to the last known address on file with the Human Resources Department. It shall be the responsibility of the employee to update their address of record with the Human Resources Department as required.

The City shall make every reasonable effort to resolve payroll errors during the next pay period, and to provide additional sums (when warranted) with the following payroll.

The City agrees to meet with the CCEA at mutually acceptable times and places to review payroll related problems affecting more than one bargaining unit member.

Article 14 Overtime

1. Overtime

   Any employee required to perform in excess of forty (40) hours in a seven (7) day cycle and/or in excess of an employee's scheduled work day shall receive compensation at the rate of time and one-half his/her regular rate of pay, except as outlined in Section 2 below. The regular rate of pay shall be calculated in conformance with the FLSA. *

   In determining an employee's eligibility for overtime, paid leaves shall be included in the total hours worked. Excluded from the total hours worked are duty free lunches, travel time to and from work, and time spent conducting bona fide volunteer activities.

   There shall be no pyramiding of overtime. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

   Time worked shall be computed by rounding to the nearest quarter of an hour.

2. Request for Temporary Shift Adjustment (Flex Time)

   An employee may request that the employee's normal workday be temporarily altered in order to accumulate a credit of work hours that may be used to take time off during the

employee's FLSA work week and same pay period without loss of pay. If the request is approved by management, pay for hours worked during this temporary shift adjustment shall be paid at the straight time rate. The FLSA work week for employees on a 9/80 schedule begins four (4) hours after the regularly scheduled starting time for their Friday shift and ends one hundred sixty eight (168) hours later (at four (4) hours after the regularly scheduled starting time for their Friday shift). For all others the work week is from Monday at 12:00 a.m. to Sunday at 11:59 p.m.

3. Call Back Pay

Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours work commencing at the time of the page, except an employee shall not be entitled to said minimum if the assignment has been scheduled in advance and the employee is provided with at least seven (7) calendar days notice of said assignment. The two (2) hour minimum also will not apply if the work is performed on the phone or remotely via computer and takes 30 minutes or less to complete, in which case the employee shall be credited for a minimum of thirty (30) minutes work.

4. Compensatory Time

In lieu of receiving overtime pay pursuant to Section 1 above, an employee may elect, subject to department approval, to receive compensatory time off on a time and one-half basis. No employee shall accrue more than eighty (80) hours of such compensatory time. Should any employee exceed eighty (80) hours of accrued compensatory time, he/she shall be paid at time and one-half his/her regular rate.
An employee may use such compensatory time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

At any time an employee may elect to "cash out" any portion of his/her accrued compensatory time balance at his/her regular rate of pay by requesting this "cash out" on his/her time card.

5. Overtime Authorization

All overtime requests must have the prior authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Calls for service beyond the end of duty time are considered as authorized.

6. Clothes Changing

Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty. Each employee is provided with a locker for

his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence and work.

Nothing herein prevents an employee from wearing his/her uniform while conducting personal business during lunch time.

Time spent in changing clothes before or after a shift, is not considered hours worked and is not compensable in any manner whatsoever.

7. Training Time

Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations (CFR), Section 785.27, et seq.

Travel time outside normally scheduled work hours shall be compensated pursuant to CFR Section 785.33, et seq.

When feasible, the Department will adjust the employee's work schedule to minimize the impact of travel and training time.

8. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. Refer to Administrative Order No. 3 for more information regarding use of City vehicles.

This provision also applies in those situations where the radio must be left on and monitored.

9. Court Pay

When an employee is physically called to court for City-related business, while off duty, he/she shall be credited on an hour for hour basis for the time actually spent in court. An employee shall be credited with a minimum of two (2) hours for the court appearance. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

10. Standby Pay

"Standby assignment" requires an employee to:

a. Review and confirm receipt of the standby assignment schedule within the deadlines established by the applicable department;

b. Wear a City-provided pager and carry a City-provided cellular phone during standby assignment;

c. Respond to a page by telephone promptly without delay. If an employee has arranged for another employee to respond, the employee must notify the supervisor, the department, and dispatch of the name of the substitute employee who will respond. Thereafter, callback shall be handled in accordance with each department's standby/callback policy;

d. Each department's standby/callback policy shall be developed and submitted to Association representatives for meeting and conferring. In addition, the City shall provide training for the supervisors and managers responsible for administering departmental standby/callback policies and shall also provide orientation for all employees subject to the standby/callback policies;

e. Abide by the City's Alcohol and Drug Policy as specified in Article 40 of this agreement during standby assignment; and abide by the rules and regulations set forth by the Department of Transportation (DOT);

f. Wear appropriate clothing, safety equipment, and any other form of City identification as defined by the department when making a callback response from standby assignment;

g. Accept $30.00 per day for each day on standby assignment.

h. Acknowledge and agree that time on standby assignment is not considered to be compensable work time for purposes of the Fair Labor Standards Act (FLSA); provided, however, (1) individuals have not waived any rights they may have outside of this contract under the FLSA; and (2) neither the fact of these negotiations nor the changes negotiated in this agreement shall be used by either party or by any individual to the prejudice of the other party in any grievance or complaint outstanding as of the time of this agreement.

Article 15 Working Out of Classification

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than twenty-one (21) calendar days, the employee shall receive additional pay. In such cases, the employee shall be paid at an appropriate level which will assure an increase of not less than five percent (5%) greater than the salary of his/her current position.

No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualifications of the higher classification by the Human Resources Director as recommended by the affected Department Head. Exceptions to the minimum qualifications criteria may be recommended by the affected Department Head on a case by case basis. If the employee does not meet the minimum qualifications for the higher classification he/she shall receive not less than 2.5% additional pay.

The additional pay shall commence on the twenty-second (22nd) calendar day following the temporary reassignment of the performance of duties of the higher classification. The recommendation that an employee be required to perform duties of the higher classification shall be placed in writing by the affected Department Head and submitted to the Human Resources Director for approval.

The employee assigned to perform the duties of a higher classification shall not serve for more than one hundred and eighty (180) calendar days in a higher classification unless approved by the City Manager or his/her designee.

A person appointed in an acting capacity shall be eligible to receive merit increases in his/her regular position during the acting appointment. The Human Resources Director shall obtain the employee's consent for the temporary performance of any of the duties of the higher classification beyond a period of twenty-one (21) calendar days, prior to the employee's assuming or continuing the duties and additional compensation, which consent shall clearly state that it is understood that a reduction in salary shall be effected to his/her original salary rate upon the expiration of the need for the performance of the duties of the higher classification.
The Association may present to the Human Resources Director specific facts which support that an employee is performing the duties of a higher classification. The Human Resources Department will conduct a study and provide the Association with the findings of the classification study. Should the study determine the duties to be of a higher, lower or comparable existing classification, a proposed solution to the situation will be offered. The proposed solution may include, among other alternatives, that the work be managed in an alternative manner or that the position be reclassified to reflect the work being performed. The reclassification of a position will be approved in accordance with the personnel rules..

Article 16 Injured on Duty

Occupational Sick Leave is leave with pay that is granted to employees who have sustained a work related injury or illness and are temporarily disabled from work.

Any general employee that sustains a work related injury or illness and becomes temporarily disabled from work as a result, may receive their full salary, in lieu of the State mandated temporary disability benefit, for a period of up to forty-five (45) calendar days for any single incident. The periods of temporary disability need not be continuous. Any aggravation of a pre-existing occupational injury or illness will be treated as such and not as a new injury. In this situation, the employee will not be entitled to any occupational sick leave benefit which exceeds the original maximum of forty-five (45) calendar days. The City reserves the right to determine whether occupational sick leave will be granted. Granting of occupational sick leave will be subject to the same procedures and standards (including predesignated physicians, resolution of disputes over benefits, use of Agreed Medical Examiners, etc.) as used in workers' compensation matters and/or FMLA/CFRA matters.

An employee who is still temporarily disabled after the forty-five (45) calendar days have been exhausted will be paid at the rate established by the California Labor Code for such disabilities. However, the City shall supplement the State rate, up to the employee's full salary level, by utilizing any vacation, sick, or compensatory leave that the employee has accrued. Once the

employee's accrued leave has been exhausted, the employee will be compensated at the State rate for the balance of the temporary disability period.

Wages alone will be the basis of computation for occupational sick leave.

Article 17 Bilingual Pay

The City will provide additional compensation to an employee, designated by the Human Resources Department, in the amount of $40.00 per pay period for the performance of bilingual skills. The determination of the number of persons/positions to be designated as bilingual is the sole discretion of the City.

In order to qualify for and receive bilingual pay, employees must pass a bilingual proficiency test in the Spanish language as determined appropriate by the City.

This Article shall not be subject to the grievance procedure.

Article 18 Uniforms and Equipment

A. The City shall continue to provide and maintain uniforms in the maintenance departments.

B. Employees shall be responsible for proper care and maintenance of uniforms.

C. Except for reasonable travel time to and from work, uniforms shall not be worn outside the context of performing maintenance functions while on duty or as otherwise acting as an agent of the City.

D. The City shall continue to purchase safety boots or safety shoes for classifications as determined by the City. The City shall establish, subject to consultation with the affected employees, a voucher system to purchase safety footwear from City-approved vendors. Individual acquisitions made outside the voucher system must be pre-approved for reimbursement after review by the employee's supervisors.

   Acquisition of safety footwear shall be limited to a maximum of two (2) times per year not to exceed a cost of $150 per acquisition. In special circumstances as determined and pre-approved by the employee's supervisor, safety footwear acquisition requiring an expenditure over $150 may be made one (1) time per year, not to exceed a cost of $200.

E. The City will reimburse any employee who is required to wear safety glasses and/or goggles up to one hundred seventy-five dollars ($175) in a calendar year for the cost of prescription lenses for such glasses and/or goggles, subject to the following conditions:

   1. The employee must present an appropriate receipt;

   2. Reimbursement is for lenses only and not for eye examination, treatment or visits to an optometrist or optician;

3. The City will provide reimbursement only for glasses and/or goggles if the prescription has changed or if glasses and/or goggles have been damaged; and

4. Glasses and/or goggles for which the City has provided reimbursement shall only be used while performing work for the City.

F. Value of Uniforms reported to CalPERS

The City shall report the biweekly amount of $1.92 as special compensation related to the monetary value of the required uniforms for employees in the following positions:

1. Building Maintenance Worker I/II
2. CMWD Construction & Maintenance Worker II
3. CMWD System Operator II
4. CMWD Water Conservation Specialist
5. Cross Connection Control Technician
6. Custodian /Custodian II
7. Environmental Specialist I/II
8. Equipment Service Worker
9. Equipment Technician I/II
10. Lead Equipment Technician
11. Maintenance Aide in the Parks Division
12. Maintenance Worker in Parks and Streets Departments
13. Meter Services Worker I/II/III
14. Park Maintenance Specialist
15. Park Maintenance Worker II/III
16. Sanitation Systems Operator I/II/III
17. Scada Technician
18. Senior Building Maintenance Worker
19. Senior Cross Connection Control Technician
20. Senior Environmental Specialist
21. Storm Drain Maintenance Worker
22. Street Maintenance Worker I/II/III
23. Tree Trimmer I/II
24. Tree Trimmer Leadworker
25. Utility Worker I/II/III
26. Warehouse Technician
27. Water Conservation Specialist
28. Water Systems Operator I/II/III

Article 19 Tool Reimbursement

This article applies only to eligible employees in the following job classifications who furnish their own tools as a condition of employment: Lead Equipment Technician, Equipment Technicians and Equipment Service Workers.

Employees in the job classifications mentioned are required to provide their own tools on the job as a condition of employment. The employees are further eligible to receive a cash tool reimbursement provided that the conditions for receiving the reimbursement are met.

Tools and tool boxes will be replaced in kind if they are lost due to fire, burglary, or robbery of the City facility or some other catastrophe or accident not due to the employee's negligence or fault. Tools and tool boxes will not be replaced due to employee negligence. An inventory of all the tools in the employee's possession at work, including those tools over and above the "essential tool list," must be on file with the Superintendent. The City has the right to request that a specialized tool(s) not be kept in the employee's inventory.

The City will reimburse the employees in the above classifications up to five hundred fifty ($550) dollars in a fiscal year for the cost of tools, subject to the following conditions:

1) The employee must present an appropriate original receipt;

2) Such reimbursement will be paid only once during the fiscal year, by September 30, and cannot be accumulated from year to year.

Those expenses not documented by an original receipt, up to the five hundred fifty ($550) dollar maximum, will be incorporated into the employee's regular payroll check and treated as taxable income.

It is the responsibility of the Management to direct the administration of the tool reimbursement and:

A. Provide a list of "essential tools" which define the full inventory of tools required for employees to be eligible for tool reimbursement.

B. Recommend revisions to the "essential tools" and to meet the requirements of current skilled trades technology.

C. Informally agree with members of the shop when considering adding tools to the "essential tool list."

Employees receiving a tool reimbursement shall allow inspection of personal tool box by supervisor to verify outfitting of tools. The eligible employee during each work shift must have all the tools listed as "essential tools." Failure to keep said tools on site will result in the tool reimbursement being withheld from the individual until such time as the employee comes into possession of all "essential tools."

The appropriate supervisor during the month of August will:

A. Review the personal tool inventory as meeting the requirements of "essential tools."

B. Provide a recommendation to the Superintendent of an alternate tool as a substitute for the tool listed on the "essential tools" list on an item-by-item basis.

In September of each year, the Superintendent shall prepare the necessary payable documents to provide for payment of the tool reimbursement to eligible employees.

Article 20 Longevity Pay

1. Salary Step 6 shall apply to any range in the Salary Plan to provide for a five percent (5%) increase of base salary for only miscellaneous employees who have attained five (5) continuous years of service in the City of Carlsbad at Step 5 of the same salary range in the Salary Plan. In any case where an employee is promoted and moves from the employee's existing class to another class, allocated to a higher range of compensation, the employee shall be advanced to the lowest step in such higher range which will provide a at least a five percent (5%) salary increase.

2. Salary Step 7 shall apply to any range in the Salary Plan to provide for a two and one-half percent (2-1/2) increase of basic salary for those miscellaneous employees who, have attained five (5) continuous years of service in the City of Carlsbad at Step 6 of the same salary range in the Salary Plan. Eligibility for Salary Step 7 is contingent upon the employee being approved for such salary step by the employee's Department Head.

3. Failure of the Department Head to approve a longevity increase shall not constitute grounds for submission of a grievance or an appeal to a hearing officer. In any case where an employee is promoted and moves from the employee's existing class to another class allocated to a higher range of compensation, the employee shall be advanced to the lowest step in such higher range which will provide at least a five percent (5%) salary increase unless this causes the employee's salary to exceed the maximum of the new salary range.

Article 21 Vacation

Every probationary and regular full time employee shall accrue vacation leave for each calendar year of actual continuous service dating from the commencement of said service, with such time to be accrued on a daily (calendar day)basis.* Vacation leave can be used in 15 minute increments.

A. Basis of Accrual

Accrual of vacation begins with the first working day following appointment and thereafter accrues on a daily basis*. The following shall be the annual vacation leave schedule:

- Beginning with the first (1st) working day through the completion of five (5) full calendar years of continuous service – 13 minutes/day.

- Beginning the sixth (6th) year of employment through the completion of ten (10) full calendar years of continuous service – 20 minutes/day.

- Beginning the eleventh (11th) year of employment through the completion of eleven (11) full calendar years of continuous service – 21 minutes/day.

- Beginning the twelfth (12th) year of employment through the completion of twelve (12) full calendar years of continuous service – 22 minutes/day.

- Beginning the thirteenth (13th) year of employment through the completion of thirteen (13) full calendar years of continuous service – 24 minutes/day.

- Beginning the fourteenth (14th) year of employment through the completion of fifteen (15) full calendar years of continuous service – 25 minutes/day.

- Beginning the sixteenth (16th) year of continuous employment, vacation time shall be accrued, and remain at a rate of 26 minutes/day for every full calendar year of continuous employment thereafter.

B. Vacation Accrual Maximum

All employees shall be entitled to earn and accrue up to and including three hundred and twenty (320) hours of vacation, and no employee will be allowed to earn and accrue vacation hours in excess of the three hundred and twenty (320) hour maximum. Department Heads shall encourage the taking of accrued vacation leave. If there are unusual circumstances that would require an employee to exceed the vacation accrual maximum, he/she must submit a request in writing to the Department Head and the City Manager. The Department Head and the City Manager may grant such request if it is in the best interest of the City. Requests will be handled on a case-by-case basis and will be considered only in extreme circumstances.

C. Vacation Conversion

Once in each February ,during a pay period to be determined by the City Manager or his/her designee, employees will be allowed to voluntarily convert up to eighty (80) hours of accrued vacation to cash, provided that they have used at least eighty (80) hours of vacation during the prior calendar year*.

D. Effects of Holiday on Vacation Leave

In the event one or more authorized municipal holidays fall within a vacation leave, such holiday shall not be charged as vacation leave, but shall be credited as a holiday. This is subject to the provisions in Article 23 (Holidays).

E. Effect of Leave of Absence on Accrual of Vacation Leave

An employee's accumulation of vacation leave will cease after the completion of two (2) full scheduled pay periods in which the employee has not received compensation due to a leave of absence without pay. Accrual will be reinstituted beginning the first day the employee has returned to work.*

F. Compensation for City Work During Vacation Prohibited

No person shall be permitted to work for compensation for the City in any capacity, except compensation for mandated court appearances, during the time of his/her paid vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation in the event of an emergency and place him/her on regular pay status.

G. Scheduling Vacations

An employee may take his/her annual vacation leave at any time during the year, contingent upon determination by his/her Department Head that such absence will not materially affect the department. Each employee must consider the needs of the service when requesting annual vacation leave. An employee shall normally provide one week notice in advance of the day(s) he/she is requesting vacation time off. When a family emergency arises which necessitates the use of vacation time, an employee shall provide as much advance notice as possible considering the particular circumstances.

H. Terminal Vacation Pay

An employee with regular status separating from the City service who has accrued vacation leave shall be entitled to terminal pay in lieu of such vacation. No leave credit will be earned on terminal leave payments. When separation is caused by death of an employee, payment shall be made to the estate of such employee or, in applicable cases, as provided in the Probate Code of the State.

Article 22 Holidays

A. Authorized Holidays

The City shall observe: eleven (11) scheduled paid holidays plus two (2) floating holidays for employees assigned to eight-hour-per-day-five-days-per-week workweeks and employees participating in the 9/80 alternative work schedule; and eleven (11) scheduled holidays for employees assigned to ten-hours-per-day-four-days-per-week workweeks. The floating holiday may be used at the discretion of the employee with prior approval of the Department Head.

The scheduled paid holidays that will be official City holidays shall be as follows:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day
Labor Day	Two (2) Floating Holidays

B. Procedure if Holiday Falls on Saturday or Sunday

For those employees whose normal work week is Monday through Friday, when a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

The City shall annually develop and publish a holiday schedule which will identify the specific days on which the above holidays will be observed as official City holidays and which days will not be observed for employees on ten-hours-per-day-four-day-per-week workweeks.

C. Employees Required to Work on Holidays

1. Any employee who shall be required to work on any holiday which he/she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of time and one-half their FLSA regular rate for actual hours worked plus eight (8), nine (9), or ten (10) hours of holiday pay, as applicable. All employees who are entitled to be absent on any holiday, and who in fact are absent, shall receive full compensation therefore at the straight time rate.

2. Those employees whose work schedules and assignment of duties require them to work on an authorized holiday shall receive eight (8), nine (9), or ten (10) hours of holiday pay, as applicable, for such work week at the same rate of pay at which they are employed, in addition to their normal pay for the time worked.

D. Employees Whose Regular Day Off Falls On a Holiday

If a holiday occurs on a day which is the employee's regular day off he/she shall be entitled to holiday pay in the amount of eight (8), nine (9), or ten (10) hours, as applicable, at straight time.

E. Employees on Leave

Only employees who are on paid status on their last scheduled work day before a holiday shall be entitled to the paid holiday except where otherwise required by law.

F. Effect of Sick Leave on Holiday Pay

An employee whose work schedule and assignment of duties require him/her to work on an authorized holiday and who calls in sick on that work shift shall be paid eight (8), nine (9), or ten (10) hours as applicable of holiday pay and shall also be charged for the appropriate use of sick leave.

Article 23 Sick Leave

Sick leave can be used in 15 minute increments.

A. Accrual

Every probationary and regular full time employee shall accrue sixteen (16) minutes sick leave with pay for each calendar day of actual continuous service dating from the commencement of said service, with such time to be accrued on a daily (calendar day) basis.* Such accruals shall be cumulative. An employee shall not receive payment for unused sick leave accumulated to his/her credit upon termination, whether voluntary or involuntary.

Sick leave shall not be considered a right which an employee may use at his/her discretion. Sick leave shall be allowed as follows:

1. In the case of actual illness or disability that is not job related.

2. Exposure to contagious disease that would jeopardize the health of others. When sick leave is granted under these circumstances, an explanatory medical certificate from the physician is required.

3. A pre-scheduled doctor, dental, or optometry appointment has been approved by the employee's direct supervisor.

4. Because illness of a member of the immediate family requires constant care and no other care is available and/or financially feasible except that of the employee. Immediate family is defined in Article 24, Bereavement.

5. All leave provisions will be administered consistent with state and federal laws.

B. Proof of Illness

In order to receive compensation while absent from duty on sick leave, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. The Department Head may request a certificate issued by a licensed physician or other satisfactory proof of illness when abuse is suspected and/or when sick leave use is in excess of three (3) consecutive work days. The Department Head may also designate a licensed physician to conduct a physical examination, and such examination shall be conducted at City expense. Employees shall be required to account for all hours they are requesting as sick leave by completing an absence request. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Head the employee has abused such privileges.

C. Effect of Leave of Absence

An employee's accumulation of sick leave will cease after the completion of two (2) full scheduled pay periods in which the employee has not received compensation due to a leave of absence without pay. Accrual will be reinstituted upon return to work.*

D. Blood Donations

Employees making a donation of blood without charge will be given reasonable time off for that purpose. No charge will be made against accrued leave when such absence is approved in advance by the supervisor.

E. Effect of Holidays on Sick Leave

In the event one or more authorized municipal holidays fall within a sick leave, such holiday shall not be charged as sick leave, but shall be credited as a holiday. This is subject to the provisions in Article 21 (Holidays).

F. Sick Leave Conversion

Any permanent employee who has accrued and maintains a minimum of one hundred (100) hours of sick leave shall be permitted to convert up to twelve (12) days of accumulated uncompensated sick leave to vacation at a ratio of three (3) sick leave days per one (1) day of vacation. The sick leave conversion option will be provided during the first week of each fiscal year. Employees will not be allowed to convert sick leave to vacation if such conversion would put them over the vacation accrual maximum of three hundred and twenty (320) hours.

Any permanent employee applying for retirement with the Public Employees' Retirement System may convert accrued and unused sick leave time to extend service time in the system at the ratio of 25 days of accrued sick leave to one month of extended service.

Article 24 Bereavement Leave

A. An employee shall be granted, upon written request, up to three work shifts of paid bereavement leave if required to be absent from duty due to the death of a member of the employee's immediate family. Additional time off may be authorized by the Department Head and charged to accrued vacation or sick leave or, when no accrued leave is available, treated as leave without pay.

The "immediate family" shall be defined in the personnel rules and regulations.

B. The employee may be required to submit proof of relative's death before final approval of bereavement leave is granted.

Article 25A Family and Medical Leave Acts

The parties acknowledge the existence of the state and federal family and medical leave acts ("the Acts") and intend to apply and implement this Memorandum of Understanding so as to comply with the Acts. As to employees who are entitled to family and medical leave under the Acts, the City will apply "Article 25B Leave of Absence," as modified to comply with greater benefits and protections, if any, that are provided in the Acts. The parties agree to consult if compliance with the Acts may hereafter require modifying the provisions of this Memorandum of Understanding.

Article 25B Leave of Absence

1. Leave of Absence Without Pay

A. General Policy

Any employee may be granted a leave of absence without pay pursuant to the approval of his/her Department Head for less than two calendar weeks. If the duration of the leave of absence will be longer, the approval of the City Manager or his/her designee is required.

An employee shall utilize all his/her vacation, compensatory time off and/or sick leave (if applicable) prior to taking an authorized leave of absence without pay.

A leave without pay may be granted for any of the following reasons:

1. Illness or disability.

2. To take a course of study which will increase the employee's usefulness on return to his/her position in the City service.

3. For personal reasons acceptable to the City Manager and Department Head.

B. Authorization Procedure

Requests for leave of absence without pay shall be made in writing and shall state specifically the reason for the request, the date when the leave is desired to begin, the probable date of return, and the agreement to reimburse the City for any benefit premiums paid by the City during the leave of absence. The request shall normally be initiated by the employee, but may be initiated by his/her Department Head, and, if applicable, shall be promptly transmitted to the City Manager or his/her designee for approval. A copy of any approved request for leave of absence without pay with a duration equal to or greater than two calendar weeks shall be delivered promptly to the Directors of Finance and Human Resources.

C. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed six months, unless otherwise approved by the City Manager. The procedure for granting extensions shall be the same as that in granting the original leave provided that the request for extension is made no later than fourteen (14) calendar days prior to the expiration of the original leave.

D. Return From Leave

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact his/her Department Head at least fourteen (14) calendar days prior to the day he/she plans

to return. The Department Head shall promptly notify the Human Resources Department of the employee's intention. The employee shall return at a rate of pay not less than the rate at the time the leave of absence began.

E. Effect of Leave Without Pay

A pro-rata reduction of normal annual vacation and sick leave accruals shall be applicable to an approved absence without pay. Any absence without pay constitutes a break of continuous service with the City. The granting of any leave without pay exceeding two full scheduled pay periods shall cause the employee's salary anniversary date and calculation of full-time continuous service to be extended by the number of calendar days for which such leave has been granted less the first two full pay periods of such leave.

An employee's accumulation of sick leave and vacation leave will cease after the completion of two (2) full scheduled pay periods in which the employee has not received compensation due to a leave of absence without pay. Accrual will be reinstituted beginning the first day the employee has returned to work.*

F. Leave Without Pay - Insurance Payments and Privileges

An employee on leave without pay may continue his/her City insurance benefits by reimbursing the City for the employee's costs of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of a leave of absence will result in the employee's coverage terminating on the first day following the month in which the last payment was received.

Upon the employee's return to paid status, any sums due to the City shall be repaid through payroll deductions. This applies to sums due for insurance as well as other payment plans entered into between the City and the employee (e.g., computer loan).*

Upon eligibility for COBRA, the employee will be notified of the opportunity to continue benefit coverage via the COBRA process.

An employee on leave of absence without pay shall not have all of the privileges granted to regular employees (e.g., holiday pay), unless required by law.

2. Pregnancy Disability Leave

Pregnancy Disability Leave shall be authorized and/or administered in accordance with the provisions of State and Federal law. An employee disabled by pregnancy shall be allowed to utilize a combination of accrued sick leave, vacation, compensatory time and leave without pay to take a leave for a reasonable period of time, not to exceed four months. An employee shall utilize all accrued leave, except compensatory time off, prior to taking leave without pay. Reasonable period of time means that period during which the employee is disabled on account of pregnancy, childbirth, or related conditions.

An employee who plans to take a leave pursuant to this article shall give the City reasonable notice of the date the leave shall commence and the estimated duration of the leave.

Article 26 Military Leave

Military leave shall be authorized in accordance with the provisions of State and Federal law. The employee must furnish satisfactory proof to his/her Department Head, as far in advance as possible, that he/she must report to military duty.

Article 27 Jury Duty

When called to jury duty, an employee, having provided at least five working days written notice, shall be entitled to his/her regular compensation. Employees shall be entitled to keep mileage reimbursement paid while on jury duty. A Department Head may, at his/her sole discretion, contact the court and request an exemption and/or postponement of jury service on behalf of an employee.

Employees released early from jury duty shall report to their supervisor for assignment for the duration of the work day. At the discretion of the supervisor, an employee may be released from reporting back to work if an unreasonable amount of the work day remains in light of travel time to the job site after release.

Article 28 Rest Periods

All CCEA represented employees shall receive, at the direction of the respective department, two (2) fifteen (15) minute rest periods, one each approximately at the mid-point of each one-half shift. Employees working in the field shall take, at the direction of the department, rest periods at or nearby the work site or return to their department for rest. Rest time is not cumulative beyond the half scheduled work day within which the break period occurs.

Article 29 Late Starts

An employee who is tardy to work shall be formally counseled by his/her supervisor. Tardiness may cause the employee's pay to be docked. Such docking shall be done by rounding to the nearest quarter hour. An employee may not substitute accrued compensatory time, vacation, holiday, or sick leave for the docked pay. Nor may the employee utilize a shortened break period or lunch period.

Article 30 Flexible Classifications

An employee hired into one of the listed entry level positions shall be reclassified to the journey level position following twelve (12) months of successful service in the entry level position and upon meeting journey-level requirements, if any, as established by the City. Any City-established requirements must be identified in the classification description. The employee shall be placed at the nearest step of the journey level salary range which represents a minimum five percent (5%) salary increase.

Entry Level Position	Journey Level Position
Account Clerk I	Account Clerk II
Technician I	Building Technician II
Engineering Technician I	Engineering Technician II
Library Assistant I	Library Assistant II
Maintenance Worker I	Park Maintenance Worker II
Maintenance Worker I	Street Maintenance Worker II
Meter Services Worker I	Meter Services Worker II
Office Specialist I	Office Specialist II
Planning Technician I	Planning Technician II
Police Records Specialist I	Police Records Specialist II
Tree Trimmer I	Tree Trimmer II

An employee hired into one of the entry level positions listed below shall be reclassified to the journey level position following twenty-four (24) months of successful service in the entry level position and upon meeting journey-level requirements, if any, as established by the City. Any City-established requirements must be identified in the classification description. The employee shall be placed at the nearest step of the journey level salary range which represents a minimum five percent (5%) salary increase.

Entry Level Position	Journey Level Position
Building Inspector I	Building Inspector II
Code Enforcement Officer I	Code Enforcement Officer II
Inspector I	Inspector II
Equipment Technician I	Equipment Technician II
Librarian I	Librarian II
Utility Worker I	Utility Worker II
Sanitation Systems Operator I	Sanitation Systems Operator II

Article 31 Flexible Start Hours

CCEA represented employees, with advance Department Head approval, may alter their starting time per shift between the hours of 6:00 a.m. and 9:00 a.m. The Department Head may revoke the flexible start time at any time and return the employee to regular working hours for that particular department. An employee shall receive fourteen (14) days notice, unless extenuating circumstances preclude such a notice, prior to revocation of flexible start hours. This article is not subject to the grievance procedure.

Article 32 Flexible Work Schedules

Employees hired on or after December 23, 1991, by departments/divisions currently operating on an alternative work schedule shall be subject to having their daily work schedule changed at the sole discretion of the department. Such changes include, but are not limited to, a) number of days/hours to be worked on a daily basis and in a payroll period; b) normal days off; and c) starting/ending times of assigned shifts. This article shall not be subject to the grievance procedure.

9/80 Alternative Work Schedule:

The parties acknowledge that they met and conferred in good faith over the terms and conditions for implementation of a 9/80 work schedule. The result of that meeting and conferring is reflected in the City of Carlsbad's Administrative Order No. 57, by which the parties will control implementation of the 9/80 schedule. This article shall not be subject to the grievance procedure.

Article 33 Flexible Job Sharing

Two or more employees may, with the express written approval of the City Manager, the Human Resources Director, and the affected Department Head, participate in a flexible job sharing program. The specifics of such a program shall be determined by the employees and the City on a case by case basis. Prior to implementation of any such program(s), a written agreement setting forth the specifics of the program shall be signed by the affected employees and the City. This article shall not be subject to the grievance procedure.

Article 34 Health Insurance/Flexible Benefits Program

A. Flexible Benefits Program

Employees represented by CCEA will participate in a flexible benefits program that includes medical insurance, dental insurance, vision insurance, and flexible spending accounts (FSAs). Each of these components is outlined below.

Medical Insurance

A1. Employees represented by CCEA will be covered by the Public Employees' Medical and Hospital Care Act (PEMHCA) and will be eligible to participate in the CalPERS Health Program. The City will pay on behalf of all employees covered by this agreement and their eligible dependents and those retirees designated in Section C of this Article, the minimum amount per month required under Government Code Section 22892 of the PEMHCA for medical insurance through the California Public Employees' Retirement System (CalPERS).

If electing to enroll for medical benefits, the employee must select one medical plan from the variety of medical plans offered through CalPERS. Upon ratification of the MOU between the City and CCEA, prospectively only, the City will contribute the following monthly amounts (called Benefits Credits) on behalf of each active CCEA employee and eligible dependents toward the payment of 1) medical premiums under the CalPERS Health Program, 2) contribution of some or all of the premium for dental coverage or vision coverage and 3) contributions in the name of the employee to the City's flexible spending account(s), :

(a) For employees with "employee only" coverage, the City shall contribute five hundred forty-one ($541) per month that shall include the mandatory payments to CalPERS. If the actual total premiums exceed the City's total contributions, the employee will pay the difference.

(b) For employees with "employee plus one dependent" coverage, the City shall contribute nine hundred sixty ($960) per month that shall include the mandatory payments to CalPERS. If the actual total premiums exceed the City's total contributions, the employee will pay the difference.

(c) For employees with "employee plus two or more dependents" coverage, the City shall contribute one thousand two hundred thirty-three ($1,233) per month that shall include the mandatory payments to CalPERS. If the actual total premiums exceed the City's total contributions, the employee will pay the difference.

A2. Effective upon ratification of this Memorandum by the City Council (prospectively only), the City shall increase the contributions in (a)-(c) above to the amounts indicated. The amount of the increase was determined by 1) taking the average percentage increase for all of the CalPERS HMO health plans for January 1st for the year in question and 2) adding 50% of this percentage increase to the previous calendar year's monthly City contribution for each coverage level (rounded to the nearest whole dollar amount) to determine the new monthly City contribution dollar amount.

A3. To provide CCEA members with the value of this increase in Benefits Credits for the period between January 1, 2011 and ratification of this Memorandum by the City Council, the City shall with payroll for the first full pay period after ratification of this Memorandum by the City Council, make a one-time taxable (non-PERSable) cash payment equal to the monthly increase in benefits credits for CCEA members employed by the City on that date. The total cash amount will depend on the number payroll periods in 2011 in which Benefits Credits were applied before implementation of the Benefits Credits increase resulting from sections A1 and A2 above.

A4. The dollar amount paid by the City for each coverage level (employee only, employee plus one dependent and employee plus two or more dependents) will be increased in the first pay period of calendar year 2012. . The amount of the increase will be determined by 1) taking the average percentage increase for all of the CalPERS HMO health plans for January 1st for the year in question and 2) adding half of this percentage increase to the previous calendar year's monthly City contribution for each coverage level (rounded to the nearest whole dollar amount) to determine the new monthly City contribution dollar amount.

A5. Under no circumstances will any unused Benefits Credits as outlined above be paid to the employee in cash. If the amount contributed by the City (Benefits Credits) exceeds the cost of the medical and dental insurance purchased by the employee, the employee will have the option of using any "excess credits" to purchase vision insurance or to contribute to a healthcare or dependent care flexible spending account (FSA).

All active CCEA-represented employees who work three quarter-time or less will receive prorated benefit credits.

B. <u>Dental Insurance</u>

Represented employees will be eligible to enroll in a City-sponsored dental plan. Should an employee elect to enroll for medical benefits, he/she must also enroll in dental coverage at the same coverage level (employee only, employee plus one dependent, employee plus two or more dependents) as medical insurance.

Vision Insurance

Represented employees will be eligible to enroll in a City-sponsored vision insurance plan. Employees may elect to purchase vision insurance or to opt out of the vision insurance program. If the decision is made to purchase vision insurance, a CCEA represented employee may purchase vision insurance at any level of coverage (employee only, employee plus one dependent, employee plus two or more dependents).

C. Each retired employee who was a member of this bargaining unit is eligible to be covered by the Public Employees' Medical and Hospital Care Act and is eligible to participate in the California Public Employees' Retirement System (CalPERS) Health Program. Represented employees who retire from the City, either service or disability, shall be eligible to continue their enrollment in the CalPERS Health Program when they retire, provided that the individual is enrolled or eligible to enroll in a CalPERS medical plan at the time of separation from employment and their effective date of retirement is within 120 days of separation. The City will contribute the minimum amount per month required under Government Code Section 22892 of the PEMHCA toward the cost of each retiree's enrollment in the CalPERS Health Program.

Employees who retire from the City, either service or disability, shall be eligible to continue to participate in the City's dental and/or vision insurance programs. The cost of such dental and/or vision insurance for the retiree and eligible dependents shall be borne solely by the retiree. The City shall not charge the COBRA administrative cost to the retirees. A retiree who does not choose continued coverage upon retirement, or drops coverage, is only eligible to return to the City's dental and vision insurance program during open enrollment periods.

The City will invoice the retiree for his/her monthly premiums for dental and/or vision insurance and the retiree must keep such payments current to ensure continued coverage.

Opt Out Provision

CCEA represented employees who do not wish to participate in the CalPERS Health Program will have the choice of opting out of the City's medical insurance program, provided they can show that they are covered under another insurance program.

Upon ratification of the MOU between the City and CCEA (prospectively only), employees who elect the opt-out provision will be given a reduced City contribution amount (Benefits Credits) of two hundred thirty-four ($234) per month to be used toward the purchase of dental insurance, vision insurance, or as a contribution to a flexible spending account. The City contribution amount of two hundred thirty-four ($234) per month will be granted to any employee who elects to opt out of the CalPERS Health Program, regardless of the employee's level of coverage (employee only, employee plus one dependent, employee plus two or more dependents).

The dollar amount paid by the City for employees who elect the opt-out provision will be increased in the first pay period of calendar year 2012. The amount of the increase will be determined by 1) taking the average percentage increase for all of the CalPERS HMO health plans for January 1st for the year in question and 2) adding half of this percentage increase to the previous calendar year's monthly City contribution for each coverage level (rounded to the nearest whole dollar amount) to determine the new monthly City contribution dollar amount.

Under no circumstances will any unused Benefits Credits as outlined above be paid to the employee in cash.

Article 35 State Disability Insurance/Family Medical Leave Benefits

A. Employees represented by CCEA will be enrolled in the State Disability Insurance Program. (The City agrees to pay the premium.)

B. On January 1, 2004, the State Disability Insurance Program will provide for paid leave benefits for employees who qualify for family medical leaves of absence. The employee shall pay the premium attributed to the family medical leave portion of the insurance program. The employee may elect to use accumulated vacation, sick leave or compensatory time off during the seven day elimination period.

C. Employees represented by CCEA shall be entitled to combine accumulated sick leave, vacation leave or comp time with State Disability payments for the purpose of achieving the equivalent of their pre-disability salary to the extent allowed by law during any period of nonindustrial disability. Under no circumstances shall the combination of accumulated leave and State Disability Insurance payments exceed the employee's pre-disability salary.

Article 36 Long Term Disability (LTD)

During the term of this memorandum, City agrees to continue to provide long term disability insurance. Said insurance shall provide for a ninety (90) day waiting period prior to payment eligibility. Employees represented by CCEA shall be entitled to combine accumulated vacation leave or comp time with LTD payments for the purpose of achieving the equivalent of their pre-disability salary to the extent allowed by law during any period of nonindustrial disability. Accumulated sick leave may not be combined with LTD payments. Under no circumstances shall the combination of accumulated leave and LTD payments exceed the employee's pre-disability salary.

Article 37 Retirement

A. The City will contract with CalPERS to provide the "3% at 60" retirement benefit for all CCEA represented employees effective January 1, 2005. Effective the pay period inclusive of January 1, 2005, the City will pay seven percent (7%) and the employee will pay the additional one percent (1%) of the employee's retirement contribution to CalPERS.

B. Commencing with the pay period inclusive of January 1, 2005, the one percent (1%) employee contribution will be deducted from each employee's salary on a pre-tax basis by implementing provisions of section 414(h)(2) of the Internal Revenue Code (IRC).

C. The City will continue to contract with CalPERS for the single highest year provision and the third level of 1959 Survivors' Benefit.

D. The City shall continue to contract with CalPERS for the military service credit option. The cost of this option is borne entirely by the employee. Payments by the employee to CalPERS are to be arranged by the employee directly with CalPERS. Once such a payment schedule has been approved by CalPERS, the employee may arrange with the City for such payments to be made by means of payroll deduction

E. Reduction in Employer-Paid Member Contributions (EPMC): Effective with the first payroll period including December 1, 2011, the 7% EPMC referenced in section A above shall be reduced to 3.5% for all employees. Effective with the pay period that includes December 1, 2012, the EPMC referenced in section A above shall be reduced another 3.5% for all employees. Employees shall pay the entire 8% employee contribution through payroll deductions. Second tier employees as described below, shall be subject to a statutory 7% required employee contribution. Employee contributions for second tier employees shall be made through payroll deductions and they shall receive EPMC of 3.5% until the pay period that includes December 1, 2012 and 0% thereafter.

F. Second tier of retirement benefits for employees hired after November 27, 2011: The City shall amend its contract with CalPERS pursuant to Government Code Section 20475 to provide a second tier of retirement benefits for all employees hired after November 27, 2011 or as soon as administratively possible thereafter. The second tier shall have the following key components:

    a. Retirement Formula shall be 2% @ 60 (Government Code Section 21353); and three year average final compensation (Government Code Section 20037).

G. Charter Amendment. The City shall place on the ballot at the next general election or special election, if one is otherwise scheduled (whichever occurs first) an item to be voted on by the electorate that, if passed, will prohibit the retirement formula in the second tier from being increased absent voter approval.

Article 38 Deferred Compensation

The City shall provide for a Deferred Compensation Plan which may be utilized by any employee on an optional basis. The City reserves the right to accept or reject any particular plan and to impose specific conditions upon the use of any plan. Such plan shall be implemented without cost to the City.

As soon as administratively possible CCEA-represented employees will be eligible for the personal loan provision established with the City's deferred compensation provider (currently ICMA Retirement Corporation). It is acknowledged that the City will assist in the administrative

set-up of this benefit but that the City has no liability if an employee should default on the repayment of such a loan.

Article 39 Dispute Resolution Procedure

The purpose of this procedure is to provide a single, uniform process for CCEA represented employees to resolve disputes concerning grievances and discipline in an efficient manner and without subsequent discrimination or reprisals. Any time limit provided under this Article may be extended by mutual consent of the parties.

1. Applicability of This Article

Grievances and group grievances, as defined in Part 2 of this Article, may be appealed under Parts 2 and 4 of this Article. The following types of discipline may be appealed under Parts 3 and 4 of this Article: suspension of more than one work shift, reduction in pay of more than one work shift, demotion and termination. Any regular CCEA represented employee may appeal a letter of reprimand, suspension of one work shift or less or reduction of pay of one work shift or less to his or her Department Head for a final decision.

2. Grievances

A. Individual Grievances

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations.

The City's exercise of management rights is not reviewable under this procedure unless such exercise also violates other provisions(s) of the Memorandum of Understanding and/or the Personnel Rules and Regulations. A grievance is not reviewable if it would require the modification of a policy established by the City Council or by law, or is reviewable under some other administrative procedure and/or rules of the City, such as:

(1) Appeals from formal disciplinary proceeding.

(2) Appeals from work performance evaluations.

B. Group Grievances

Within twenty (20) working days after authorized representatives of the employee organization knew or by reasonable diligence should have known of a condition giving rise to a grievance, a group of employees may file a group grievance with the Human Resources Department. CCEA, as an "organization," may also file a group grievance on behalf of employees if CCEA 1) identifies the employees who are adversely impacted by name and by classification, and 2) specifically identifies how these employees are being adversely affected.

(1) The group of employees must file one (1) grievance form which all members of the group have read and signed. Members of the group will be limited to those who have read and signed the initial grievance form.

(2) Group grievances shall proceed through all normal grievance processes and be subject to all applicable time limitations as set forth herein.

(3) The resolution of a group grievance may not be consistent among a employees who filed, read and signed the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

C. Informal Resolution

Within twenty (20) calendar days after an employee knew or reasonably should have known that he or she has suffered a grievable injury, the employee shall attempt to resolve the grievance by an informal conference with his or her immediate supervisor. Within twenty (20) calendar days after an employee organization knew or reasonably should have known that its members have suffered a grievable injury, it shall attempt to resolve the matter by an informal conference with an appropriate immediate supervisor. The Supervisor shall meet with the employee(s) or organization within ten (10) calendar days of receiving the request for the meeting. The immediate supervisor shall give his or her response to the employee or employee organization within twenty (20) calendar days of the informal conference.

D. Department Head Review

If a grievance is not informally resolved, within twenty (20) calendar days after receiving the immediate supervisor's response, the employee or employee organization shall request in writing an opportunity to discuss the grievance with the Department Head. The Department Head shall meet with the employee(s) or organization within ten (10) calendar days of receiving the request for the meeting. The Department Head, or his/her designee, shall give his or her response to the employee or employee organization in writing within twenty (20) calendar days of the meeting.

E. City Manager Designee's Review

If a grievance is not resolved by the Department Head, within twenty (20) calendar days after receiving the Department Head's response, the employee or employee organization shall request in writing an opportunity to discuss the grievance with the City Manager's Designee. The City Manager's designee shall meet with the employee(s) or organization within ten (10) calendar days of receiving the request for the meeting. The City Manager's Designee shall give his or her response to the employee or employee organization in writing within twenty (20) calendar days of the meeting.

F. Permissible Relief

A grievance may only seek to remedy the specific injury caused by a violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations.

The City's exercise of management rights is not reviewable under this procedure unless such exercise also violates other provisions(s) of the Memorandum of Understanding and/or the Personnel Rules and Regulations. A grievance is not reviewable if it would require the modification of a policy established by the City Council or by law, or is reviewable under some other administrative procedure and/or rules of the City, such as:

(1) If it would require the modification of a policy established by the City Council or by law;

(2) If it is reviewable under some other administrative procedure and/or rules of the City such as: appeals from formal disciplinary proceedings, appeals from work performance evaluations, etc.

(3) If it calls exclusively for relief that cannot be granted such as discipline of other employees or confidential information about other employees.

G. Service of Notice

A notice that a grievance has been resolved or a notice that a grievance raises a matter that may not be addressed utilizing this procedure shall be served upon the employee in person or by registered mail, and whenever possible the employee shall acknowledge service by signing the receipt.

H. Resolved Disputes

A grievance is considered resolved under any of the following circumstances:

(1) When the City and employee agree to a resolution;
(2) When the employee fails to advance the matter to the next step of the administrative procedure in the time specified herein for doing so;
(3) When the City has provided the relief sought by the employee that it is legally capable of providing.

A grievance that has been resolved does not progress any further through the dispute resolution process.

3. Discipline

A. Grounds For Discipline

The City has the authority to impose appropriate discipline upon any represented employee for cause. Discipline shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance and disciplinary record. Grounds for discipline may include but are not limited to the following:

(1) Fraud in securing employment
(2) Incompetence, neglect of duty, willful disobedience, insubordination, tardiness, working unauthorized overtime, disclosure of non-public, internal and/or confidential, information or dishonesty.
(3) Being under the influence of alcohol or intoxicating drugs while on duty.
(4) Absence without leave.
(5) Criminal conviction having some relevance to the job.
(6) Intentionally being discourteous to the public.
(7) Unauthorized use of or neglect of City property.
(8) Abuse of sick leave.
(9) Unauthorized outside employment that constitutes a conflict of interest
(10) Acceptance of a gift or gratuity that constitutes a willful conflict of interest.
(11) Falsification of any City report or record.
(12) Willful violation of any of the provisions of the City Code, ordinances, resolutions or any rules, regulations or policies which may be prescribed by the City Council, City Manager, department manager, or supervisor.
(13) Political activities precluded by State or Federal law.
(14) Failure to respond to questions or otherwise failure to participate during an investigation conducted by the City or its agents.
(15) Other acts that are incompatible with service to the public.

B. Pre-Disciplinary Procedure

If a supervisor determines that an employee might be a threat to him or herself, other employees or members of the public, the supervisor may immediately take whatever action is necessary to reduce or eliminate the danger, but the employee shall retain the right to notice and an opportunity to respond to discipline under this Article.

Except for any oral or written counseling, warning or reprimand, the Department Head or his/her designee shall advise the employee and the Human Resources Director of contemplated disciplinary action in a written Notice of Intended Discipline including a description of the misconduct, the grounds for discipline, and the employee's right to respond within five (5) work days after the date of the Notice of Intended Discipline and prior to the discipline being imposed. If the employee elects to respond, he or she may have a representative and meet informally with the City Manager's designee, without the right to bring witnesses or present a formal case. Within five (5) work days of the employee's response or failure to respond in a timely manner, the City Manager's designee shall advise the employee in writing whether the proposed discipline, modified discipline or no discipline is being imposed.

Any discipline will be announced in a written Notice of Discipline including a description of the misconduct, the grounds for discipline and the right to appeal the discipline using the administrative procedure under Part 4 of this Article.

C. Service of Notice

A Notice of Intended Discipline or a Notice of Discipline shall be served upon the employee in person or by registered mail, and whenever possible the employee shall acknowledge service by signing the receipt.

4. Administrative Procedure

An employee may have both a legal representative of his or her choosing and a CCEA representative of his or her choosing at any step of this administrative procedure. This representative may at the employee's option be provided by an employee organization. If the representative is a City employee, the employee seeking the representative shall notify the representative's immediate supervisor and the City's Human Resources Department in writing and the supervisor shall make the necessary arrangements for the representative to be present at any hearing.

A. Step One - Filing an Appeal

If a grievance is not formally resolved or an employee seeks to appeal a suspension of more than one work shift, reduction in pay of more than one work shift, demotion or termination, within ten (10) calendar days of receiving the City Manager designee's response to the grievance or the Notice of Discipline, the employee or employee organization may file with the Human Resources Director an application for an advisory hearing.

B. Step Two - Administrative Hearing

(1) Hearing Procedure

If the matter is subject to an advisory hearing, the City shall arrange if practicable for the matter to be heard by a hearing officer within one hundred twenty (120) days of the date of the filing of the appeal with the Human Resources Director. The hearing shall be scheduled for a time that is mutually convenient to the parties and the hearing officer.

The advisory hearing shall be closed unless the employee or the employee organization request that it be open to the public. In the case of an appeal of a grievance, the parties shall equally bear the costs of the mandatory court reporter, transcripts, hearing officer and facilities. Each party shall bear its own witness fees, attorney fees and exhibit costs. In the case of an appeal of disciplinary action, the City shall bear the costs of the mandatory court reporter, transcripts, hearing officer and facilities. Each party shall bear its own witness fees, attorney fees and exhibit costs.

The advisory hearing shall be limited to arguments, witness testimony and exhibits offered by the parties. The hearing shall proceed according to an Administrative Order regarding Rules of Procedure for Personnel Meetings and Hearings. Such an Administrative Order will replace Personnel Board Resolution 19 to reflect that the Personnel Board is being replaced by a hearing officer in matters of grievance and discipline.

(2) Hearing Officer

The employee or employee organization and the City may agree that the advisory hearing will be conducted before a hearing officer mutually selected by the parties from a list of hearing officers provided by a neutral third party. The selection of a hearing officer will include a review of his/her background and qualifications which will include experience as a labor attorney and/or mediator and/or arbitrator affiliated with American Arbitration Association, State of California Mediation and Conciliation Service or Judicial Arbitration Mediation Services (JAMS).

(3) Permissible Relief

In the case of a grievance appeal, the hearing officer may only recommend that the relief initially sought by the employee or employee organization be granted or that the position of the City should be upheld.

In the case of disciplinary appeals, the hearing officer may recommend either that the discipline imposed by the City be upheld, that a lesser discipline be imposed, or that no discipline be imposed.

The advisory findings and recommendation of the hearing officer shall be provided to the employee or employee organization.

C. Step Three- Final Determination

The advisory findings and recommendation, hearing transcript and exhibits concerning a grievance or a disciplinary appeal shall be transmitted as soon as reasonably possible to the City Manager for a final determination. The City Manager, or his/her designee, may allow, at his or her discretion, limited oral arguments and/or written statements from either side. Within thirty (30) calendar days of receiving all applicable documents or hearing the oral arguments of the parties, whichever is later, the City Manager or his/her designee shall make a final and conclusive written decision.

(1) For grievances, the City Manager, or his/her designee, shall either reject the grievance or uphold the grievance and provide a remedy selected by the City Manager, or his/her designee.

(2) For disciplinary appeals, the City Manager, or his/her designee, shall make a final and conclusive written decision to uphold, modify or reject the discipline.

D. Post-Hearing Procedure

The provisions of California Code of Civil Procedure Section 1094.6 shall apply to the final determination of the City Manager.

Article 40 Alcohol and Drug Policy

I. POLICY

It is the policy of the City of Carlsbad to provide, for its employees, a work environment free from the effects of drugs and alcohol consistent with applicable State and Federal law. The City of Carlsbad agrees to use a clinical laboratory which is certified by the National Institute on Drug Abuse (NIDA), now known as the Substance Abuse & Mental Health Services Administration (SAMHSA). All procedures and protocols for collection, chain of custody and testing will be conducted consistent with standards required under SAMHSA certification. This policy is intended to accomplish that objective.

A. Definitions - As Used in This Policy:

1. "Drug" means any substance which produces a physical, mental, emotional or behavioral change in the user, including but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, methamphetamines, alcohol, marijuana, and other cannabinoids.

2. "Workplace" means any site where City-assigned work is performed, including City premises, City vehicles or other premises or vehicles, while City-assigned work is being conducted, or within a reasonable time thereafter.

3. "Reasonable suspicion" means a standard for evidence or other indication of impairment of normal physical or mental skills by alcohol or drugs where such impairment could negatively affect work performance or could pose a threat to public or employee safety.

B. Employee Responsibilities

1. As a condition of employment, employees shall:

a. not engage in the unlawful manufacture, distribution, dispensation, possession or use of alcohol or drugs nor be under the influence of alcohol or drugs in the workplace or while on-call;

b. submit to an alcohol and drug analysis and remain on the premises when requested to do so by City management, acting pursuant to this policy, or by law enforcement personnel;

c. notify the City of any conviction under a criminal drug statute (including any pleas of nolo contendere), if such conviction was based on a violation which occurred in the workplace, no later than five days after such conviction;

(notification under this subsection does not relieve an employee from the disciplinary consequences of the conduct upon which a criminal conviction is based); and

d. abide by all terms of this policy.

2. Employees are encouraged to notify their supervisors when taking any medication or drugs, prescription or non-prescription (over-the-counter medications), which may interfere with safe or effective performance of their duties or operation of City equipment.

3. Off-duty involvement with any controlled substance including, but not limited to manufacture, distribution, dispensing, possession, use or any conviction under a criminal drug statute whose scope and employment are relevant to City employment may result in disciplinary action up to and including termination if there is relevant nexus between such off-duty involvement and the employee's employment with the City, consistent with the legal requirements for disciplinary due process.

C. Employer Searches

For the purpose of enforcing this policy and maintaining a drug-free workplace, the City reserves the right to search, with or without prior notice to the employee, all work areas and property in which the City maintains full or joint control with the employee, including but not limited to City vehicles, desks, lockers, file cabinets, and bookshelves. These areas remain part of the workplace context even if the employee has placed personal items in them. Employees are cautioned against storing personal belongings in work areas under full or joint City control since such work areas may be subject to investigation and/or search under this policy.

Employer searches shall occur when there is a determination of "reasonable suspicion" as defined herein. Such searches shall be conducted by persons having supervisory and/or other legal authority to conduct such searches. Searches will not normally occur without concurrence of more than one supervisor. Nothing herein shall prevent the City from taking appropriate action if there is an inadvertent discovery of evidence of drug or alcohol use.

D. Consequences of Violation of Policy

1. Failure to abide by the terms of this policy shall be grounds for disciplinary action, up to and including termination.

2. In addition to any disciplinary action, an employee who fails to abide by this policy may also be directed to satisfactorily participate in an approved alcohol or substance abuse assistance or rehabilitation program.

II. DRUG AND ALCOHOL ANALYSIS

A. Pre-employment Drug and Alcohol Analysis

1. After receiving an offer of employment, an otherwise successful candidate must submit to a drug and alcohol analysis. At the City's discretion, this analysis may be in the form of "breathalizer," urine, or blood analysis.

2. Persons whose results are positive for either illegal drugs or alcohol will be rejected for City employment.

B. Employee Drug and Alcohol Analysis

1. If a manager or supervisor of the City has reasonable suspicion that an employee is under the influence of drugs or alcohol while in the workplace or subject to duty, the employee shall be:

   a. Prevented from engaging in other work; and

   b. Required to submit to a drug and alcohol analysis. At the City's discretion, this analysis may be in the form of "breathalizer," urine, or blood analysis.

   c. An employee may also be required to remain on the premises for a reasonable time until arrangements can be made to transport the employee to his or her home.

2. Some examples of "reasonable suspicion" as defined in Section 1.A.3. include, but are not limited to, the following, when confirmed by more than one person having supervisory authority:

   a. slurred speech.

   b. alcohol odor on breath;

   c. unsteady walking or movement not related to prior injury or disability;

   d. an accident involving City property having no obvious causal explanation other than possible employee responsibility;

   e. physical or verbal behaviors that are disruptive, non-responsive, unusual for that employee or otherwise inappropriate to the workplace situation;

   f. attributable possession of alcohol or drugs;

g. information obtained from a reliable person with personal knowledge that would lead a reasonably prudent supervisor to believe that an employee is under the influence of alcohol or drugs;

3. Refusal to remain on the premises or to submit to a drug and alcohol analysis when requested to do so by City management or by law enforcement officers shall constitute insubordination and shall be grounds for discipline, up to and including termination.

4. A drug and alcohol analysis may test for the presence of any drug which could impair an employee's ability to effectively and safely perform the functions of his or her job.

5. A positive result from a drug and alcohol analysis may result in disciplinary action, up to and including termination.

6. City agrees to take steps to protect the chain of custody of any drug test sample.

III. EMPLOYEE ASSISTANCE PROGRAM

A. The City has a well established voluntary Employee Assistance Program (EAP) to assist employees who seek help for substance abuse problems. The EAP is available for assessment, referral to treatment, and follow-up. Any employee of the City wishing confidential assistance for a possible alcohol or drug problem can call the EAP office and arrange for an appointment with a counselor.

B. Employees who are concerned about their alcohol or drug use are strongly encouraged to voluntarily seek assistance through the EAP. All self-referral contacts are held in confidence by the EAP.

C. Participation in the employee assistance program will not replace normal disciplinary procedures for unsatisfactory job performance or for violation of any City policy.

Article 41 Access to Information

The City will make available to CCEA such non-confidential information pertaining to employment relations as is contained in the public records of the City, subject to the limitations and conditions set forth in this article and Government Code Section 6250-6260.
Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information which shall be made available to CCEA includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this article shall be construed as requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the City.

Nothing in this article shall be construed to require disclosure of records that are:

(1) Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles;

(2) Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record;

(3) Records pertaining to pending litigation to which the City is a party, or to claims or appeals which have not been settled.

Article 42 Communications

The parties agree to continue meeting at least once each month during the term of the agreement for the purpose of continuing communications on subjects of mutual concern.

Article 43 Legal Representation

Upon request of an employee and subject to any limitations provided by law, the City will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than the City in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of the City.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in the City pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between the City and the employee.

Nothing herein shall be construed to grant to any employee any right or privilege in addition to those provided in the said Government Code.

Article 44 Layoff

Layoff: The City may layoff an employee in the merit service because of material change in duties or organization or shortage of work and funds. Ten (10) working days prior to the effective date of a layoff, the Department Head shall notify the Human Resources Director of the intended action with reasons therefore, and a statement certifying whether or not the services of the employee have been satisfactory. A copy of such notice shall be given the employee affected. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate reemployment list as provided by these rules.

Reduction in Force Procedures: The following procedures will apply to all probationary and permanent employees in the event of a reduction in the City work force.

(a) Definitions: The following definitions apply to these procedures:

(1) City Service Seniority shall be determined as the period of total continuous service with the City as measured from the date of original appointment.

(2) Classification Seniority shall be determined as the period of total continuous service of an employee in the present classification as measured from the date of appointment to that classification.

(b) Reduction in Force--Demotion: Whenever there is a reduction in work force the City shall first demote to a vacancy, if any, in a classification, which the employee with the greatest length of continuous City service has previously served and is determined to be currently qualified. An employee may refuse to accept a demotion and accept layoff without jeopardizing reemployment rights otherwise provided for in this procedure.

(c) Reduction in Force--Layoff: Whenever there is a reduction in the work force, the City shall secondly layoff employees within a classification according to continuous service seniority. Employees with the least continuous City service shall be laid off first.

(d) Notification: Whenever there is a reduction in the work force requiring layoff, the City shall send written notice to the last known address of each employee affected by a layoff. The notice shall include the (1) reason for layoff, (2) classes to which the employee may demote within the City, if any, (3) effective date of action, (4) conditions governing retention on and reinstatement from reemployment lists, and (5) rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

(e) Determining Length of Seniority: In determining continuous City service seniority, all uninterrupted employment from the original date of hire, including periods of authorized leaves of absence and including all periods of time service seniority, all uninterrupted employment from the original date of hire, including periods of authorized leaves of absence and including all periods of time served as a limited term or CETA employee, shall be counted as continuous City service seniority.

(f) Order of Reduction in Force: In a reduction in force the following order of layoffs shall be followed: (1) part-time, temporary and provisional employees in the affected classification series; (2) limited term employees in reverse order of their seniority in the affected class series; (3) City probationary employees in reverse order of their classification seniority in the affected class series; (4) should there be need for further reduction, regular employees in the affected classification series shall be given the opportunity to accept or refuse demotion as previously described in Section B in reverse order of their classification seniority; (5) should a reduction in force still be necessary, regular employees shall be laid off in reverse order of their classification seniority.

(g) Determining Order of Layoff and Demotion for Employees With Identical Seniority: Should two or more employees have identical seniority, the order of layoff and demotion will be determined by alphabetical order of the employees' surnames.

(h) Transfer: All effort will be made by the City to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify.

(i) Order and Method of Demotion Pursuant to a Reduction in Force--Bumping: When required due to a reduction in force, employees shall be demoted in the following manner:

(1) Employees who are demoted, who have held permanent status in a lower classification shall have the right to bump employees of lesser seniority in that lower classification.

(2) Employees who have not actually held status in a lower classification shall be allowed to demote to a vacant position or to a position held by a City probationary employee in such lower class, but may not bump regular City employees already in that lower classification.

(j) Reinstatement of Employees Demoted as a Result of a Reduction in Work Force: Employees who are demoted as a result of a reduction in force shall have their names placed on a reinstatement list, in order of their seniority. Vacant positions in which an employee has served within a classification series shall first be offered to employees on this list.

(k) Reemployment of Employees Laid Off as a Result of a Reduction in Force: Employees who are laid off and who held permanent City status at the time of layoff shall have their names placed on a reemployment list for classifications at the same or lower salary range for which they qualify in the order of their classification seniority. Vacant positions in such classifications will be offered to eligibles on the reemployment list who qualify for such vacancies prior to an open or promotional recruitment.

(l) Duration of Reinstatement and Reemployment Lists: The eligibility of individuals on the reinstatement and reemployment list shall extend for a period of two years from the date of demotion or layoff. Eligibles not responding to written notification of an opening after ten working days shall have their names removed from either the reemployment or reinstatement list.

(m) Restoration of Benefits Upon Reemployment Following a Reduction in Force: Upon reemployment following a reduction in force, an individual will have the following benefits restored:

(1) Prior sick leave accruals.

(2) Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.

(3) The salary paid to an employee who is reemployed shall be equivalent to the salary plan at the time of reemployment. If the employee chooses to be reemployed in a classification which has a salary range lower than the classification from which he was laid off, then salary placement will be in the range at the Step 5 as reflected in the current effective salary plan at the time of reemployment.

(n) Payoff of Accruals Upon Layoff: Laid off employees are to be paid for all accrued holiday, vacation, compensation time and overtime when separated as a result of a layoff. The sick leave accruals of such employee will remain on the books and will be reinstated if they are reappointed.

(o) Retirement Contribution: The disposition of the retirement contributions of a laid off employee shall be governed by the provisions of the State of California Public Employees' Retirement Law as contained in the Government Code.

Article 45 Carlsbad Municipal Water District

1. Effective February 17, 1992, employees of the Carlsbad Municipal Water District ("CMWD") shall become employees of the City of Carlsbad ("City"). Each CMWD employee shall retain his/her CMWD classification, salary range, salary step, salary anniversary date, and seniority date upon becoming a City employee. Each employee's job title, salary range, and salary step shall be subject to future modification upon completion of a City classification and compensation study. In no instance shall an employee's salary be reduced as a result of the City classification and compensation study.

2. Effective February 17, 1992, each CMWD employee shall be subject to the City's personnel system as established by the municipal code, the personnel rules and regulations, administrative orders, the applicable memorandum of understanding, and other applicable ordinances, resolutions, and rules and regulations dealing with personnel and employer-employee relations.

3. Effective February 17, 1992, each CMWD employee shall be subject to the work rules and operations rules of the City.

4. Notwithstanding paragraph 2 above, each CMWD employee shall retain the benefits granted to CMWD employees as outlined in Attachment B (attached).

5. Unless specifically set forth in paragraph 4 above, all other fringe benefits shall be the same as those for City employees in the appropriate bargaining units as of February 17, 1992.

6. Employees hired on or after February 17, 1992, into the water operation shall not be eligible for those benefits set forth in paragraph 4 above.

7. Employees who terminate service with the City (by reason other than lay off) shall not be eligible for the benefits set forth in paragraph 4 above upon reinstatement to the City.

8. Employees covered by this provision are listed in Attachment C.

9. No current City employees will be laid off as a result of assimilation of CMWD employees.

10. Former CMWD employees will be in the bargaining unit represented by CCEA.

Article 46 Full Understanding, Modification, & Waiver

It is intended that this agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Article 47 Provisions of Law

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

Article 48 Retention of Benefits

The employees of the City of Carlsbad shall retain all present benefits as set forth in this Memorandum for the term of this agreement, except as amended by this Memorandum, or unless modified after exhausting the meet and confer process.

Article 49 Non-discrimination Clause

No person shall in any way be favored or discriminated against, by either the City or the Association, to the extent prohibited by law because of actual or perceived political opinion or affiliation, race, color, religion, gender, sexual orientation, marital status, age, national origin, veteran status, medical condition or physical or mental disability. In addition, no person shall be favored or discriminated against because of his/her association with someone who has or is

perceived to have any characteristics of being in one of these classes of people. This affects decisions including, but not limited to, an employee's compensation, benefits, terms and conditions of employment, opportunities for promotion, training and development, transfer and other privileges of employment.

The City is committed to providing ongoing training to all employees on the subjects of equal employment, non-discrimination and cultural awareness.

Article 50 Americans With Disabilities Act

The parties acknowledge the applicability of the Americans With Disabilities Act (ADA) and intend to apply and implement this Memorandum of Understanding so as to comply with the ADA. The parties agree to consult if compliance with the ADA may require modifying the provisions of this Memorandum of Understanding.

Article 51 Life Insurance

All CCEA-represented employees shall receive City paid life insurance in an amount equal to one times their basic yearly earnings. To determine the benefit, the amount of insurance is rounded to the next higher $1,000 multiple, unless the amount equals a $1,000 multiple. Supplemental life insurance, at an amount equal to the City paid life insurance, is available at the employee's cost. Dependent life insurance is also available at the employee's cost.

IN THE WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute the Memorandum of Understanding the day, month, and year noted below.

City of Carlsbad

LISA HILDABRAND, City Manager — 6/23/11 Date

Approved as to form:

RONALD R. BALL, City Attorney — 6/22/11 Date

6/22/11

Carlsbad City Employees' Association

STEVE JANTZ, President, CCEA — 6/19/11 Date

Attachment A

SALARY SCHEDULE - GENERAL EMPLOYEES

Effective December 27, 2010

CLASSIFICATION	RANGE
ACCOUNT CLERK I	17
ACCOUNT CLERK II	25
ACCOUNTANT	68
ACCOUNTING SUPERVISOR	54
ACCOUNTING TECHNICIAN	40
ADMINISTRATIVE SECRETARY	42
APPLICATIONS ANALYST	94
APPLICATIONS ASSOCIATE ANALYST	75
AQUATICS SPECIALIST	49
ASSISTANT ENGINEER	82
ASSISTANT PLANNER	64
ASSISTANT TO THE TREASURER	73
ASSOCIATE CONTRACT ADMINISTRATOR	52
ASSOCIATE ENGINEER	98
ASSOCIATE PLANNER	78
BUILDING INSPECTOR I	55
BUILDING INSPECTOR II	70
BUILDING MAINTENANCE WORKER I	29
BUILDING MAINTENANCE WORKER II	41
BUILDING TECHNICIAN II	50
BUSINESS SYSTEMS ASSOCIATE	70
BUSINESS SYSTEMS SPECIALIST	84
BUYER/CONTRACT ADMINISTRATOR	63
CLIENT SYSTEMS ADMINISTRATOR	87
CLIENT SYSTEMS ASSOC. ADMINISTRATOR	51
CIRCULATION SUPERVISOR	37
CODE ENFORCEMENT OFFICER I	43
CODE ENFORCEMENT OFFICER II	55
COMMUNITY OUTREACH SUPERVISOR	58
CRIME PREVENTION SPECIALIST	44
CROSS CONNECTION CONTROL TECHNICIAN	56
CUSTODIAN	6
CUSTODIAN II	16
DEPUTY CITY CLERK/TECHNICIAN	39
ELECTRICIAN	41
ENGINEERING TECHNICIAN I	45
ENGINEERING TECHNICIAN II	57
ENVIRONMENTAL SPECIALIST I	52
ENVIRONMENTAL SPECIALIST II	69
EQUIPMENT SERVICE WORKER	18
EQUIPMENT TECHNICIAN I	34
EQUIPMENT TECHNICIAN II	51
GIS ADMINISTRATOR	109
GIS ANALYST	84
GIS ASSOCIATE ANALYST	70
GIS TECHNICIAN	60
GRAPHIC ARTIST	45
HOUSING ASSISTANT	20
HOUSING SPECIALIST I	46
HOUSING SPECIALIST II	61
HUMAN RESOURCES TECHNICIAN	52
INSPECTOR I	55
INSPECTOR II	70
JUNIOR PLANNER	50
JUVENILE JUSTICE PROGRAM COORD.	58
LEAD EQUIPMENT TECHNICIAN	61
LEGAL ASSISTANT	56
LEGAL SECRETARY	49
LIBRARIAN I	45
LIBRARIAN II	58
LIBRARY ASSISTANT I	26
LIBRARY ASSISTANT II	37
LIBRARY CLERK I	3
LIBRARY CLERK II	6
LIBRARY MEDIA & GRAPHICS SUPERVISOR	58
MAINTENANCE AIDE	10
MAINTENANCE WORKER I	14
MAIL CLERK/MESSENGER	1
METER SERVICES WORKER I	20
METER SERVICES WORKER II	33
METER SERVICES WORKER III	46
NETWORK ENGINEER	87
NETWORK OPERATOR	70
OFFICE SPECIALIST I	5
OFFICE SPECIALIST II	11
OPERATIONS/MAINTENANCE STOREKEEPER	43
PARK MAINTENANCE SPECIALIST	41
PARK MAINTENANCE WORKER II	28
PARK MAINTENANCE WORKER III	46
PARK PLANNER	85
PLANNING TECHNICIAN I	35
PLANNING TECHNICIAN II	50
POLICE TRAINING COORDINATOR	49
POLICE RECORDS SPECIALIST I	17
POLICE RECORDS SPECIALIST II	22
PRODUCTION TECHNICIAN	39
RECORDS MANAGEMENT SUPERVISOR	56
RECREATION ASSISTANT	10
RECREATION SPECIALIST	29
RECREATION SUPERVISOR	54
SANITATION SYSTEMS OPERATOR I	24
SANITATION SYSTEMS OPERATOR II	46
SANITATION SYSTEMS OPERATOR III	56
SECRETARY	34
SENIOR APPLICATIONS ANALYST	109
SENIOR BUILDING INSPECTOR	85
SENIOR BUILDING MAINTENANCE WORKER	51
SENIOR BUSINESS SYSTEMS SPECIALIST	99
SENIOR CIRCULATION SUPERVISOR	50
SENIOR CONSTRUCTION INSPECTOR	85
SENIOR CONTRACT ADMINISTRATOR	79
SENIOR CROSS CONN. CONTROL TECH.	66

CLASSIFICATION	RANGE
SENIOR DATABASE ADMINISTRATOR	113
SENIOR ELECTRICIAN	51
SENIOR ENVIRONMENTAL SPECIALIST	84
SENIOR LIBRARIAN	73
SENIOR NETWORK ENGINEER	113
SENIOR OFFICE SPECIALIST	22
SENIOR PLANNER	91
SENIOR STORM DRAIN MAINT. WORKER	48
SENIOR WEB ENGINEER	113
SITE MANAGER	4
STOREKEEPER	18
STORM DRAIN MAINTENANCE WORKER	34
STREET MAINTENANCE WORKER II	28
STREET MAINTENANCE WORKER III	46
TECHNICIAN I	35
TREE TRIMMER I	20
TREE TRIMMER II	32
TREE TRIMMER LEADWORKER	46
UTILITY MAINTENANCE WORKER III	45
UTILITY WORKER I	24
UTILITY WORKER II	40
UTILITY WORKER III	50
VALVE MAINTENANCE WORKER	45
WAREHOUSE TECHNICIAN	43
WATER CONSERVATION SPECIALIST	40
WATER SYSTEMS OPERATOR I	34
WATER SYSTEMS OPERATOR II	54
WATER SYSTEMS OPERATOR III	64

THE CITY OF CARLSBAD
GENERAL EMPLOYEE BIWEEKLY SALARY SCHEDULE
Effective 12/27/2010

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	RANGE	STEP 6 (longevity 1)	STEP 7 (longevity 2)
1	$1,152.30	$ 1,209.93	$ 1,270.42	$ 1,333.93	$ 1,400.62	1	$1,470.65	$1,507.42
2	$1,163.82	$ 1,222.02	$ 1,283.12	$ 1,347.30	$ 1,414.64	2	$1,485.37	$1,522.50
3	$1,175.47	$ 1,234.22	$ 1,295.94	$ 1,360.75	$ 1,428.79	3	$1,500.23	$1,537.74
4	$1,187.21	$ 1,246.58	$ 1,308.92	$ 1,374.39	$ 1,443.08	4	$1,515.23	$1,553.11
5	$1,199.10	$ 1,259.06	$ 1,321.99	$ 1,388.11	$ 1,457.50	5	$1,530.38	$1,568.64
6	$1,211.07	$ 1,271.63	$ 1,335.20	$ 1,401.96	$ 1,472.11	6	$1,545.72	$1,584.36
7	$1,223.19	$ 1,284.37	$ 1,348.56	$ 1,416.01	$ 1,486.81	7	$1,561.15	$1,600.18
8	$1,235.43	$ 1,297.20	$ 1,362.05	$ 1,430.16	$ 1,501.68	8	$1,576.76	$1,616.18
9	$1,247.79	$ 1,310.17	$ 1,375.67	$ 1,444.44	$ 1,516.69	9	$1,592.52	$1,632.33
10	$1,260.28	$ 1,323.28	$ 1,389.43	$ 1,458.91	$ 1,531.84	10	$1,608.43	$1,648.64
11	$1,272.85	$ 1,336.49	$ 1,403.34	$ 1,473.50	$ 1,547.15	11	$1,624.51	$1,665.12
12	$1,285.58	$ 1,349.87	$ 1,417.37	$ 1,488.23	$ 1,562.64	12	$1,640.77	$1,681.79
13	$1,298.45	$ 1,363.36	$ 1,431.54	$ 1,503.12	$ 1,578.27	13	$1,657.18	$1,698.61
14	$1,311.44	$ 1,377.00	$ 1,445.84	$ 1,518.13	$ 1,594.03	14	$1,673.73	$1,715.57
15	$1,324.54	$ 1,390.76	$ 1,460.32	$ 1,533.32	$ 1,609.99	15	$1,690.49	$1,732.75
16	$1,337.78	$ 1,404.69	$ 1,474.91	$ 1,548.66	$ 1,626.09	16	$1,707.39	$1,750.07
17	$1,351.19	$ 1,418.72	$ 1,489.65	$ 1,564.14	$ 1,642.37	17	$1,724.49	$1,767.60
18	$1,364.69	$ 1,432.91	$ 1,504.55	$ 1,579.79	$ 1,658.77	18	$1,741.71	$1,785.25
19	$1,378.32	$ 1,447.24	$ 1,519.59	$ 1,595.56	$ 1,675.38	19	$1,759.15	$1,803.13
20	$1,392.13	$ 1,461.71	$ 1,534.78	$ 1,611.55	$ 1,692.12	20	$1,776.73	$1,821.15
21	$1,406.04	$ 1,476.32	$ 1,550.16	$ 1,627.64	$ 1,709.04	21	$1,794.49	$1,839.35
22	$1,420.07	$ 1,491.10	$ 1,565.63	$ 1,643.91	$ 1,726.13	22	$1,812.44	$1,857.75
23	$1,434.29	$ 1,506.03	$ 1,581.30	$ 1,660.38	$ 1,743.40	23	$1,830.57	$1,876.33
24	$1,448.64	$ 1,521.06	$ 1,597.12	$ 1,676.96	$ 1,760.83	24	$1,848.87	$1,895.09
25	$1,463.12	$ 1,536.28	$ 1,613.07	$ 1,693.73	$ 1,778.44	25	$1,867.36	$1,914.04
26	$1,477.75	$ 1,551.65	$ 1,629.22	$ 1,710.68	$ 1,796.22	26	$1,886.03	$1,933.18
27	$1,492.52	$ 1,567.17	$ 1,645.52	$ 1,727.76	$ 1,814.17	27	$1,904.88	$1,952.50
28	$1,507.46	$ 1,582.84	$ 1,661.95	$ 1,745.07	$ 1,832.35	28	$1,923.97	$1,972.07
29	$1,522.52	$ 1,598.66	$ 1,678.61	$ 1,762.50	$ 1,850.62	29	$1,943.15	$1,991.73
30	$1,537.73	$ 1,614.64	$ 1,695.37	$ 1,780.15	$ 1,869.15	30	$1,962.61	$2,011.68
31	$1,553.14	$ 1,630.79	$ 1,712.33	$ 1,797.94	$ 1,887.84	31	$1,982.23	$2,031.79
32	$1,568.66	$ 1,647.09	$ 1,729.44	$ 1,815.92	$ 1,906.70	32	$2,002.04	$2,052.09
33	$1,584.34	$ 1,663.54	$ 1,746.73	$ 1,834.08	$ 1,925.79	33	$2,022.08	$2,072.63
34	$1,600.20	$ 1,680.22	$ 1,764.19	$ 1,852.43	$ 1,945.05	34	$2,042.30	$2,093.36
35	$1,616.20	$ 1,697.01	$ 1,781.87	$ 1,870.93	$ 1,964.50	35	$2,062.73	$2,114.30
36	$1,632.34	$ 1,713.98	$ 1,799.65	$ 1,889.65	$ 1,984.14	36	$2,083.35	$2,135.43
37	$1,648.69	$ 1,731.11	$ 1,817.66	$ 1,908.55	$ 2,003.97	37	$2,104.17	$2,156.77
38	$1,665.14	$ 1,748.41	$ 1,835.82	$ 1,927.65	$ 2,024.02	38	$2,125.22	$2,178.35
39	$1,681.79	$ 1,765.89	$ 1,854.20	$ 1,946.91	$ 2,044.26	39	$2,146.47	$2,200.13
40	$1,698.65	$ 1,783.58	$ 1,872.75	$ 1,966.36	$ 2,064.71	40	$2,167.95	$2,222.15

THE CITY OF CARLSBAD
GENERAL EMPLOYEE BIWEEKLY SALARY SCHEDULE
Effective 12/27/2010

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	RANGE	STEP 6 (longevity 1)	STEP 7 (longevity 2)
41	$1,715.65	$ 1,801.38	$ 1,891.49	$ 1,986.04	$ 2,085.34	41	$2,189.61	$2,244.35
42	$1,732.77	$ 1,819.44	$ 1,910.39	$ 2,005.91	$ 2,106.18	42	$2,211.49	$2,266.78
43	$1,750.11	$ 1,837.60	$ 1,929.48	$ 2,025.98	$ 2,127.26	43	$2,233.62	$2,289.46
44	$1,767.61	$ 1,855.99	$ 1,948.78	$ 2,046.24	$ 2,148.51	44	$2,255.94	$2,312.34
45	$1,785.29	$ 1,874.52	$ 1,968.28	$ 2,066.70	$ 2,170.03	45	$2,278.53	$2,335.49
46	$1,803.15	$ 1,893.30	$ 1,987.97	$ 2,087.34	$ 2,191.72	46	$2,301.31	$2,358.84
47	$1,821.17	$ 1,912.22	$ 2,007.85	$ 2,108.22	$ 2,213.64	47	$2,324.32	$2,382.43
48	$1,839.37	$ 1,931.36	$ 2,027.91	$ 2,129.30	$ 2,235.79	48	$2,347.58	$2,406.27
49	$1,857.79	$ 1,950.68	$ 2,048.20	$ 2,150.61	$ 2,258.12	49	$2,371.03	$2,430.31
50	$1,876.36	$ 1,970.18	$ 2,068.69	$ 2,172.10	$ 2,280.72	50	$2,394.76	$2,454.63
51	$1,895.11	$ 1,989.87	$ 2,089.37	$ 2,193.84	$ 2,303.51	51	$2,418.69	$2,479.16
52	$1,914.06	$ 2,009.76	$ 2,110.26	$ 2,215.77	$ 2,326.55	52	$2,442.88	$2,503.95
53	$1,933.20	$ 2,029.85	$ 2,131.38	$ 2,237.91	$ 2,349.82	53	$2,467.31	$2,528.99
54	$1,952.54	$ 2,050.18	$ 2,152.66	$ 2,260.31	$ 2,373.32	54	$2,491.99	$2,554.29
55	$1,972.05	$ 2,070.66	$ 2,174.21	$ 2,282.91	$ 2,397.05	55	$2,516.90	$2,579.82
56	$1,991.78	$ 2,091.39	$ 2,195.92	$ 2,305.75	$ 2,421.03	56	$2,542.08	$2,605.63
57	$2,011.72	$ 2,112.29	$ 2,217.90	$ 2,328.80	$ 2,445.23	57	$2,567.49	$2,631.68
58	$2,031.81	$ 2,133.41	$ 2,240.07	$ 2,352.08	$ 2,469.71	58	$2,593.20	$2,658.03
59	$2,052.15	$ 2,154.74	$ 2,262.48	$ 2,375.62	$ 2,494.39	59	$2,619.11	$2,684.59
60	$2,072.65	$ 2,176.29	$ 2,285.11	$ 2,399.38	$ 2,519.33	60	$2,645.30	$2,711.43
61	$2,093.39	$ 2,198.05	$ 2,307.96	$ 2,423.36	$ 2,544.52	61	$2,671.75	$2,738.54
62	$2,114.32	$ 2,220.03	$ 2,331.07	$ 2,447.60	$ 2,569.97	62	$2,698.47	$2,765.93
63	$2,135.45	$ 2,242.22	$ 2,354.36	$ 2,472.06	$ 2,595.67	63	$2,725.45	$2,793.59
64	$2,156.83	$ 2,264.65	$ 2,377.89	$ 2,496.79	$ 2,621.61	64	$2,752.69	$2,821.51
65	$2,178.39	$ 2,287.29	$ 2,401.66	$ 2,521.75	$ 2,647.83	65	$2,780.22	$2,849.73
66	$2,200.15	$ 2,310.17	$ 2,425.69	$ 2,546.97	$ 2,674.31	66	$2,808.03	$2,878.23
67	$2,222.17	$ 2,333.28	$ 2,449.94	$ 2,572.44	$ 2,701.05	67	$2,836.10	$2,907.00
68	$2,244.36	$ 2,356.61	$ 2,474.44	$ 2,598.13	$ 2,728.06	68	$2,864.46	$2,936.07
69	$2,266.84	$ 2,380.17	$ 2,499.17	$ 2,624.16	$ 2,755.36	69	$2,893.13	$2,965.46
70	$2,289.50	$ 2,403.97	$ 2,524.18	$ 2,650.42	$ 2,782.90	70	$2,922.05	$2,995.10
71	$2,312.39	$ 2,428.00	$ 2,549.42	$ 2,676.90	$ 2,810.73	71	$2,951.27	$3,025.05
72	$2,335.52	$ 2,452.29	$ 2,574.92	$ 2,703.67	$ 2,838.85	72	$2,980.79	$3,055.31
73	$2,358.88	$ 2,476.81	$ 2,600.68	$ 2,730.67	$ 2,867.24	73	$3,010.60	$3,085.87
74	$2,382.44	$ 2,501.57	$ 2,626.67	$ 2,758.02	$ 2,895.91	74	$3,040.71	$3,116.73
75	$2,406.30	$ 2,526.61	$ 2,652.94	$ 2,785.57	$ 2,924.85	75	$3,071.09	$3,147.87
76	$2,430.33	$ 2,551.86	$ 2,679.45	$ 2,813.42	$ 2,954.12	76	$3,101.83	$3,179.38
77	$2,454.65	$ 2,577.40	$ 2,706.25	$ 2,841.59	$ 2,983.67	77	$3,132.85	$3,211.17
78	$2,479.18	$ 2,603.17	$ 2,733.34	$ 2,869.99	$ 3,013.50	78	$3,164.18	$3,243.28
79	$2,504.00	$ 2,629.22	$ 2,760.63	$ 2,898.68	$ 3,043.62	79	$3,195.80	$3,275.70
80	$2,529.04	$ 2,655.49	$ 2,788.29	$ 2,927.70	$ 3,074.06	80	$3,227.76	$3,308.45

THE CITY OF CARLSBAD
GENERAL EMPLOYEE BIWEEKLY SALARY SCHEDULE
Effective 12/27/2010

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	RANGE	STEP 6 (longevity 1)	STEP 7 (longevity 2)
81	$2,554.32	$ 2,682.06	$ 2,816.17	$ 2,956.97	$ 3,104.82	81	$3,260.06	$3,341.56
82	$2,579.88	$ 2,708.87	$ 2,844.28	$ 2,986.53	$ 3,135.85	82	$3,292.64	$3,374.96
83	$2,605.68	$ 2,735.96	$ 2,872.78	$ 3,016.40	$ 3,167.20	83	$3,325.56	$3,408.70
84	$2,631.71	$ 2,763.31	$ 2,901.50	$ 3,046.55	$ 3,198.87	84	$3,358.81	$3,442.78
85	$2,658.03	$ 2,790.95	$ 2,930.49	$ 3,077.02	$ 3,230.89	85	$3,392.43	$3,477.24
86	$2,684.62	$ 2,818.86	$ 2,959.81	$ 3,107.79	$ 3,263.16	86	$3,426.32	$3,511.98
87	$2,711.46	$ 2,847.04	$ 2,989.43	$ 3,138.88	$ 3,295.81	87	$3,460.60	$3,547.12
88	$2,738.58	$ 2,875.51	$ 3,019.27	$ 3,170.24	$ 3,328.79	88	$3,495.23	$3,582.61
89	$2,765.97	$ 2,904.25	$ 3,049.48	$ 3,201.93	$ 3,362.07	89	$3,530.17	$3,618.42
90	$2,793.63	$ 2,933.29	$ 3,079.95	$ 3,233.99	$ 3,395.67	90	$3,565.45	$3,654.59
91	$2,821.58	$ 2,962.66	$ 3,110.78	$ 3,266.32	$ 3,429.61	91	$3,601.09	$3,691.12
92	$2,849.76	$ 2,992.25	$ 3,141.88	$ 3,298.99	$ 3,463.93	92	$3,637.13	$3,728.06
93	$2,878.29	$ 3,022.19	$ 3,173.32	$ 3,331.98	$ 3,498.57	93	$3,673.50	$3,765.34
94	$2,907.06	$ 3,052.41	$ 3,205.04	$ 3,365.27	$ 3,533.56	94	$3,710.24	$3,803.00
95	$2,936.11	$ 3,082.93	$ 3,237.10	$ 3,398.94	$ 3,568.90	95	$3,747.35	$3,841.03
96	$2,965.47	$ 3,113.79	$ 3,269.47	$ 3,432.93	$ 3,604.57	96	$3,784.80	$3,879.42
97	$2,995.14	$ 3,144.90	$ 3,302.15	$ 3,467.26	$ 3,640.61	97	$3,822.64	$3,918.21
98	$3,025.10	$ 3,176.36	$ 3,335.16	$ 3,501.93	$ 3,677.03	98	$3,860.88	$3,957.40
99	$3,055.35	$ 3,208.13	$ 3,368.52	$ 3,536.95	$ 3,713.81	99	$3,899.50	$3,996.99
100	$3,085.89	$ 3,240.22	$ 3,402.19	$ 3,572.33	$ 3,750.93	100	$3,938.48	$4,036.94
101	$3,116.75	$ 3,272.60	$ 3,436.24	$ 3,608.05	$ 3,788.45	101	$3,977.87	$4,077.32
102	$3,147.93	$ 3,305.33	$ 3,470.62	$ 3,644.12	$ 3,826.34	102	$4,017.66	$4,118.10
103	$3,179.41	$ 3,338.38	$ 3,505.30	$ 3,680.57	$ 3,864.58	103	$4,057.81	$4,159.26
104	$3,211.22	$ 3,371.76	$ 3,540.35	$ 3,717.37	$ 3,903.25	104	$4,098.41	$4,200.87
105	$3,243.32	$ 3,405.50	$ 3,575.77	$ 3,754.53	$ 3,942.26	105	$4,139.37	$4,242.85
106	$3,275.76	$ 3,439.55	$ 3,611.51	$ 3,792.09	$ 3,981.70	106	$4,180.79	$4,285.31
107	$3,308.52	$ 3,473.92	$ 3,647.66	$ 3,830.03	$ 4,021.53	107	$4,222.61	$4,328.18
108	$3,341.59	$ 3,508.68	$ 3,684.12	$ 3,868.30	$ 4,061.72	108	$4,264.81	$4,371.43
109	$3,375.00	$ 3,543.76	$ 3,720.94	$ 3,907.00	$ 4,102.35	109	$4,307.47	$4,415.16
110	$3,408.76	$ 3,579.19	$ 3,758.16	$ 3,946.06	$ 4,143.35	110	$4,350.52	$4,459.28
111	$3,442.83	$ 3,614.98	$ 3,795.74	$ 3,985.52	$ 4,184.79	111	$4,394.03	$4,503.88
112	$3,477.26	$ 3,651.14	$ 3,833.69	$ 4,025.38	$ 4,226.63	112	$4,437.96	$4,548.91
113	$3,512.03	$ 3,687.64	$ 3,872.02	$ 4,065.65	$ 4,268.90	113	$4,482.35	$4,594.41

BENEFITS RETAINED BY CMWD EMPLOYEES

A. Health Insurance

The City will provide employees and dependents with a choice of ACWA-Blue Cross Prudent Buyer, ACWA-California Care, or ACWA-Kaiser health insurance. The City will provide any of the ACWA policies at no cost to the employee.

During the month of July 1992, the City shall hold an open enrollment for the City's health, dental, and vision insurance programs. If an employee elects to enroll in the City's health, dental and/or vision insurance program(s), he/she is not eligible to return to the current plan(s) as set forth above and below, and thereafter may only participate in City sponsored plan(s).

B. Health Insurance for Retirees

The City will pay, after retirement of an employee, premiums for existing medical coverage provided the employee has met the following requirements:

1. Voluntarily retired after the age of 50 with no less than five years of service, and whose age combined with years of service equals 70 or more; or

2. Retired by having reached the mandatory retirement age established under the State of California Public Employees' Retirement System with no less than five years of service.

Medical coverage for the Retiree will be coordinated with Medicare and other benefits provided by federal and state law, and will thereby be reduced when the Retiree qualifies for those benefits.

Medical coverage for the spouse and dependents of a Retiree will be coordinated with Medicare and other benefits provided by federal and state law, and will thereby be reduced when the spouse qualifies for those benefits.

Upon death of the Retiree, health insurance coverage for the spouse and dependents will be continued, provided the spouse keeps the City informed of his/her name, address and marital status. In the event such spouse remarries, his or her eligibility for such coverage ceases immediately and shall be terminated. As used herein, "spouse" shall mean the spouse of the employee at the time of the employee's retirement.

If the Retiree divorces, neither his/her new spouse nor his/her former spouse will be eligible for coverage and it shall cease immediately and be terminated. The former spouse would only be eligible for continued health care coverage at his or her expense as required under federal law.

C. Dental Insurance

The City shall provide employees and dependents with a dental plan (Delta Care, Group No. 2692 or Delta Dental, Group No. 399-0139), including orthodontia coverage for dependent children only, at no cost to the employee.

D. Eye Care Plan

The City will provide employees and dependents with an eye care plan (VSP, Plan C, Group No. 228049 A-R). The plan will provide a reasonable amount of coverage at no cost to the employee.

E. Life Insurance

The City will provide the employee a group term life insurance policy (American Bankers Life Assurance Company of Florida, Plan No. 0670), which will provide protection of 1 x annual pay, up to a maximum of $50,000 at no cost to the employee. The City also provides Term Life Insurance and AD&D of $9,000.

F. Deferred Compensation

The City has established a Deferred Compensation Plan which employees may voluntarily participate in. The City shall match employee contributions up to a maximum of 7.5% of an employee's bi-weekly earnings.

G. Overtime

Overtime shall be defined as work performed before or after the regularly scheduled work day or work week. Work in addition to the regularly scheduled work day shall be paid at the rate of time and one-half of an employee's pay. In addition, all hours worked on Sundays and holidays shall be paid at double time.

H. Standby

Two employees shall be on standby at all times. Each such employee shall remain on standby for a one week period and shall receive $30 per day for each day on standby assignment. The employee shall be compensated in the normal manner for any work performed. Standby shall not be regarded as call back work.

I. Vacation

Vacation accrual can be used in 15 minute increments. Accruals will be calculated daily.*

1. Earnings Rates

After completion of 20 years of continuous service, an employee will be granted vacation at the rate of 33 minutes per day ..

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2. Carryover of Unused Vacation Hours

Vacation time accumulation as of January 1 each year may be permitted as follows:

Employees with 20 or more years of service - 400 hours

Effective January 1 of each year, vacation time in excess of the above-mentioned hours will be eliminated.

J. Sick Leave Buyback

1. An employee has the option of selling back to the City 100% of any accumulated sick leave in excess of 250 hours.

2. The City, at its discretion, may purchase any accumulated sick leave from an employee.

K. Sick Leave at Termination

1. Retirement

Upon retirement in accordance with either the voluntary service or compulsory service retirement provisions of CalPERS, an employee will receive 50% of all accumulated sick leave up to 250 hours. Any accumulated sick leave in excess of 250 hours shall be reimbursable at 100%.

2. Death

Upon an employee's death, while still employed, all compensation due an employee will be paid to his/her designated beneficiary. Compensation for all accumulated vacation time, 50% of all sick leave up to 250 hours, and 100% of sick leave in excess of 250 hours shall also be made.

3. Discharge

The Department Head shall notify any such employees of discharge in writing. All such discharged employees shall be entitled to any normal compensation due, and shall receive all accumulated vacation time due. If employed at least one year, an employee will receive 50% of all accumulated sick leave up to 250 hours and 100% of any sick leave in excess of 250 hours.

4. Lay Off

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Layoffs may be required due to lack of work, a decrease in or loss of funds, or changing position requirements. Should layoffs be required, they will be implemented by considering an employee's proficiency, productivity, length of employment, attendance, and reliability. Such employees shall receive two weeks written notice of layoff. When layoff is anticipated to exceed 14 days duration, the following shall apply: An employee will be paid all accumulated vacation pay due. If employed at least one year, an employee will receive 50% of all accumulated sick leave in excess of 250 hours to be reimbursable at 100%.

5. Resignation

Employment may be terminated at will by an employee. If an employee wishes to resign, the City desires a two (2) week notice in writing. All accumulated vacation pay and sick leave compensation will be paid upon resignation. If employed at least one year, an employee will receive 50% of all accumulated sick leave up to 250 hours. Any accumulated sick leave in excess of 250 hours shall be reimbursable at 100%.

L. Long-Term Disability

Long-term disability benefits shall be provided at 66-2/3% of pay, with a minimum monthly benefit of $50 and maximum benefit of $2,500.

M. Longevity Pay

Each classified regular employee will be eligible for longevity allowance as follows:

After five (5) years of service in the same classification at Step 5, an employee will be entitled to an allowance of 5% in addition to any other regular pay, i.e. C.O.L.A., that an employee is entitled to. An employee will then be placed at the Step 6. After an additional five (5) years, an employee will be entitled to a 2-1/2% increase in addition to any other regular pay that an employee is entitled to and is then classified as assigned to Step 7.

A $1,500 net award will be given every five (5) years thereafter to an employee after he/she reaches L2.

N. Special Merit for Education

The City will continue a special merit award system to mutually benefit employees and the City by stimulating and rewarding employees for educational accomplishments. This program recognizes accomplishments in terms of operator certification according to the following:

Grade	Amount
One	$ 150
Two	$ 300
Three	$ 500

lolo

Four $1,000

The decision to grant this lump-sum award shall be made by an employee's supervisor, with approval by the Department Head. This is a one-time award granted after obtaining the above certificate(s).

O. Special Housing Facilities

The City maintains a residence at Squires Dam. The purpose of this residence is to provide security for CMWD facilities. The following conditions apply to employee assignment as caretaker:

1. Employee Status

   The employee assigned as caretaker at Squires Dam shall be a full-time permanent employee.

2. Priority of Assignments

   In the event of a vacancy at the caretaker residence, priority of assignment shall be operations crew members first and construction crew next. Within crew members, longevity with the City shall be the second criterion.

3. Sole Place of Residence

   The crew member assigned as caretaker shall maintain the residence as his/her sole place of residence.

4. Others Living at Residence

   Only City employees and a reasonable number of persons who constitute a bona fide single housekeeping unit shall be allowed to reside at the house.

5. Responsibilities

   The employee and not the City shall be responsible for the general maintenance of the house and surrounding property. The employee shall also be expected to provide security during nonworking hours by having themselves, a member of their household or another City employee on-site four weeknights per week and at least three weekends per month. The employee shall be expected to respond to emergency situations to include the chlorination facility, the hydroelectric facility and the mobile chlorination equipment. The employee shall make a visual inspection of the entire site at least weekly and shall repair any minor fence breaks. The employee shall drive a City vehicle. No more than three private vehicles

shall be kept at the residence. No overtime or supplemental compensation shall be paid for these duties.

6. Rent

The City shall charge an appropriate rent for the residence. Said rent shall be established from time to time by the City. The City shall furnish the water supply and electricity for the residence and the City employee shall be responsible for the balance of the utilities. Upon change of resident, the City shall have the propane tank filled and bill the outgoing resident.

7. Firearms

The employee shall not carry any firearms in the performance of his/her duties as caretaker nor in City vehicles and shall not discharge any firearms on City property.

8. Parties

The employee shall notify the Department Head in advance of any party at the residence involving 15 or more people.

9. Pets

The employee shall be allowed to have only non-house pets and any pets shall remain within the fenced portion of the property provided for this purpose. The employee may not keep pets known to be vicious.

10. Term

The City maintains the right to change the assignment of the caretaker responsibility based solely on determination of the City. It is the intent of this provision to create an at-will tenancy. There shall be an annual review of the caretaker's performance with the Superintendent and General Manager.

P. Non-Eligibility

An employee shall not be eligible for the following benefits provided by the City:

1. Compensatory time off accrual as set forth in Article 15, Section 4 of the MOU with CCEA. An employee shall be eligible to accrue no more than 40 hours of such compensatory time.

2. State disability insurance as provided by the State of California, Article 36 of the MOU with CCEA.

Attachment C

CARLSBAD MUNICIPAL WATER DISTRICT
Salary Schedule and Job Classification
Effective January 1, 2011

CLASSIFICATION	RANGE
Accountant	55
Construction & Maintenance Worker II	35
Scada Technician	46
Senior Systems Operator	46
System Operator II	41
Water Conservation Specialist	35

CARLSBAD MUNICIPAL WATER DISTRICT
BIWEEKLY SALARY SCHEDULE
Effective 1/1/2011

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	RANGE	STEP 6 (longevity 1)	STEP 7 (longevity 2)
35	$1,746.13	$1,824.42	$1,909.27	$1,992.78	$2,086.73	35	$2,191.07	$2,245.85
36	$1,785.28	$1,863.60	$1,948.42	$2,042.37	$2,132.42	36	$2,239.04	$2,295.02
37	$1,824.42	$1,909.27	$1,992.78	$2,086.73	$2,183.32	37	$2,292.49	$2,349.80
38	$1,863.60	$1,948.42	$2,042.37	$2,132.42	$2,230.29	38	$2,341.80	$2,400.35
39	$1,909.27	$1,992.78	$2,086.73	$2,183.32	$2,281.52	39	$2,395.60	$2,455.49
40	$1,948.42	$2,042.37	$2,132.42	$2,230.29	$2,339.92	40	$2,456.92	$2,518.34
41	$1,992.78	$2,086.73	$2,183.32	$2,281.52	$2,375.14	41	$2,493.90	$2,556.25
42	$2,042.37	$2,132.42	$2,230.29	$2,339.92	$2,420.83	42	$2,541.87	$2,605.42
43	$2,086.73	$2,183.32	$2,281.52	$2,375.14	$2,474.33	43	$2,598.05	$2,663.00
44	$2,132.42	$2,230.29	$2,339.92	$2,420.83	$2,520.01	44	$2,646.01	$2,712.16
45	$2,183.32	$2,281.52	$2,375.14	$2,474.33	$2,573.51	45	$2,702.19	$2,769.74
46	$2,230.29	$2,339.92	$2,420.83	$2,520.01	$2,623.13	46	$2,754.29	$2,823.15
47	$2,281.52	$2,375.14	$2,474.33	$2,573.51	$2,675.29	47	$2,809.05	$2,879.28
48	$2,339.92	$2,420.83	$2,520.01	$2,623.13	$2,727.51	48	$2,863.89	$2,935.49
49	$2,375.14	$2,474.33	$2,573.51	$2,675.29	$2,783.64	49	$2,922.82	$2,995.89
50	$2,420.83	$2,520.01	$2,623.13	$2,727.51	$2,839.74	50	$2,981.73	$3,056.27
51	$2,474.33	$2,573.51	$2,675.29	$2,783.64	$2,897.17	51	$3,042.03	$3,118.08
52	$2,520.01	$2,623.13	$2,727.51	$2,839.74	$2,955.91	52	$3,103.71	$3,181.30
53	$2,573.51	$2,675.29	$2,783.64	$2,897.17	$3,013.31	53	$3,163.98	$3,243.08
54	$2,623.13	$2,727.51	$2,839.74	$2,955.91	$3,079.87	54	$3,233.86	$3,314.71
55	$2,675.29	$2,783.64	$2,897.17	$3,013.31	$3,133.36	55	$3,290.03	$3,372.28
56	$2,727.51	$2,839.74	$2,955.91	$3,079.87	$3,199.91	56	$3,359.91	$3,443.91
57	$2,783.64	$2,897.17	$3,013.31	$3,133.36	$3,263.88	57	$3,427.07	$3,512.75
58	$2,839.74	$2,955.91	$3,079.87	$3,199.91	$3,327.84	58	$3,494.23	$3,581.59
59	$2,897.17	$3,013.31	$3,133.36	$3,263.88	$3,391.79	59	$3,561.38	$3,650.41
60	$2,955.91	$3,079.87	$3,199.91	$3,327.84	$3,459.61	60	$3,632.59	$3,723.40
61	$3,013.31	$3,133.36	$3,263.88	$3,391.79	$3,531.43	61	$3,708.00	$3,800.70
62	$3,079.87	$3,199.91	$3,327.84	$3,459.61	$3,599.28	62	$3,779.24	$3,873.72
63	$3,133.36	$3,263.88	$3,391.79	$3,531.43	$3,672.35	63	$3,855.97	$3,952.37
64	$3,199.91	$3,327.84	$3,459.61	$3,599.28	$3,745.45	64	$3,932.72	$4,031.04

COMPENSATION AND BENEFITS SUMMARY – CCEA REPRESENTED EMPLOYEES WORKING A REDUCED FTE SCHEDULE

For CCEA-represented employees working a reduced FTE schedule (ex. 0.75 FTE or job sharing 0.5 FTE) pro-rated benefits are calculated based on 75% and 50% of the full benefits and will be applied respectively.

The standard 0.75 FTE work schedule is 30 hours per week. The standard 0.5 job sharing FTE work schedule is 20 hours per week. If one part of a job-share position becomes vacant, the remaining incumbent must convert to full-time until another job-share partner is found.

COMPENSATION:

Employees on a reduced FTE schedule will be compensated at an hourly rate based on the current salary schedule. Salary will be calculated based on the number of actual hours worked and salary earned.

Overtime

Employees will be paid overtime after working in excess of 40 hours a week. Extra shifts worked beyond the regular work assignment, up to 40 hours in a week are paid at straight time in accordance with the Fair Labor Standards Act (FLSA).

The regular work week should not exceed 30 hours per week for 75% time positions or 20 hours per week for 50% time positions. If there are occasional extra hours worked, the time should be reported appropriately to payroll as extra hours. Extra hours should not be a continual or regular practice and may result in jeopardizing the reduced FTE schedule.

Bilingual Pay

Employees working a reduced FTE schedule who are eligible for Bilingual Pay will receive an amount that is prorated by the appropriate reduced FTE percentage.

BENEFITS:

Health Insurance Deductions

Employees working a reduced FTE schedule are eligible to participate in the same health insurance programs as full-time employees. Employees working a reduced FTE schedule may select one of the City's medical plans and will be enrolled as an employee with full benefit coverage. Because reduced FTE employees work fewer hours per pay period, they will be eligible for a prorated percentage of the benefits credits for which full time employees are eligible. (Refer to benefit rate sheets.)

Leave Accruals

- SICK LEAVE: Accrued at appropriate prorated percentage of the full-time accrual rate.
- VACATION: Accrued at appropriate prorated percentage of the full-time accrual rate.
- HOLIDAY PAY: 6.0 hours per Holiday paid for 0.75 FTE employees. 4.0 hours per Holiday paid for 0.5 FTE employees. City posted Holiday Schedule applies. If a Holiday falls on a day the employee is NOT normally scheduled to work, the employee will agree with his/her supervisor when to take a regularly scheduled work shift in that same pay period as a Holiday.

- FLOATING HOLIDAY: 6.0 hours per Holiday paid for 0.75 FTE employees. 4.0 hours per Holiday paid for 0.5 FTE employees.

An employee whose scheduled shift duration exceeds the hours of Holiday pay could get approval from their supervisor to work extra hours in the pay period in which a Holiday falls to make up for the reduced number of hours paid for the Holiday. An employee may also choose to take hours without pay that period for hours lost due to reduced Holiday pay. It is NOT required to use leave balances to make up for the fewer hours paid on a Holiday. However, on a non-Holiday, if an employee leaves early or takes time off accrued leave balances must be exhausted prior to taking leave without pay.

PERS Service Credit
Future retirement benefit and employee contributions (made by the City) are adjusted for lesser earnings. A full time employee receives one year of service credit for every ten or more months of full time employment during the fiscal year. A 75% time employee is credited with .90 of a year (.75 x .100 year credit x 12 months) for one year of 75% time employment. A 50% employee is credited with .60 of a year (.5 x .100 year credit x 12 months) for one year of 50% employment.

Long Term Disability
The City pays the premium based on actual earnings.

State Disability Insurance
The City pays the premium based on actual earnings. Any future potential benefit may be reduced, as SDI looks at quarterly wages reported for a 12 month period beginning roughly 18 months before the date of disability.

Life Insurance and Supplemental Life Insurance
The benefit is based on regular base salary.

Employee Computer Purchase Program
Employees on a 0.5 FTE schedule are not eligible to establish a computer purchase loan.

Employee Education Program
Employees on a 0.5 FTE schedule are not eligible for tuition reimbursement.

I understand and agree to the reduced FTE terms outlined above and agree to the terms and conditions set forth in this document.

I understand that I will be in a Reduced FTE time status ☐ 0.75 ☐ 0.5

from _____ to _____.

_____
Employee (Print Name)

_____
Employee Signature Date