

**AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA**

May 28, 2013
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey St.

The following information comprises the agenda for a regular meeting of the City Council and a joint meeting of the City Council and the City Council Sitting in Its Capacity of a Successor Agency.

Per City Council Resolution No. 2010-38 matters taken up by the Council before 9:00 p.m. may be concluded, but no new matters shall be taken up after 9:00 p.m. except upon a unanimous vote of the council members present and voting, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

I. CALL TO ORDER

- . Invocation – Pastor George Rosemier, Banning United Methodist Church
- . Pledge of Allegiance
- . Roll Call - Councilmembers Botts, Miller, Peterson, Welch, Mayor Franklin

II. REPORT ON CLOSED SESSION

III. PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS

PUBLIC COMMENTS – *On Items Not on the Agenda*

A five-minute limitation shall apply to each member of the public who wishes to address the Mayor and Council on a matter not on the agenda. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff for future study, research, and appropriate Council Action.) See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

CORRESPONDENCE: Items received under the category may be received and filed or referred to staff for future research or a future agenda.

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsive, fair treatment to all and is the pride of its citizens.

PRESENTATIONS:

1. Update/Status on Camera System for the City
- Oral presentation by Police Dept. Staff and Leverage Information Systems

IV. CONSENT ITEMS

(The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council wishes to remove an item for separate consideration.)

Motion: That the City Council approve Consent Item 1 through 5

Items to be pulled ____, ____, ____, ____ for discussion.

(Resolutions require a recorded majority vote of the total membership of the City Council)

1. Approval of Minutes – Special Meeting (Closed Session) – 05/14/13 1
2. Approval of Minutes – Regular Meeting – 05/14/13 2
3. Resolution No. 2013-56, Approving a Memorandum of Understanding Between the City of Banning and the International Brotherhood of Electrical Works-Local 47 (IBEW) General Unit and Utility Employees Unit 12
4. Resolution No. 2013-57, Authorizing a Loan in the Amount of \$25,000 to the San Geronio Child Care Consortium 107
5. Resolution No. 2013-58, Accepting the Proposal from Transportation Management and Design, Inc. to Perform a Comprehensive Analysis of Pass Transit's Fixed Route Service, Commuter Routes, Express Routes and Dial-A-Ride Service 111

- Open for Public Comments
- Make Motion

RECESS REGULAR CITY COUNCIL MEETING AND CALL TO ORDER A JOINT MEETING OF THE BANNING CITY COUNCIL AND THE BANNING CITY COUNCIL SITTING IN ITS CAPACITY OF A SUCCESSOR AGENCY.

V. CONSENT ITEM

1. Resolution No. 2013-04 SA, Accepting and Implementing the Direction of State Department of Finance to Use Pre-2011 Bond Proceeds for the Purposes for Which They Were Issued 179

Recess joint meeting and reconvene the regular City Council Meeting.

VI. REPORTS OF OFFICERS

1. Banning Centennial Train Festival
Staff Report 186
Recommendation: **That the City Council approve the request for the City to partner with the Centennial Committee in the production of the Banning Centennial Train Festival to be held Saturday, October 19, 2013, 10 a.m. to 5 p.m. and Sunday, October 20, 2013, 10 a.m. to 4 p.m.**

VII. ANNOUNCEMENTS/REPORTS (Upcoming Events/Other Items if any)

- City Council
- City Committee Reports
- Report by City Attorney
- Report by City Manager

VIII. ITEMS FOR FUTURE AGENDAS

New Items – None

Pending Items – City Council

1. Schedule Meetings with Our State and County Elected Officials
2. Consideration of an “in-house” attorney vs. contract
3. Let’s Move – Healthy Initiative
4. Giving City Manager authority to write letters to the State Legislature regarding urgency matters.

IX. ADJOURNMENT

Pursuant to amended Government Code Section 54957.5(b) staff reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Thursday, 8 a.m. to 5 p.m.

NOTICE: Any member of the public may address this meeting of the Mayor and Council on any item appearing on the agenda by approaching the microphone in the Council Chambers and asking to be recognized, either before the item about which the member desires to speak is called, or at any time during consideration of the item. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public.

Any member of the public may address this meeting of the Mayor and Council on any item which does not appear on the agenda, but is of interest to the general public and is an item upon which the Mayor and Council may act. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to “share” his/her three minutes with any other member of the public. The Mayor and Council will in most instances refer items of discussion which do not appear on the agenda to staff for appropriate action or direct that the item be placed on a future agenda of the Mayor and Council. However, no other action shall be taken, nor discussion held by the Mayor and Council on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of Section 54954.2 of the Government Code.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office (951) 922-3102. **Notification 48 hours prior to the meeting** will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II].

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/14/13
SPECIAL MEETING

A special meeting of the Banning City Council and the City Council Sitting in Its Capacity of a Successor Agency was called to order by Mayor Franklin on April 23, 2013 at 4:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Botts
Councilmember Miller
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Andrew J. Takata, City Manager
June Overholt, Administrative Services Director
David J. Aleshire, City Attorney
Christy Lopez, Attorney
Duane Burk, Public Works Director
Bill Manis, Economic Development Director
Marie A. Calderon, City Clerk

CLOSED SESSION

City Attorney said the items for closed session are one matter of potential litigation pursuant to the provisions of Government Code Section 54956.9; existing litigation matters pursuant to the provisions of paragraph (d) (1) of Government Code Section 54956.9 regarding Fields versus the City of Banning; and real property negotiations pursuant to the provisions of Government Code Section 54956.8 concerning the property at 42 W. Ramsey St., 2301 W. Ramsey St., and 1226 S. Hargrave and staff will give a report on the status of those negotiations.

Mayor Franklin opened the item for public comments. There were none. Meeting went into closed session at 4:02 p.m. and reconvened at 4:54 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 4:54 p.m.

Marie A. Calderon, City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

05/14/2013
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Franklin on May 14, 2013 at 5:03 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Botts
Councilmember Miller
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Andy Takata, City Manager
David J. Aleshire, City Attorney
June Overholt, Administrative Services Dir./Deputy City Manager
Leonard Purvis, Chief of Police
Jeff Stowells, Fire Battalion Chief
Duane Burk, Public Works Director
Bill Manis, Economic Development Director
Zai Abu Bakar, Community Development Director
Fred Mason, Electric Utility Director
Heidi Meraz, Community Services Director
Jessica Hicks, Office Specialist
Marie A. Calderon, City Clerk

The invocation was given by Pastor Elder Preston Norman, Jr., Praise Tabernacle Community Church. Councilmember Miller led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

City Attorney said the Council met in closed session and a status report was given on the litigation matter Fields vs. City of Banning, no reportable action was taken. In regards to three real property negotiations; 42 W. Ramsey, 2301 W. Ramsey, 1226 S. Hargrave, a status report was given, no reportable action was taken. The potential litigation matter was not discussed.

PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS/ANNOUNCEMENTS

PUBLIC COMMENTS – *On Items Not on the Agenda*

Mayor Franklin read a statement explaining the changes made to the Public Comments protocol.

2

Tom Linton, Morongo Tribal Councilmember and a member of the Banning Centennial Committee, updated the Council and the public of the upcoming centennial events. On May 18th there will be a lecture by Dr. Richard A. Hanks at the Dorothy Learning Center, May 19th the Pass Choral will present the Banning Centennial Concert at Our Saviors Lutheran Church and on May 26th Stewart Green will put on a concert at the San Manuel Gathering Hall. June 1st & 2nd will be the Gilman Wild West Days at Gilman Ranch.

Jerry Searcy, Member of the Cultural Alliance Board, invited the Council and the community to attend the Memorial Day Celebration on May 27th at the Banning Women's Club.

Fred Sakurai, a Banning resident, asked if Councilmember Peterson and Miller had to excuse themselves from the conversation in closed session regarding the Fields litigation, since they received a campaign donation from Fields.

Police Chief Purvis gave a presentation honoring Detective Avila for his contribution in planning and organizing the Banning Police Activities League (BPAL) golf tournament. Chief Purvis thanked him for his outstanding service.

Mayor Franklin asked if there were any more public comments. Seeing no one come forward, she closed the public hearing.

City Attorney addressed the question regarding the Fields litigation and Councilmember Peterson and Miller, saying the political reform act states that campaign contributions are not considered to be a financial interest so they do not need to recuse themselves from participating in that matter. He said there has been productive conversation with the Tribe and Mr. Fields in trying to figure out a settlement of the litigation. The litigation is still on going at this point.

CORRESPONDENCE – There was none.

APPOINTMENTS

1. Appointments to Planning Commission

Community Development Director Abu Bakar addressed the Council asking them to select one candidate to fill the vacant position on the Planning Commission. The five candidates were interviewed by the Council. She asked the Council if we could keep the candidates on an active eligibility list for future recruitment processes. The list would be good for about 6 months.

Mayor Franklin opened the item for nominations.

Councilman Peterson nominated Eric Shaw; Councilman Miller nominated Ray Briant. Mayor Franklin asked for a motion to close nominations.

Motion Welch/Miller that nominations be closed. Motion carried, all in favor.

City Clerk took a roll call vote from each of the Councilmembers for those in favor of Eric Shaw:

Councilmember Botts: Yes

Councilmember Miller: No

Councilmember Peterson: Yes

Councilmember Welch: Yes

Mayor Franklin: Yes

City Clerk stated that the vote was in favor of Eric Shaw.

Motion Botts/Miller that there be a unanimous ballot to appoint Eric Shaw to the Planning Commission with the term expiring May 10, 2016. Motion carried, all in favor.

CONSENT ITEMS

Consent Items 10-14 were pulled by the City Council for discussion.

1. Approval of Minutes – Special Meeting (workshop) – 04/23/13

Recommendation: That the minutes of the special meeting (workshop) of April 23, 2013 be approved.

2. Approval of Minutes – Special Meeting – 04/23/13 (Closed Session)

Recommendation: That the minutes of special meeting of April 23, 2013 be approved.

3. Approval of Minutes – Regular Meeting – 04/23/13

Recommendation: That the minutes of the regular meeting of April 23, 2013 be approved.

4. Approval of Minutes – Special Meeting – 05/07/13

Recommendation: That the minutes of the special meeting of May 7, 2013 be approved.

5. Report of Investments for March 2013

Recommendation: That the City Council receive and file the monthly Report of investments.

6. Approval of Accounts payable and Payroll Warrants for Month of March 2013

Recommendation: The City Council review and ratify the following reports per the California Government Code.

7. Ordinance 2nd Reading: Ordinance No. 1464, An Ordinance of the City of Banning Repealing Ordinance No. 1411 and Chapter 2.36 of the Banning Municipal Code Regarding the banning Economic Development Committee.



Recommendation: That Ordinance No. 1464 pass its second reading.

8. Accept Grant of Easement from Union Pacific Railroad (UPRR), at Mile Post 566.20 (DOT No. 440-707T) Yuma Subdivision for Sunset Grade Separation Project.

Recommendation: The City Council to accept grant easement from Union Pacific Railroad and direct the City Clerk to accept said easement and return to the County of Riverside for further processing.

9. Accept Grant of Easement from Arts District Holdings, LLC within Parcel 1/APN 540-164-009 and Parcel 2/APN 540-164-010, for the Downtown Underground Conversion Project.

Recommendation: Accept the Grant of Easement from Arts District Holdings, LLC, APN 540-164-009/010, for the installation of two transformers with equipment pads within the Arts District Holdings property and direct the City Clerk to accept and record said easement.

15. Resolution No. 2013-24, Adopting a Records Retention Schedule and Authorizing Destruction of Certain City Records and Rescinding Prior Resolution No. 2003-26.

Recommendation: That the City Council adopt Resolution No. 2013-24 superseding prior retention policies and rescinding Resolution No. 2003-26 and implementing the Retention Policy crafted by Gladwell Governmental Services, Inc. and reviewed and approved by City Officials.

16. Resolution No. 2013-49, Declaring the Intention to Levy and Collect Assessments within Landscape Maintenance District No. 1 (LMD No. 1)

Recommendation: The City Council adopt Resolution No. 2013-49, declaring the intention to levy and collect assessments within Landscape Maintenance District No. 1 (LMD No. 1) during the Fiscal Year 2013/14, pursuant to the "Landscaping and Lighting Act of 1972"; approving the Engineer's Report; and giving notice of the public hearing for renewal of said Maintenance District.

17. Resolution No. 2013-51, Approving the Submittal of a Roadway Functional Classification Change for Westward Avenue to the State of California Department of Transportation.

Recommendation: Adopt Resolution No. 2013-15, Approving the Submittal of Roadway Functional Classification Change for Westward Avenue to the State of California, Department of Transportation.

18. Resolution No. 2013-52, Awarding the Bid for the Sunset Grade Separation Phase 1 – Pole Realignment Contract.

Recommendation: Adopt Resolution No. 2013-52, awarding the bid for the Sunset Grade Separation Phase 1 – Pole Realignment contract to Henkels & McCoy, Inc. of Pomona, CA, in the amount not to exceed \$230,180.00 including taxes, and appropriate funds for project design performed by Mullen & Associates, Inc.

19. Resolution No. 2013-54, Authorizing the Banning Police Department to Destroy Internal Affairs Records in Excess of Five Years from Date of Completion Per California Government Code Section 34090 and California Penal Code Section 832.5.

Recommendation: The City Council adopt Resolution No. 2013-54.

20. Resolution No. 2013-55, Declaration of Surplus Property – Quonset Huts.

Recommendation: Adopt City Council Resolution No. 2013-55.

Motion Welch/Miller to approve Consent Items 1 through 9 and 15 through 20. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

10. Resolution No. 2013-17 and Resolution No. 2013-23, Approving an Updated Resolution for Employer Paid Member Contributions to the California Public Employees' Retirement System.

Director Overholt addressed the Council and stating that the five items that were pulled all relate to negotiations and agreements with employees. These resolutions are for unrepresented employees in order to bring them under the terms that have been approved with the side letters with the bargaining units. The City will see a savings of approximately 3%.

Motion Botts/Miller to approve Consent Item No. 10. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

11. Resolution No. 2013-20, Approving the Maximum Compensation and Benefits in Certain City Department Director Employment Contracts, Pursuant to Section 2.08.090© of the Banning Municipal Code.

Councilmember Peterson asked that the last sentence on page 64 of the staff report be removed.

Director Overholt said that the City Manager is bound by the guidelines of the resolution not the staff report. The resolution confines and defines the parameters that the City Manager has to work in for negotiating employee salaries.

City Attorney agreed with June that it is not in the resolution which is the official action.

City Manager said it is fine to remove the sentence from the staff report.

Councilmember Peterson asked why we would need to provide a director a company vehicle.

Director Overholt answered by saying these Directors have an urgent need to be on site at emergencies. Some directors have vehicles specific to handle rough terrain.

Councilmember Peterson asked what the cost was to tax payers to issue these vehicles.

Director Overholt said she didn't have that number in front of her but she could gather that information. She said we comply with IRS rules, for every individual who has a vehicle they are responsible to pay for the taxes for the benefit of the mileage they used.

Councilmember Peterson asked what the protocol was for personal use of the vehicle. Director Overholt explained the protocol as stated in the policy.

Councilmember Peterson asked how many employees have City vehicles. Director Overholt answered 7 miscellaneous plus public safety.

He asked if we get annual DMV printouts on employees driving City vehicles. Director Overholt confirmed that is correct.

Councilmember Peterson asked about the cost and benefits to the education incentives. Director Overholt explained the reason the City offers education incentives and gave details about the policy.

Councilmember Miller summarized the information on the MOUs regarding employee contracts and asked the director to confirm his summary was accurate. Director Overholt confirmed that was correct.

Councilmember Miller asked for the staff chain of command to be explained.

City Manager said the City Council sets the parameters for the salary range for staff. The City Manager abides by these parameters in salary negotiations.

Motion Botts/Welch to approve Consent Item No. 11. Mayor Franklin opened the item for public comments. There were none. **Motion carried, with Councilmember Peterson voting no.**

12. Resolution No. 2013-21, Amending the Benefit Plan for the Career Part-Time Classifications of Associate Civil Engineer and Senior Center Supervisor.

Motion Botts/Welch to approve Consent Item No. 12. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

13. Resolution No. 2013-26, Amending the Compensation and Benefit Plan for Confidential Employees Who Are Not Covered By Employment Agreements.

Motion Botts/Welch to approve Consent Item No. 13. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

14. Resolution No. 2013-31, Approving the City of Banning First Amendment to the Employment Agreement for the Position of City Manager, Pursuant to Section 2.08.070 of the Banning Municipal Code.

Motion Welch/Botts to approve Consent Item No. 14. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

Mayor Franklin recessed the regular City Council meeting and called to order a joint meeting of the Banning City Council and the City Council Sitting in Its Capacity of Successor Agency.

CONSENT ITEMS

1. Banning Redevelopment Agency v. Huang, Et Al. (220 E. Ramsey) (Riverside County Superior Court Case No. RIC 1109186) Approving the Final Settlement Amount to Acquire Property and Settle the Eminent Domain Matter.

Motion Botts/Peterson to approve Consent Item No. 1. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

REPORTS OF OFFICERS

1. Auditor's Reports for Fiscal Year 2011-2012
(Staff Report – June Overholt, Administrative Services Director)

Director June addressed the Council giving a brief background on the auditors, Lance, Soll & Lunghard, LLP and explained the audit process and requirements. She explained there is no longer a Redevelopment Agency (RDA) so there is no longer a separate RDA report. There were no discrepancies found by the auditors. Director Overholt introduced Debbie Harper, a partner with Lance, Soll & Lunghard and asked Debbie Harper to comment further on the audit.

Debbie Harper explained the auditing process, emphasizing that the auditors come out twice a year to perform the audit. She said there was no material misstatements noted in the performed test work.

Councilmember Miller asked when the audit was performed and when were the letters submitted.

Ms. Harper said the audit was done in November and the letters were submitted on May 8th.

Motion Welch/Peterson to accept and file the auditor's report. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

Councilmember Miller asked if, in the future, it is possible to get the report sooner in order to evaluate it in detail. City Manager said they will try to get it to the Council as soon as possible.



Mayor Franklin recessed the joint meeting of the Banning City Council and the City Council Sitting in Its Capacity of Successor Agency regular and called to order a joint meeting of the Banning City Council and the Banning Financing Authority.

CONSENT ITEMS

1. Resolution No. 2013-50, Amending Its 2012-13 Fiscal Budget and Appropriating Funds for the Alola Substation and Sunset Substation Projects.

Motion Miller/Welch to approve Consent Item No. 1. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

Mayor Franklin recessed the joint meeting of the Banning City Council and the Banning Financing Authority and reconvened the regular City Council meeting.

REPORTS OF OFFICERS

1. Resolution No. 2013-43, Approving a Contract For Continued Funding of Fire Engine 20 Between Banning, Beaumont and Riverside County Fire.
(Staff Report – Jeff Stowells, Fire Battalion Chief)

Chief Stowells addressed the Council and explained that the Engine 20 agreement has been in place for several years and this is an extension to that agreement reflecting one change. The change is to have the engine funded 1/3 by the City of Banning, 1/3 by the City of Beaumont and 1/3 by Riverside County.

Councilmember Welch asked what percentage of calls from station 20 come to Banning.

Chief Stowells said the percentage is roughly a 1/3 and that's why there is a change in the agreement.

Motion Welch/Peterson to approve Resolution No. 2013-43. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

2. Resolution No. 2013-44, Approving a Contract for Continued Fire Services between Banning and Riverside County Fire.
(Staff Report – Jeff Stowells, Fire Battalion Chief)

Chief Stowells addressed the Council and said this is an agreement with the County of Riverside to provide fire protection services in the city. He explained this agreement is retroactive to last July.

Motion Botts/Peterson to approve Resolution No. 2013-44. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

Mayor Franklin asked the Chief to give an update on the recent fire and talk about what residents should do if it happened again.

Chief Stowells gave an update on the fire and talked about how to handle that type of situation.

The City Council and City Manager recognized and thanked the firefighters and all other involved staff for their outstanding service.

3. Resolution No. 2013-53, Updating the City's Internal "RPS Enforcement Program and Renewable Energy Recourses Procurement Plan" to Allow for Excess Renewable Energy Procurement Occurring in Years Prior to 2011 to be Used as Historic Carryover and Applied to the First Compliance Period of the State of California's Renewable Portfolio Standard Program.
(Staff Report – Fred Mason, Electric Utility Director)

Director Mason addressed the Council and explained state law recently published guidelines stating that in order to use renewable energy procured prior to January 1, 2011 then it must be described in the electric utility's RPS Enforcement Program and Renewable Energy Resources Procurement Plan. The adoption of this resolution will approve the update of the procurement plan.

Motion Welch/Miller to approve Resolution No. 2013-53. Mayor Franklin opened the item for public comments. There were none. **Motion carried, all in favor.**

ANNOUNCEMENTS/REPORTS *(Upcoming Events/Other Items if any)*

City Council --

Councilmember Welch –

- Encouraged the public to show their support to Banning High School by attending the Solar Boat Race at Yucaipa Regional Park on May 17-19, where the high school students will be competing.

Mayor Franklin –

- Announced that the new emergency rooms and ICU units at the hospital were opened today.
- Commended the staff that participated in Relay for Life, for their efforts to raise money to fight cancer.
- Attended the Southern California Association of Governments conference and said on their website anyone can look up profiles of local cities.
- Attended the League of Cities dinner and discussed the realignment for the jail system.

Report by City Attorney – None

Report by City Manager –

- Announced that a company has submitted plans for the Valero Gas Station on Hargrave and Ramsey to include a convenient store, gas station and Ramada Inn at that location.
- Smart & Final has bought lots around their Banning location and will be building a new store and tear down the existing store to accommodate for additional parking.
- The City of Banning will be putting on a job fair on September 5th from 9AM-12PM.
- Gave kudos to Duane Burk, Public Works Director, for his efforts on AB939 – diversion of household hazardous waste.

ITEMS FOR FUTURE AGENDAS

New Items –

Mayor Franklin asked for Council consensus to place on pending items a discussion giving authority to the City Manager to write letters to the state legislature regarding urgency matters. There was Council consensus to place this item on a future agenda.

Pending Items – City Council

1. Schedule Meetings with Our State and County Elected Officials
2. Consideration of an “in-house” attorney vs. contract
3. Let’s Move – Healthy Initiative

ADJOURNMENT

By common consent the meeting adjourned at 6:30 p.m.

Prepared By:

Jessica Hicks, Deputy City Clerk

Approved By:

Marie A. Calderon, City Clerk

THE ACTION MINUTES REFLECT ACTIONS TAKEN BY THE CITY COUNCIL. A COPY OF THE MEETING IS AVAILABLE IN DVD FORMAT AND CAN BE REQUESTED IN WRITING TO THE CITY CLERK'S OFFICE.

CITY COUNCIL AGENDA

DATE: May 28, 2013

TO: Mayor and City Council

FROM: June Overholt, Administrative Services Director/Deputy City Manager

SUBJECT: Adopt Resolution No. 2013-56, the Memorandums of Understanding (MOU) between the City of Banning and the International Brotherhood of Electrical Workers (IBEW) - General and Utility Employees


RECOMMENDATION: Adopt Resolution No. 2013-56 approving the Memorandum of Understanding (MOU) between the City and the International Brotherhood of Electrical Workers (IBEW) – General & Utility Unit Employees setting forth complete negotiated terms and conditions of employment for the general and utility units represented by IBEW.

JUSTIFICATION: Section 3505.1 of the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) provides that: "If agreement is reached by the representatives of the public agency and a recognized employee organization or recognized employee organizations, they shall jointly prepare a written memorandum of such understanding, which shall not be binding, and present it to the governing body or its statutory representative for determination." Once approved by the governing body of the local agency, a memorandum of understanding (MOU) between the City and its recognized employee organizations regarding changes in terms and conditions of employment becomes a binding agreement between the employee organizations and the local government. *Thus, City Council approval of the signed MOU's between the parties is required by the MMBA in order to be binding on the parties.*


BACKGROUND: The most current MOU between the City and the IBEW expired on September 30, 2011. The City and IBEW executed a Side Letter Agreement setting forth the negotiated deal points for a successor MOU, which was approved and adopted by the City Council at its February 26, 2013 meeting. The complete and successor IBEW MOU 2013-14 is attached hereto and sets forth terms and conditions of employment for FY 2013 and 2014 relative to IBEW Unit members.

FISCAL DATA: The City and IBEW made several concessions during negotiations that have been incorporated into the attached MOU's. The MOU results in a savings to the General and Utility Funds.

RECOMMENDED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:


Andy J. Takata
City Manager

Attachments:

1. Resolution No. 2013 – Approval of the Memorandum of Understanding between the City and IBEW General and Utility Unit Employees
2. Memorandum of Understanding between the City and IBEW General Employees Unit
3. Memorandum of Understanding between the City and IBEW Utility Employees Unit

RESOLUTION NO. 2013-56

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF BANNING AND THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS-LOCAL 47 (IBEW) GENERAL EMPLOYEES UNIT AND
UTILITY EMPLOYEES UNIT**

WHEREAS, the City of Banning ("City") has formally recognized the International Brotherhood of Electrical Workers – General Unit (IBEW – General Unit) and the Utility Unit (IBEW – Utility Unit) as the exclusive employee organization for the general and utility bargaining units; and

WHEREAS, the prior Memorandum of Understanding between the City and the IBEW expired on September 30, 2011; and

WHEREAS, the City and IBEW have successfully met and conferred to negotiate a successor IBEW Memorandum of Understanding for the period of February 26, 2013 through June 30, 2014 pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution No. 2010-45; and

WHEREAS, MMBA Section 3505.1 provides that: "If agreement is reached by the representatives of the public agency and a recognized employee organization or recognized employee organizations, they shall jointly prepare a written memorandum of such understanding, which shall not be binding, and present it to the governing body or its statutory representative for determination"; and

WHEREAS, once approved by the governing body of a local agency, a memorandum of understanding becomes a binding agreement between the employee organization and the local agency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning, California, as follows:

SECTION 1: That the City Council approves the Memorandum of Understanding Between the City and the International Brotherhood of Electrical Workers (IBEW)– Local 47 for the General Employees Unit and the Utility Employees Unit for the period February 26, 2013 through June 30, 2014, a copy of which is attached hereto and by this reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 28th day of May, 2013.

Deborah Franklin, Mayor
City of Banning, California

ATTEST:

Marie A. Calderon
City Clerk of the City of Banning

**APPROVED AS TO FORM AND
LEGAL CONTENT:**

David Aleshire, Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2013-56 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of May, 2013, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, City Clerk
City of Banning, California

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF BANNING

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47

GENERAL EMPLOYEES UNIT

through June 30, 2014

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - CONTINUATION OF RULES & POLICIES	2
ARTICLE 3 - EMPLOYEE RIGHTS	3
ARTICLE 4 -MANAGEMENT RIGHTS	4
ARTICLE 5 -PROBATIONARY PERIOD.....	4
ARTICLE 6 -DUES DEDUCTION; AGENCY SHOP	5
ARTICLE 7 -EMPLOYEE ORGANIZATION REPRESENTATIVES	6
ARTICLE 8 - BULLETIN BOARDS	7
ARTICLE 9 - MEMORANDUM OF UNDERSTANDING COPIES	7
ARTICLE 10 -MEETINGS	7
ARTICLE 11 - HOURS OF WORK	8
ARTICLE 12 - LIGHT DUTY	8
ARTICLE 13 - REST PERIOD	9
ARTICLE 14 - SALARIES, CERTIFICATE PAY, PREMIUM PAY. PERFORMANCE EVALUATIONS	10
ARTICLE 15 - OVERTIME, ON-CALL PAY	13
ARTICLE 16 - TEMPORARY UPGRADE PAY AND PROMOTION PAY	14
ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES	15
ARTICLE 18 - SAFETY EQUIPMENT AND TRAINING	15
ARTICLE 19 - MILEAGE, MEALS AND OTHER REIMBURSEMENT	16
ARTICLE 20 - TUITION REIMBURSEMENT: EDUCATION INCENTIVE.....	17
ARTICLE 21 - SICK AND BEREAVEMENT LEAVE	19
ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS	20
ARTICLE 23 - MEDICAL AND DENTAL INSURANCE	22
ARTICLE 24 - RETIREMENT AND MEDICARE	24
ARTICLE 25 - MISCELLANEOUS BENEFITS	24
ARTICLE 26 - IBEW RETIREE MEDICAL FUND.....	25
ARTICLE 27 - LAYOFFS AND RE-EMPLOYMENT	25
ARTICLE 28 - GRIEVANCE PROCEDURE	27
ARTICLE 29 - SEVERABILITY CLAUSE.....	29
ARTICLE 30 - COMPLETE AGREEMENT.....	29
ARTICLE 31 - POSTING JOB VACANCIES	29
ARTICLE 32 - RE-OPENERS	30
ARTICLE 33 - RATIFICATION AND EXECUTION.....	30

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47
REPRESENTING THE GENERAL EMPLOYEES UNIT
FOR THE PERIOD THROUGH JUNE 30, 2014**

ARTICLE 1 - PREAMBLE

1.1 This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into between the City of Banning (hereinafter referred to as the "City"), a Municipal Corporation, and the authorized representatives of the International Brotherhood of Electrical Workers -Local 47 (hereinafter referred to as "IBEW"), the recognized employee organization representing the General Employees Unit of representation (hereinafter referred to as the "Unit"), relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500. - 3510 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act.

1.2 Recognition. The City continues to recognize IBEW as the exclusive recognized employee organization representing full time, permanent employees in the Unit or hereafter employed by the City and eligible for inclusion in the Unit. It is understood that this MOU shall constitute a bar to any petition or request for recognition of any representational unit which includes classifications of employees covered by this MOU or such petitions to represent such employees at any time during the term hereof. This provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 Term. Except as otherwise provided herein, this MOU between the City and IBEW relative to wages, hours, and other terms and conditions of employment shall become effective on upon approval by City Council and thereafter shall remain in full force until its term expires at close of business on June 30, 2014.

1.4 Represented Classifications. This MOU covers employees in the following classifications:

Accountant
Accountant II
Building Permit Specialist
Building Inspector
Building Maintenance Specialist
Bus Driver
Bus Driver Lead/Trainer
Buyer
Cable Services Specialist
Code Compliance Officer
Custodian
Development Project Coordinator
Economic/Redevelopment Project Coordinator

Engineering Services Assistant
Executive Secretary
Executive Assistant
Financial Services Specialist
Fleet Maintenance Mechanic
Information Technology Coordinator
Information Technology/Media Technician
Lead Fleet Maintenance Mechanic
Lead Police Records Specialist
Lead Public Safety Dispatcher
Maintenance Worker
Motor Sweeper Operator
Office Specialist
Payroll Coordinator
Police Information Technology Technician
Police Records Assistant
Police Assistant I/II
Public Safety Dispatcher
Public Works Inspector
Receptionist
Recreation Coordinator
Sr. Building Inspector
Sr. Code Compliance Officer
Sr. Maintenance Worker
Sr. Utility Billing Representative
Utility Billing Representative
Warehouse Services Specialist
Work Release Crew Lead

ARTICLE 2 - CONTINUATION OF RULES & POLICIES

2.1 Other Written Policies. It is understood and agreed that all such written ordinances, policies, resolutions, rules and regulations, including, but not limited to, the Personnel Rules and Regulations of the City, the Employer-Employee Relations Resolution (Resolution No. 2010-45); and the Administrative Manual of the City shall remain in effect during the course of this MOU subject to amendment or deletions as otherwise provided herein.

2.2 Past Practice. For purposes of this MOU, "past practice" shall be defined as an unwritten policy, procedure or work rule of the City affecting wages, hours or conditions of employment, upon which the City and members of the Unit have come to rely through a course of conduct and which is not inconsistent with the express terms and conditions of this MOU. As of the effective date of this MOU, all past practices preexisting this MOU shall be deemed to be void and of no further force and effect.

2.3 Meet and Confer. The City and IBEW agree to meet and confer during the term of this MOU over the adoption, amendment or revision, including repeal, of City

ordinances, resolutions, rules and regulations, including but not limited to, the City's Personnel Rules and Regulations, the Employer-Employee Relations Resolution (Resolution No. 2010-45) and the Administrative Policies of the City and the City's Police Department, to the extent that such documents contain mandatory subjects of bargaining pursuant to the Meyers-Milias-Brown Act. Should an impasse be reached following such meet and confer sessions; the provisions of the Employer- Employee Relations Resolution (Resolution No. 2010-45) will apply.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Non Discrimination. The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable law, nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or activities on behalf of IBEW.

3.2 Employee Organization Membership. IBEW will accept into membership all eligible persons of the Unit without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable law.

3.3 Rights Granted by State and Federal Law. Except as otherwise provided in this MOU, the employees covered by this MOU shall have all rights which may be exercised in accordance with State and Federal Law, and applicable ordinances, resolutions, rules and regulations. However, employees covered by this MOU shall not have the right to file a grievance for violation of any such law, ordinance, resolution or rule, except as specifically set forth herein at Article 28.

3.4 Additional Employee Rights. Employees shall also have:

(a) The right to form, join, and participate in activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

(b) The right to refuse to join or participate in the activities of employee organizations.

(c) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal by other employees, employee organizations, management or supervisors, as a result of their exercise of rights indicated in (a) and (b) above.

ARTICLE 4 -MANAGEMENT RIGHTS

4.1 City Authority & Management Prerogative. IBEW recognizes and agrees that, except as limited by this MOU, the City and its representatives have the responsibility and the authority to manage and direct all operations and activities of the City including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards and the processes and the materials to be employed; the right to subcontract any work or operation; to expand or diminish services; to determine the procedures and standards of selection for employment and promotion; determine classifications; direct its employees; take disciplinary action; relieve its employees of duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted and to assign work to employees and to establish and change work schedules and assignments and to determine the days and hours when the employees shall work; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and work performance technology.

4.1.1 -When the decision to make the change is non-negotiable, but the effects of the decision are negotiable, the duty to provide notice and an opportunity to bargain arises at the time the decision is made and prior to taking action to implement the decision.

4.2 Subcontracting. The City shall notify IBEW's Business Manager and Steward of its intention to subcontract work performed by employees covered by this MOU no later than the date it notifies bidders for said contract work. IBEW may comment on the proposed subcontracting and may request a meeting under Article 10 to discuss it or if applicable may ask for a meet and confer on the effects.

4.3 Volunteers.—The City agrees that volunteers shall not be used to fill positions or replace work previously performed by terminated or laid off IBEW members except on a temporary basis during the recruitment process for a Unit classification for which the Unit member resigned or was terminated for reasons other than lay off.

ARTICLE 5 -PROBATIONARY PERIOD

All employees appointed to a position represented by IBEW shall serve a twelve (12) month probationary period. The probationary period shall be considered a part of the examination and selection process and shall not include any time served under any limited service or provisional appointment, but shall date from the time of appointment to a regular position. After serving six (6) months in the probationary period, the employee shall be eligible for a six month merit increase based upon a satisfactory performance evaluation. This will be the employee's new anniversary date for future performance evaluations/merit increases. Employees will also receive a probationary review at the completion of their probationary period. Represented employees who have previously

successfully completed a probationary period and who are subsequently promoted, shall serve a six (6) month probationary period in the new position.

ARTICLE 6 -DUES DEDUCTION; AGENCY SHOP

6.1 Agency Shop. The City agrees to continue Agency Shop in accordance with Section 3502.5 of the California Government Code, which means the parties have an arrangement that requires an employee, as a condition of continued employment, either to join IBEW or to pay IBEW a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of IBEW. The eligible funds exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code shall be as agreed upon by IBEW and the City, in writing.

6.2 Dues Deduction. The City shall deduct one (1) month's current and periodic IBEW dues from the wages and/or sick leave benefits of each employee.

6.3 Sufficient Earnings. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the IBEW dues deduction authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

6.4 Non Pay Status. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no dues deduction shall be made. In this connection, all other legal and required deductions have priority over IBEW dues deductions.

6.5 Cancellation. An employee's authorization for a payroll deduction of IBEW dues may be cancelled at any time by written notice from the employee to the City with a copy to IBEW. An employee's deduction- authorization shall automatically be cancelled if the employee leaves the employ of the City or is transferred out of the Unit.

6.6 Funds Transmission. The aggregate amount of such IBEW dues deductions by the City shall be transmitted monthly to the Business Manager/Financial Secretary of IBEW. The City shall provide the Business Manager/Financial Secretary with a list each month indicating the IBEW dues deducted from the pay of any Unit employee and those employees for whom no deduction was made pursuant to the provisions of Sections 6.3, or 6.4.

6.7 Indemnification. IBEW shall indemnify, defend, and hold the City harmless against any liability arising from a claim, demand, or other action, including any suit instituted against the City, on account of deduction of employee organization dues or service fees. In addition, IBEW shall refund to the City any amounts paid to if in error upon presentation of supporting evidence.

6.8 Conscientious Objectors: 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 organizations shall not be required to join or financially support IBEW as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following list of three qualifying funds: (1) United Way, (2) Special Olympics, or (3) American Cancer Society. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to IBEW.

6.9 Financial Records Required by Statute. IBEW is required by Government Code Section 3502.5 to keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of IBEW, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof 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. An employee organization required to file financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering employees governed by Section 3502.5, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this Section 3502.5 by providing the City with a copy of the financial reports.

ARTICLE 7 - EMPLOYEE ORGANIZATION REPRESENTATIVES

7.1 Meetings. Two (2) employees selected by IBEW may attend scheduled meetings with City management during regular hours without loss of pay, provided that such employees shall not leave their work station or assignment without first securing approval of their Department Head twenty-four (24) hour in advance. Such meetings shall be scheduled in a manner consistent with the City's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such meetings at hours other than such employee's regular working hours, in which event attendance shall be without pay.

7.2 Leave For IBEW Business. Upon not less than seven (7) calendar days' notice, City may grant a leave of absence for IBEW business to not more than three (3) employee(s) designated by IBEW. Such leave shall not be denied without legitimate reason. Such leave shall be without pay, but will not be considered a break in continuous service with the City. The total amount of all such leaves taken pursuant to this section shall not exceed ten (10) days in any calendar year, per employee.

7.3 Notification of Representatives. IBEW shall notify the Human Resources Department of the name(s) of IBEW Stewards as such individuals are appointed by IBEW from time to time.

ARTICLE 8 - BULLETIN BOARDS

8.1 Authorized Postings. The City will continue to provide bulletin board space where currently available. Only areas designated by the Department Head may be used for posting notices. Bulletin boards may be used for the following notices:

- (a) scheduled IBEW meetings, agenda and minutes.
- (b) information on IBEW elections and the results.
- (c) IBEW special, recreational, credit union and related bulletins.
- (d) reports of official business of IBEW, including reports of committees or the executive board of IBEW.
- (e) MOU, pay scales, job announcements, promotion lists, etc.
- (f) such other items as may be approved by the Department Head or his/her designee upon request of IBEW.

8.2 Posted Notices. Posted notices shall not be defamatory or violate any of the City's policies, nor shall they advocate election or defeat of candidates for public office. All notices to be posted shall be dated and signed by an authorized IBEW representative. IBEW may give notices to the represented employees through use of the City mail system and/or the City computer e-mail system.

ARTICLE 9 - MEMORANDUM OF UNDERSTANDING COPIES

After it has been executed by the parties, the City shall provide IBEW with seven (7) originals and one (1) copy of an electronic (PDF) version of this MOU. IBEW shall be responsible for providing copies of this MOU to represented employees at IBEW expense. City shall also provide a copy of the executed MOU to any represented employee hired or promoted into the represented unit after the effective date of the MOU. The City may charge for any additional copies.

ARTICLE 10 -MEETINGS

10.1 Items of Mutual Concern. Upon mutual agreement of both the City and IBEW, the parties may meet to discuss items of mutual concern. A meeting conducted under this section shall not constitute a meet and confer or hearing under any grievance procedure.

10.2 Use of City Facilities. IBEW may be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use facilities must be obtained by IBEW from the Department Head IBEW shall be held fully responsible for any damages to and security of any facility that is used by IBEW.

10.3 Budget Oversight Committee. The City agrees to continue the Budget Oversight Committee, with IBEW entitled to appoint one (1) member. Said Committee shall have an

equal number of members appointed by the City's recognized employee organizations and the City. Said Committee shall be advisory only to the City Manager. The City shall determine the necessity of such meetings.

ARTICLE 11 - HOURS OF WORK

11.1 4/10 Schedule. The parties agree that the City has the right to implement a four/ten (4/10) work schedule for some or all IBEW represented employees. The City retains the right to maintain current work schedules or implement nine-eighty (9/80) work schedules as appropriate in its sole discretion. The City shall provide at least two weeks (14 calendar days) notice of a change in work schedules.

11.2 Public Safety Dispatchers. With respect to the classification of Public Safety Dispatcher, the employee may be assigned to any combination of hours and days for any workweek as necessary to provide continuous coverage in the Dispatch Division, according to work schedules assigned by the Police Chief, or his or her designee, who may utilize the provisions of the City's Administrative Policy A-30, i.e., the Alternative Workweek Policy, or otherwise as dictated by the needs of the Dispatch Division of the Police Department.

- (a) For the classification of Public Safety Dispatcher working a scheduled ten (10) hour or twelve (12) hour day, all work performed in excess of such ten (10) hour or twelve (12) hour per day schedule shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly base rate of pay, providing the employee works in excess of forty (40) hours in one week.
- (b) Public Safety Dispatchers scheduled by management of the Police Department to work on a holiday shall not be credited with a day off with pay but shall receive ten (10) hours of holiday pay, plus an additional time and one-half for all hours worked.

ARTICLE 12 - LIGHT DUTY

12.1 Accommodation. The parties agree that the City may assign employees who are unable to perform the full scope of their current job to temporary modified work consistent with the employee's functional limitations as described by his/her doctor when and where such work is available as determined by the City and where it may be accommodated without adverse consequences to the City or disruption in services or operations. This Article does not create any employee entitlement to assignment in a light duty position.

12.2 Eligibility. Temporary modified work will be considered on a case by case basis. Temporary modified work may involve modification of an employee's current job or assignment to work outside of an employee's current position. The Human Resources Department, in consultation with the Department Head, will determine eligibility for

participation in the Temporary Modified Assignment Program and will coordinate temporary work positions/assignments.

12.3 Employee Cooperation. It shall be the duty of every employee to cooperate fully and promptly with the coordination of temporary/modified work assignments. Notification of changes in restrictions/limitation shall be promptly communicated to the Human Resources Department along with supportive documentation, acceptable to the City. In administering the Temporary Modified Assignment Program, the Human Resources Department may communicate directly with, the employee's physician(s) regarding the employee's medical limitations, functional restrictions, job requirements in the employee's regular assignment, job requirements in any modified duty assignment under consideration and return to work status. Such communication will only be done with the employee's written authorization.

12.4 Retention of Benefits. Employees participating in the Temporary Modified Assignment Program shall retain all contractual benefits, except pay scale, not inconsistent with the objectives of the Temporary Modified Assignment Program. The City may change regular days off and work hours while the employee is in the Temporary Modified Assignment Program.

12.5 Right to Decline. However, employees retain the right to decline any initial or subsequent assignment provided by the Temporary Modified Assignment Program.

ARTICLE 13 - REST PERIOD

13.1 Rest Period. Represented employees who work sixteen (16) consecutive hours shall earn an eight (8) hour rest period.

(a) A rest period of eight (8) consecutive hours or more shall be considered an interruption of consecutive hours worked.

(b) A rest period of less than eight (8) consecutive hours shall be counted as time worked but not paid.

(c) Represented employees shall be compensated at their regular rate of pay for all regularly scheduled work time that falls while that employee is on his/her earned rest period.

(d) Represented employees who are directed to return to work while on an earned rest period shall be compensated at the appropriate overtime rate for all time worked until the interrupted eight hour rest period is completed. Such overtime pay shall be in lieu of, and not in addition to, pay received under the provisions above.

(e) Time paid for meals not taken shall not count toward earning a rest period. A paid meal time taken shall count toward earning a rest period.

(f) When the rest period extends into a regularly scheduled work day, the employee may elect to use vacation time, compensatory time, floating holiday time or leave without pay for the rest of the day.

(g) For the purpose of rest period eligibility, Sundays and holidays shall be treated as a normal work day.

ARTICLE 14 - SALARIES, CERTIFICATE PAY, PREMIUM PAY, PERFORMANCE EVALUATIONS

14.1 Wage Increases/Performance Evaluations - Assignment to Ranges - Commencing the first pay period after Council adoption of this MOU, employees will receive a 3.8% pay increase. The table included in this section shows that each member has been moved two ranges.

Thereafter, employees will stay at current salary until their performance evaluation review date. At that time, assuming a satisfactory evaluation, employee will move up to the nearest defined step at approximately 1.2% and then (if available) then one (1) full step more, which represents at least a 2.5% increase.

Ranges with defined steps are shown on the salary schedule provided herewith as Appendix "A". The salary table is calibrated in approximate 2.5% increments. Annual increases for satisfactory performance will be two (2) steps or approximately 5%. Unit members are evaluated using an employee performance evaluation form.

- (a) No employee shall be granted a step increase unless and until such employee has obtained a satisfactory overall evaluation on the City approved employee evaluation form consistent with the applicable administrative policies of the City.
- (b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under the grievance procedure outlined herein. However, an employee may upon request have such first denial reviewed by the Employee Relations Officer. Employee shall have the right to request a hearing with the Employee Relations Officer and to have a representative of his/her choice present. The decision of the Employee Relations Officer shall be final at this stage.
- (c) An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six months after the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated satisfactory, then the employee shall be granted the appropriate

step increase effective the first pay period following the six month re-evaluation period. Such step increase shall not be retroactive.

- (d) If the employee's performance continues to be unsatisfactory after the six month re-evaluation period, the employee shall be given a final denial of step increase for the remainder of the regular evaluation period. After this final denial the monthly meetings to review his/her performance with his/her supervisor shall continue until the employee's next annual review. Denial of a step increase under this subsection shall be subject to review by an Evaluation Review Committee. The Evaluation Review Committee shall be comprised of the Employee Relations Officer, a non-evaluating Department Head selected by the employee, and an IBEW business representative. The Evaluation Review Committee shall make any adjustment to the evaluation that it deems justified by majority vote and its decision shall be final with no other right of appeal or grievance on the matter.
- (e) An employee at the top of his or her range shall have his or her performance evaluated at least annually within thirty (30) days of her/her anniversary date.

Classification	Salary Range
Accountant	54
Accountant II	59
Building Permit Specialist	55
Building Inspector	62
Building Maintenance Specialist	49
Bus Driver	47
Bus Driver Lead/Trainer	55
Buyer	54
Cable Services Specialist	44
Code Compliance Officer	58
Custodian	34
Development Project Coordinator	58
Economic/Redevelopment Project Coordinator	58
Engineering Services Assistant	48
Executive Assistant	57
Executive Secretary	53
Financial Services Specialist	47
Fleet Maintenance Mechanic	53
Information Technology Coordinator	59
Information Technology/Media Technician	57
Lead Fleet Maintenance Mechanic	56
Lead Public Safety Dispatcher	56

Lead Police. Records Specialist	45
Maintenance Worker	45
Motor Sweeper Operator	50
Office Specialist	44
Payroll Coordinator	53
Police Assistant II	48
Police Assistant I	44
Police Information Technology Technician	59
Police Records Assistant	33
Public Safety Dispatcher	52
Public Works Inspector	62
Receptionist	31
Recreation Coordinator	51
Senior Building Inspector	67
Senior Code Compliance Officer	61
Senior Maintenance Worker	50
Senior .Utility Billing Representative	48
Utility Billing Representative	43
Warehouse Services Specialist	52
Work Release Crew Lead	47

14.2 Certificate Pay (Public Safety Dispatchers). The following sets forth the schedule for compensation for certificates attained by public safety dispatchers. Eligible employees shall receive 5% compensation for the first certificate and an additional 2.5% for each additional certificate up to a maximum additional compensation of 12.5%. Under no circumstances shall an eligible employee receive more than 12.5% in additional compensation for certificates. Eligible certifications:

POST Public Safety Dispatcher Basic Course
POST Dispatcher Intermediate Course
POST Dispatcher Advanced Course
POST Communications Training Officer

14.3 Bilingual Premium Pay. Employees who have been certified as being fluent in a language other than English, or sign language shall receive five percent (5%) premium pay, if the need for fluency is: (1) necessary for the current position, and (2) use of the language for compensation has been previously approved by the employee's supervisor and the Human Resources Department. Qualifications shall be based upon certification of a certifying authority selected by the City. Each employee shall be reviewed annually for bilingual pay as part of the annual evaluation. Authorization and continuation of premium pay shall be at the sole discretion of the City. Nothing contained herein shall preclude the City from requiring proficiency in a second language as a minimum job qualification for any future employee or position. Compensation shall be capped at \$110 per pay period beginning the first full pay period upon adoption of this MOU.

14.4 Trainer Premium Pay (Public Safety Dispatchers). Public Safety Dispatchers assigned as trainers shall receive additional premium compensation of \$2.00 (two dollars) per hour when working with an assigned trainee on an assigned shift.

14.5 Shift Differential Premium Pay (Public Safety Dispatchers). Public Safety Dispatchers who work between the hours of 11:00 pm and 5:00 am shall be paid a shift differential premium of \$1.50 (one dollar and fifty cents) per hour only for those hours worked between 11:00 pm and 5:00 am.

ARTICLE 15 - OVERTIME, ON-CALL PAY

15.1 Maximum Comp time Accrual. All work performed by Unit members in excess of forty (40) hours in one (1) week, where such hours are required and approved by management, shall be paid at the rate of one and one half (1-1/2) times the employee's regular hourly base rate of pay. Overtime may be accrued as compensatory time to a maximum of one hundred sixty (160) hours.

15.2 Hours Worked. For purposes of overtime calculation, "hours worked" shall include time spent in required court appearances as set forth in Article 16. Hours worked shall also include approved vacation, holiday and compensatory time off. All other hours paid for but not worked, including sick leave shall not be counted as hours worked for overtime calculation

15.3 Call Out Minimum Compensation.

(a) The City agrees to pay to the Unit member a minimum of two (2) hours pay for any time worked during the first hour when called out for emergencies, and time and one-half (1/2) for each hour worked thereafter. For example, should an employee be called out to work two (2) hours of emergency duty he would be compensated with three and one-half (3-1/2) hours pay at the regular hourly base rate of pay; two (2) hours pay for the first hour worked and one and one-half (1-1/2) hours pay for the second hour worked.

15.4 On-Call Pay.

(a) Compensation for all employees placed on-call for a period of one (1) week (defined as one-hundred sixty eight (168) hours less forty (40) hour work week) shall receive additional compensation of sixteen (16) hours at the regular rate of pay.

(b) When a holiday falls during a regularly scheduled on-call period, the employee will receive an additional four (4) hours of pay at the basic rate of pay.

(c) On-call pay shall not be paid for an employee's scheduled work shift.

(d) Employees shall be entitled to receive the pro rata equivalent for any partial week.

(e) On-call assignments shall only be made by the Department Head or his/her authorized representative.

(f) On-call duty shall be served pursuant to a schedule prepared by the Department Head or his/her designee.

15.5 On Call Status. For purposes of this Article, an employee shall be deemed to be on On-Call status only when all of the following conditions are met:

(a) The appropriate manager has placed the employee in an on-call status by a notice in writing; and,

(b) The employee is required to respond to the City yard or other designated location within a specified time not to exceed thirty (30) minutes; and,

(c) While on-call, the employee is prohibited from engaging in any activity which may interfere with the employee's ability to respond to a call and immediately commence the required job performance.

15.6. Communication Devices. An employee in an on-call status may be required to wear a beeper, pager or other communication device. The requirement to wear a communication device shall not, absent the requirements set forth in section 15.5, constitute the placing of the employee in an on-call status.

ARTICLE 16 - TEMPORARY UPGRADE PAY AND PROMOTION PAY

16.1 Temporary Upgrade. Unit personnel temporarily assigned by management to work in a higher classification, including classifications outside of the Unit for which they are qualified shall receive compensation equivalent to a step on the higher classification salary range which provides a minimum of five percent (5%) above the employee's current salary or the bottom step of the range of the position to which he/she is temporarily upgraded, whichever is greater. Temporary upgrade pay shall be effective the day the assignment is made. At such time as an employee is no longer performing work out of his or her permanent classification, compensation shall be at the regular rate of pay for the permanent classification. When assigning temporary upgrades, it is the intent of the City that such assignments shall be made in a fair and equitable manner so that all qualified employees are given an opportunity to work such assignments.

16.2 Promotions. Union personnel promoted to work in a higher classification shall be placed in the new salary range of the higher classification that pays at least five percent (5%) more than the employee received in the lower classification.

16.3 Limited Assignments. Temporary assignments to perform work out of an employee's permanent classification shall be limited in duration to six (6) months in any twelve (12) month period. A time extension to the temporary assignment beyond the initial six (6) months may be made with the written concurrence of IBEW.

ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES

17.1 Jury Duty. Any employee summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him/her shall be paid into the City treasury. Any employee who shall be called as a witness arising out of and in the course of his/her City employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid into the City treasury. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence, he/she may, however, use vacation time for such absence.

(a) All night shift dispatchers who are summoned for jury duty the day following their shift should notify their supervisor to arrange for alternate scheduling. In the event that alternate shift coverage is unavailable, the dispatcher will be allowed time off for up to eight (8) hours before reporting for jury duty and will be compensated for scheduled hours lost as normal working hours. If the same dispatcher is scheduled to work the night following the jury duty summons, they should notify their supervisor to arrange for alternate coverage. Eight (8) hours includes all time between leaving work and the time assigned to report to jury duty or time released from jury duty and returning to scheduled work. Time paid that was not worked for the purpose of this section will not count towards overtime. However, any dispatchers allowed time off either before or after a jury summons will have the option of using regular accruals (vacation or comp time) to account for any scheduled time they would have normally worked, but are allowed off.

17.2 Court Appearances (Public Safety Dispatchers). Represented employees in Dispatch positions shall be compensated for job related off-duty court appearances. The City will pay a minimum of 3 (three) hours for travel to and from appearances in court at a rate of 1 1/2 (one and one half) times the base rate of pay. All travel shall be calculated based on the time required to travel from the employee's work location to the destination. All hours required in excess of 3 (three) hours shall be compensated at 1 1/2 (one and one half) times the base rate of pay.

ARTICLE 18 - SAFETY EQUIPMENT AND TRAINING

18.1 Safety Equipment. The City will provide employees safety equipment in accordance with California State Law.

18.2 Uniforms. The City shall provide uniforms for employees who are required by the City to wear a uniform. This includes all field personnel in Public Works, Streets, Parks Maintenance, Transit, Fleet Maintenance, Code Enforcement and Public Safety Dispatch. Other classifications may be added as the necessity for uniforms becomes apparent.

18.3 Boot/Safety Shoe Allowance. The City shall provide a yearly boot /safety shoe allowance of \$250 to each employee who is required, by the nature of his/her work to

wear a specific type/style of shoe or boot. An approved shoe/boot is one which meets the minimum standards as determined by the Department Head and approved by the Joint Safety and Training Committee. Departmental standards shall not be less than those which may be required by CalOSHA. Employees shall wear approved shoes/boots during working hours where required by work conditions.

18.4 Damaged Property. The City shall reimburse Unit employees the reasonable replacement value of personal property destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the Department Head the damaged or destroyed article. Personal property subject to this provision consists of personal property necessary to fulfill the employee's job duties and that is approved in advance for use on the job. Replacement for prescription eyewear is limited to \$200 per year. Replacement for watches is limited to \$100 per year. Excluded from this definition are items of clothing used by the employee in the exercise of his/her discretion in lieu of City issued uniform apparel. Replacement of items will be secondary to any applicable insurance.

18.5 Inclement Weather. Whenever management decides not to send employees into the field during normal work hours due to inclement weather, those employees shall not suffer any loss of regular pay. When employees are not assigned to the field under this provision, they may be given other duties, assigned to training, or be held to respond to emergency calls.

18.6 Joint Safety and Training Committee. The City hereby agrees to create a Joint Safety and Training Committee. The Committee shall consist of an equal number of members appointed by the City and IBEW. The Committee shall be advisory only. The Committee shall meet on a regular basis, but not less than once per quarter. The city and IBEW may agree to meet more frequently on a regular or special basis. The Committee may review work practices, training, procedures and rules and may recommend changes in the interest of health and safety. The Committee may review all serious accidents, injuries or fatalities, and include recommendations resulting from its review in the Committee's minutes.

18.6.1 Reporting. Minutes of all Committee meetings shall be posted on IBEW bulletin boards, with copies to the City Manager, Human Resources Department, and to the IBEW Business Manager, within five (5) working days after the Committee meeting. Specific questions submitted either to the Committee or by the Committee to Management will be responded to within a reasonable time and the answers posted on IBEW bulletin boards.

18.6.2. Discipline. Proceedings of the Committee shall be completely independent of any disciplinary action and the Committee's findings shall not be entered into the record of any such disciplinary proceedings.

ARTICLE 19 - MILEAGE, MEALS AND OTHER REIMBURSEMENT

19.1 Personal Vehicle. Employees shall be reimbursed for use of their own vehicle for authorized City business and for meals as per the administrative policies of the City. (Currently A-8 for meals and E-1 for mileage).

19.2 Emergency Meal Periods. Employees shall earn meals at fixed intervals during periods of call-out overtime, and during an extension of the regular or planned work day.

During call-out overtime, one thirty minute meal period and one meal compensation of \$14.00 will be earned for each consecutive four (4) hours of paid overtime completed.

During extension of the regular work day, one paid thirty minute meal period and one meal compensation of \$14.00 will be earned after two consecutive hours paid overtime completed; thereafter, meals will be earned after completion of each four (4) consecutive hour intervals as described above.

Employees that work two consecutive hours or more immediately prior to the beginning of a regularly shift will earn a thirty minute meal period and one meal compensation of \$14.00.

Employees called back within two hours after the end of their shift shall earn one thirty minute paid meal period and one meal compensation of \$14.00.

Paid meal periods will not count as time worked.

It is recognized that employees may not be able to leave an emergency situation and that the final determination of this fact shall be made by the supervisor in charge of the particular activity.

Employees shall receive pay for earned meal periods and meal compensation regardless of whether the meal period or meal is actually utilized. All meal periods will be paid at overtime rate.

ARTICLE 20 - TUITION REIMBURSEMENT: EDUCATION INCENTIVE

20.1 Qualifications.

(a) Reimbursement under this section shall be made for employee participation in an educational program, which provides broad knowledge with respect to a subject, consistent with the requirements of subsection B immediately below. This is distinguished from "training" which relates to education in the performance of a limited task or tasks which the employee is required to perform as part of their current employment.

(b) Maximum reimbursement shall be \$3,500 per fiscal year. Tuition actually paid will be reimbursed to all permanent employees for professional and technical courses approved by the Department Head (subject to review by the Human

Resources Department) and taken in an accredited educational institution provided that:

- i. The subject matter of the course relates directly to and contributes toward the employee's position with the City.
- ii. The employee has received at least a competent proficiency rating on the last evaluation report.
- iii. The employee has furnished evidence that the course has been completed with at least a 'C' or "pass" grade.

20.2 Reimbursement Requirements.

- (a) Requests for reimbursement must be completed and returned to the Human Resources Department within three (3) weeks after receipt of course completion documentation. (No reimbursement will be made without bona fide receipts or documentation).
- (b) Reimbursements will be made only after proof of completion of course with minimum 'C' average or pass and satisfactory receipts of payment for tuition are approved by the Human Resources Department.

20.3 Hours Worked. The City shall pay represented employees for working hours spent in City required and approved training or conferences. Travel time shall be included as time worked in accordance with FLSA standards. The City shall not pay for the costs incurred to meet minimum job requirements.

20.4 Education Incentive. A one (1) time Education Incentive shall be paid to represented employees upon successful completion of certain educational programs under the following conditions:

- (a) \$500.00 (five hundred dollars) shall be payable for successful completion of a certificate program requiring 80 hours or more for completion, from an accredited college or university in an area of specialization related to the duties of the position currently held by the employee as previously approved by the Human Resources Department. An additional \$500.00 (five hundred dollars) shall be paid if the certificate is in the area of supervision of personnel.
- (b) \$2,000.00 (two thousand dollars) shall be payable for successful completion of an AA or AS Degree from an accredited college in an area of specialization related to the duties of the position held by the employee at the time the employee completes the program as previously approved by the Human Resources Department.

(c) \$3,000.00 (three thousand dollars) shall be payable for successful completion of a BA or BS Degree from an accredited college or university in any subject after 3 (three) years of employment with the City. An additional \$1,000.00 shall be paid if the degree is in the area of public or business administration, human resources, accounting, information management, or adult education.

(d) Programs shall be accredited by the California State Board of Education or equivalent authority. The incentive payments shall be otherwise subject to such rules and procedures as established by the City. Receipt of education incentive payments shall not be precluded by the fact that the employee may or may not have obtained tuition reimbursement by the City for all or part of the units required for the certificate or degree.

(e) Education incentive payments shall be made according to the following schedule:

25% of the total payable incentive shall be payable upon presentation of acceptable documentation (including transcripts) showing completion of certificate or degree.

The remaining 75% of the total payable incentive shall be payable one year from initial 25% payment.

It shall be the employees' sole responsibility to provide all necessary documentation, to obtain prior approval and to make the request for education incentive payment.

ARTICLE 21 - SICK AND BEREAVEMENT LEAVE

21.1 Sick Leave Accrual. Unit members shall accrue three and sixty-nine hundredth (3.69) hours of sick leave per pay period. Sick leave shall accrue up to a cap of four hundred (400) hours. Effective 1st full pay period in July, excess hours above two hundred twenty-four (224) will be moved to an "old sick" leave account. During fiscal year 2013 and thereafter, any hours that exceed regular cap of four hundred (400) hours will not be accrued. Leave banks can be utilized for time off or for conversions per provisions in the MOU.

21.2 Use Of Sick Leave. Sick leave shall be granted to Unit members only where consistent with the City's Sick Leave Policy (currently AP-1). Except as otherwise provided in the Family Medical Leave Act and Pregnancy Leave policies of the City (currently AP-02), not more than one-half (1/2) of the employee's annual accrual of sick leave within any calendar year may be granted to an employee for the care or attendance of members of his/her immediate family.

21.3 Sick Leave Buy Out. Conversion of sick leave will not be permitted. All represented employees may elect to receive a maximum buy-out of forty (40) hours each fiscal year of either sick leave or comp time or vacation, or a combination thereof, under

this section provided, however, such buy-out may not reduce the employee's available sick leave bank below forty (40) hours. No such restriction shall apply to the buy-out of accrued comp time or vacation time.

21.4 Sick leave upon separation. Upon separation, service retirement or termination, after ten (10) years of continuous City service, a represented employee shall be eligible to convert to cash an amount equivalent to thirty percent (30%) of all unused sick leave or contribute the entire remaining balance of sick leave to the deferred compensation account or City's Retiree Medical Savings Plan, if available. Such reimbursement to be computed based upon the employee's final compensation rate and to be paid within one payroll period of the effective date of separation.

21.5 Sick Leave Conversion to Deferred Compensation. After ten (10) years of continuous City service, the employee shall be eligible to convert one hundred percent (100%) of unused sick leave minus forty (40) hours to the City's Retiree Medical Savings Plan or to the employee's 457 Deferred Compensation Account (subject to IRS maximum contributions provided by law).

21.6 Bereavement. Non-probationary Unit members shall be allowed thirty (30) hours with pay for bereavement leave upon the death of a member of their family. For this section family includes the following persons: spouse, domestic partner, mother, father, brother, sister, child, stepchild, grandchild, or grandparent of the employee or any one of the same relatives of the employee's spouse or domestic partner,. The thirty (30) hours of bereavement shall be allowed for each death of a family member. An employee shall be allowed a maximum of forty (40) hours bereavement leave under this section for multiple family deaths occurring during the same twenty-four (24) hour period. Probationary employees may elect to use bereavement leave without pay, but upon successful completion of their probationary period they will be reimbursed for such leave at their rate of pay at the time of bereavement.

ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS

22.1 Vacation Leave Accrual. For employees of the City as of the date of this MOU, Vacation benefits shall accrue in accordance with the following schedules:

- a) One (1) through four (4) years service
Ten (10) days per year =three and eight one-hundredth (3.08) hours per pay period
- b) Beginning the fifth (5th) year through the 9th year:
Fifteen (15) days per year =four and sixty-two hundredth (4.62) .hours per pay period
- c) Beginning the tenth (10th) year & thereafter:
Twenty (20) days per year =six and fifteen one-hundredth (6.15) hours per pay period

22.2 Maximum Vacation Leave Accrual. An employee may accrue a maximum of three-hundred twenty (320) hours of vacation leave. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further Vacation Leave accruals until said employee uses a portion of his/her Vacation Leave and his/her Vacation Leave accruals have been reduced below the maximum. There shall be no retroactive receipt of any Vacation Leave lost as a result of this Article.

22.3 Vacation Leave Approval Required. Vacations shall be taken with approval of the Department Head at any time following the completion of the six (6) month probationary period, but the vacation leave taken shall not be in excess of that actually accrued at the time such vacation is taken. Vacations must be approved a minimum of fourteen (14) days in advance of the first day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the City as determined by the Department Head or Division supervisor.

22.4 Vacation Leave Payment Upon Termination. Any employee, who has been in continuous full-time service of the City for a period of six (6) months or more, who is about to terminate his/her employment, and has earned vacation to his credit, shall be paid for such vacation time within one payroll period of the effective date of such termination.

22.5 Vacation Payment In Lieu. No more than once every three (3) years, at the request of the employee and with the approval of the Department Head and the Human Resources Department, in order to meet unusual or emergency conditions, an employee may be paid the straight time daily equivalent of forty (40) hours of his/her salary in lieu of vacation time off. Such payment shall be determined by the Human Resources Department. The balance of accrued vacation shall not be allowed to go below (forty) 40 hours as the result of a payment under this subsection.

22.6 Holidays. Holidays for employees covered by this section shall be as follows:

- New Years Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas
- One (1) floating holiday

22.7 Holidays Falling on Weekend Days. If the scheduled holiday falls on a Friday (regular day off) or Saturday, it may be observed on a Thursday or accrued to the Holiday leave bank as determined by the holiday schedule posted on the City's Intranet. If the scheduled holiday falls on a Sunday, the holiday will be taken on the following Monday.

22.8 Flex Schedule. Employees working a flex schedule be paid holiday time in accordance with the City's Administrative Policy No. A-30.

22.9. Floating Holiday. The floating holiday set forth in Article 22.6 above, shall be credited as ten (10) hours to each represented employee's holiday leave bank effective with the first payroll in each fiscal year. Accrued floating holiday hours may be taken in one hour increments. Leave balances must be used during the fiscal year or they will be cashed out according to Administrative policy A-30.

22.10 Added Holidays. If, during the term of this MOU, the City Council recognizes an additional holiday for City employees, said holiday shall be extended to this Unit.

22.11 Holiday Leave. When Holiday Leave is taken, the employee will be paid at the standard ten (10) hours per day, regardless of the assignment of a ten (10), or twelve (12) hour scheduled workday. When Holiday Leave is taken, an employee may utilize any accrued leave bank except sick leave to supplement the twelve (12) hour scheduled day.

22.12 Holiday Leave Payment Upon Termination. Any Unit employee, who is about to terminate his/her employment, and has earned Holiday leave to his/her credit, shall be paid for such holiday leave within one payroll period of the effective date of such termination at the employee's then current rate of pay.

22.13 Promotional Pay Out of Leave. Prior to implementation of a promotion to a different bargaining unit, the City shall be entitled to cash out at the employee's current pay rate all vacation, holiday and comp time leave banks in excess of one hundred sixty (160) hours collectively.

ARTICLE 23 - MEDICAL AND DENTAL INSURANCE

23.1 City Contributions to a Cafeteria Plan. The City shall contribute \$947.00 per month to each represented employee for the benefits detailed in this section.

(a) Said contribution shall first be used to provide for Health Insurance for employee. Employee shall be covered by Health Insurance with a City approved Health Plan unless the employee provides proof to the City that employee is covered by another acceptable health plan as determined by the Human Resources Department.

(b) The balance may be used for any of the following or any combination thereof:

- i. Health insurance for employee's spouse and/or dependents.
- ii. Dental insurance for employee, spouse and/or dependents.
- iii. Voluntary life insurance for employee.

- iv. Deferred compensation program.
- v. Eye care plan for employee, spouse and/or dependents
- vi. Supplemental insurance options

23.2 Eye Wear Reimbursement. City will also reimburse a maximum of \$250 every two years for eye wear for an employee and/or employee's dependents.

23.3 I.R.S. 125 Plan. During the term of this MOU, the City shall maintain an Internal Revenue Section (IRS) 125 program which will allow employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both as defined by the IRS.

23.4 Insurance Advisory Committee. The City shall maintain the Benefit Advisory Committee to which the Union may appoint a representative.

23.4.1 Purpose. - The purpose of the Benefit Advisory Committee shall be to advise the City relative to health, life, and related insurance plans which may be provided to employees of the City including the type of plans, scope of coverage, and the selection of insurance carriers.

23.4.2 Voting. - The Benefit Committee shall determine issues by a majority vote of the members, each, member having one (1) vote.

23.4.3 Selection of Members. - Benefit Committee Members shall be selected as follows:

(a) Representatives of bargaining units shall be selected in a manner to be determined by each respective unit.

(b) The City's Representatives shall be the Deputy Human Resources Director and the Administrative Services Director.

23.4.4 Meetings. The Benefit Committee shall meet as may be necessary to conduct the business of the committee.

23.4.5 Status. The Advisory Benefit Committee will be advisory only, with no power or prerogative to decide on behalf of the City on issues pertaining to employee insurance coverage.

ARTICLE 24 - RETIREMENT AND MEDICARE

24.1 California Public Employees Retirement System (CalPERS) Formulas.

- (a) All IBEW represented miscellaneous employees hired prior to December 11, 2012 will remain eligible to receive the CalPERS retirement plan known as "two and one-half at fifty-five" retirement (2.5% @ 55) formula for Miscellaneous Employees.
- (b) Beginning on or after December 11, 2012, the City implemented the 2% @ 60 retirement formula for miscellaneous new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined by CalPERS as "classic members." (Approved by City Council through side letter December 11, 2012.)
- (c) Beginning January 1, 2013, new hires defined by CalPERS as "new members" shall receive the newly created 2% @ 62 retirement formula with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees Pension Reform Act of 2013.)

24.2 Contributions to CalPERS

- a) Effective January 1, 2013, all miscellaneous new hires defined by CalPERS as "new members" will pay their full employee member contribution rate towards their CalPERS retirement benefit per the Public Employees Pension Reform Act of 2013 (rates vary per retirement formula).

Effective the first full pay period after adoption of side letter or MOU, all IBEW represented employees will pay their full member contribution rate to their respective retirement plan with CalPERS, which is currently 8% for miscellaneous members in the 2.5% @55 formula. CalPERS will determine the employee member contribution rates for each retirement formula. Therefore, the City shall cease all Employer Paid Member Contributions for Unit members.

24.2 F.I.C.A. Represented employees shall pay the employee's portion of FICA and the City shall be responsible for payment of the employer's portion.

ARTICLE 25 - MISCELLANEOUS BENEFITS

25.1 Disability Insurance. Each employee shall pay the cost of membership in the City's long term disability insurance selected by the City. City agrees to offer a short term disability program at the employees expense provided that such short term disability program can be offered in conjunction with the City's existing long term disability insurance. The City will notify IBEW of this option at the City's Annual Benefit Advisory Meeting.

25.2 Computer Loan. Every non-probationary member of the Unit shall be entitled to participate in an interest free loan program for the purchase of a computer. The maximum amount of any individual loan shall be equal to one (1) month of an employee's salary. The cumulative amount of loans outstanding hereunder shall not exceed \$40,000. The loan shall be upon the terms and conditions established by the City.

25.3 Tool Loan. Every member of the Unit shall be entitled to participate in an interest free loan program for the purchase of mechanic shop tools. The maximum amount of any individual loan shall be equal to one (1) month of an employee's salary. This loan cannot be used concurrently with any other City loan program.

25.4 Direct Deposit. All employees shall be paid by direct deposit of their payroll check into an account of their choice, except those who either do not hold an account with a financial institution that offers direct deposit or who do not hold any account of any type, and such employees will be required to pay a \$10 administration fee per payroll. It shall be the responsibility of the employee to establish and maintain such account.

25.6 Utility Allowance. Any represented employee who resides within the City shall receive \$150 per month as a discount against the cost of electric and water service during the period of such residency.

25.7 Tool Reimbursement (Equipment Mechanic). Employees in the position of Equipment Mechanic shall be entitled to a reimbursement of up to \$500 per year upon proof of purchase of tools for use in the performance of their duties. Such purchase shall have been previously approved by the supervisor.

ARTICLE 26 - IBEW RETIREE MEDICAL FUND

Employees agree to pay one percent (1%) of salary into the IBEW Local #47 Retiree Medical Fund.

ARTICLE 27 - LAYOFFS AND RE-EMPLOYMENT

27.1 Purpose. The purpose of this Article is to provide a fair and equitable basis for the reduction of full-time classified personnel due to insufficient work or funds.

27.2 Reasons For Lay Off. The City retains the right to determine when a lack of work or lack of funds condition exists. Lack of work means, that a category of work effort within the City can be fulfilled with fewer employees at an acceptable level of service. Lack of funds, means that the City cannot sustain operations at the current level of employment within the funding available.

27.3 Notice Of Lay Off. Any lay off initiated under the provisions of this document can take place at any time during the year. The City shall notify the affected employees in writing at least fourteen (14) calendar days prior to the employees last day of work. The

City reserves the right to pay the employee for such fourteen (14) day period or any remaining portion thereof, and to require the employee to immediately vacate City property. A copy of any notice will be forwarded to the IBEW representative. Any notice of lay off shall, specify the reason for the lay off and effective date. The form and timing of such notice shall be subject to the established Grievance Procedure, provided, however, that the City's decision to lay off is not subject to the grievance procedure. The date of layoff shall not be delayed by the pendency of a grievance.

27.4 Order Of Lay Off. The classifications of employees to be affected by any lay off shall be as determined by the City in its sole discretion. The order of lay off shall be based upon continuous seniority within the affected classification, except as provided in Section 27.4(a). With respect to the classifications which have been retitled by the City, "continuous seniority within the affected classification" shall not be limited to time in the newly titled classification but shall mean all current continuous time in full-time permanent employment with the City in whatever classification.

(a) Critical Position Function. There are various job functions set forth in the position description for each classification. Certain of these functions may be determined by the City Manager to be vital to the ongoing operations of the City. By way of further definition, a function is "critical" if the City Manager, in the exercise of his/her sole discretion, determines that the City cannot best provide necessary services with the reduced work force without employees capable of performing the "critical" function. A senior employee may be selected for lay off over a more junior employee if the junior employee has demonstrated the ability to perform these critical position functions and the more senior employee has not. No person shall be deprived of the opportunity to develop his/her skills in a critical position function.

(b) For purposes of this section, "critical position function" shall be based on the skills necessary to perform the function and not on the performance of specific tasks performed by the incumbent in any position. "Skill" refers to the basic knowledge and ability necessary to perform a job function e.g. typing, welding, accounting or any recognized subcategory of such function, e.g. pipe welding, welding specialized metals, etc, or cost accounting vs. general accounting. "Tasks" refers to the elements of a position within a department e.g., typing form-A.

27.5 Reduction Of Class.

The establishment of a Class Series List was established as indicated on Appendix "B".

(a) Any employee who has been given a written notice of layoff may choose to be reduced in classification and compensation, to a classification in which the employee has previously established seniority while in the employ of the City, if the employee has greater continuous seniority with the City than at least one (1) person in the lower classification.

(b) Seniority for purposes of layoff shall be determined by the total continuous time served by an employee in his/her current position in addition to any time served by the employee in a position in the same job series with a pay range equal to or higher than the employee's current position. If an employee leaves the service of the City for any period of time the employee's prior service shall not be considered as service for the purpose of calculating the employee's seniority for any purpose.

(c) Alternatively, and exclusive of an election under the .previous paragraph 27.5(a), an employee may choose to be reduced in classification and compensation to an existing position in a class series, if the employee has greater continuous length of service with the City than the incumbent in the lower classification in the class series. Class series is defined as a vertical succession of positions that encompass the same general set of job duties that increase in complexity and responsibility as one moves upward through the class series.

(d) Relative class standing for subparagraphs (a) and (b) shall be as determined by the salary ranges for the classifications under consideration. The classification with the highest compensated step in the salary range shall be the higher classification

(e) Anything contained herein to the contrary notwithstanding, any employee may choose to be reduced in an entry level position if the employee meets the minimum qualifications for the position and has more seniority with the City than an incumbent in the position. For purposes of this subsection an "entry level position" is a position requiring no prior experience.

27.6 Equal Seniority. If two (2) or more employees subject to layoff have equal class seniority, then the determination as to who has seniority shall be based upon total length of uninterrupted service with the City. If both employees were hired on same day, the employee with the lower City Employee number assigned on the date of hire shall be considered to have seniority.

27.7 Reemployment Rights. Laid off employees will be eligible for reemployment up to eighteen (18) months from date of layoff notice.

ARTICLE 28 - GRIEVANCE PROCEDURE

28.1 Items Subject To Grievance Procedure. Any permanent employee in the competitive service who has a grievance based upon his/her demotion, dismissal, reduction in pay, violation of the personnel ordinance, salary resolution or this MOU, or violation of commonly accepted safety practices not resolved by the Safety Committee, shall be entitled to have the matter reviewed through the following grievance procedure outlined in this article.

28.2 Informal Step. An attempt shall be made to ascertain all facts and adjust such grievance on an informal basis between the employee and, if he desires, his/her Steward, and the immediate supervisor. Presentation of such grievance shall be made within fourteen (14) calendar days of the incident causing the grievance, or the date on which the employee first became aware of it.

28.3 Step One. If the grievance is not adjusted to the satisfaction of the employee within fourteen (14) calendar days after presentation of the grievance to the immediate supervisor the grievance shall be submitted in writing by the employee or his/her steward to the Department Head, within the next fourteen (14) calendar days. The Department Head and a representative of the Human Resource Department shall meet with the employee, his/her steward or both within fourteen (14) calendar days of receipt of such written grievance and the Department Head shall deliver his decision in writing to the employee, along with his reasons for such decision, within fourteen (14) calendar days after meeting.

28.4 Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.3 above, the employee or his/her steward may submit the grievance, in writing, to the City Manager, within fourteen (14) calendar days after the completion of the last step under paragraph 28.3 above. The City Manager shall meet with the employee, and his/her steward, if applicable, within fourteen (14) calendar days of receipt of such written grievance, and shall deliver his decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

28.6 Step Three. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.2, 28.3 and 28.4 above, the employee or his/her representative may submit written notice to the City Manager within fourteen (14) calendar days after the completion of the last step under paragraph 28.4 above of his/her intent to submit the matter to arbitration. In matters of interpretation of this MOU, IBEW shall have the exclusive authority to determine whether a grievance shall be taken to arbitration. In disciplinary cases where IBEW may be required to pay for any part of the cost of such arbitration, IBEW may elect to proceed to arbitration. If IBEW does not elect to do so, then the employee may do so at his/her own expense. The procedures set forth below shall be followed for arbitrations.

(a) Within seven (7) calendar days of receipt of the written notice, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or any other mutually agreeable mediation service.

(b) Within fourteen (14) calendar days of receipt of the list of arbitrators the parties shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, IBEW and the City shall take turns striking the names or arbitrators from the FMCS list until one (1) name remains. IBEW shall strike the first name.

City agrees to post on City's website, and IBEW bulletin boards all vacant positions in the Unit.

ARTICLE 32 - RE-OPENERS

32.1 During the term of this MOU, unless otherwise provided, the parties shall not meet and confer with respect to any subject or matter whether or not referred to in this MOU, unless mutually agreed to otherwise.

32.2 The parties agree, however, to the following re-openers:

In the event that the City General Fund reserves are reduced to less than \$1 million, the parties agree to re-open the agreement to negotiate potential alternatives to layoffs.


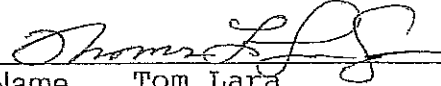
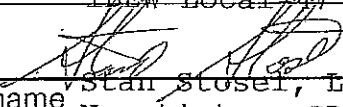
The parties also agree to reopen to discuss and revise the grievance procedure.

The parties agree to reopen to discuss the criteria of critical positions.

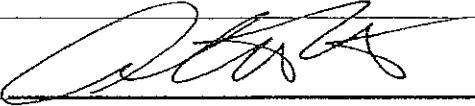
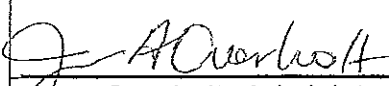
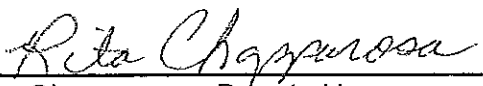
ARTICLE 33 RATIFICATION AND EXECUTION.

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and IBEW regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and IBEW have reached an understanding as to certain recommendations to be made to the City Council for the City of Banning and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. IBEW also represents that its members have ratified this MOU. Accordingly, the parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the Banning City Council. In witness whereof, the parties have caused their signatures to be affixed this 29th day of April, 2013

For IBEW:

 4/29/13 name John Baca, Business Rep. IBEW Local 47	 Name Tom Lara Representative
 4/29/13 name Stan Stoser, Lead Negotiator, IBEW Local-47	Name Pat Lavin, Business Manager, IBEW Local-47

For: the City of Banning

	
Andy Takata, City Manager	Colin Tanner, Lead Negotiator
	
June Overholt, Administrative Services Director, Deputy City Manager	Rita Chapparosa, Deputy Human Resources Director

(c) The parties shall contact the arbitrator to arrange for a mutually convenient time and date for the arbitration hearing.

(d) The cost of the arbitrator shall be split equally by the City and IBEW save that if the grievance arises from the administration of discipline, the City shall bear the cost.

28.7 Step Four. Within fourteen (14) calendar days after the parties receive the arbitrator's recommendation the opinion of the arbitrator will be final on matters relating to the interpretation or administration of this MOU. Arbitration on discipline is advisory only. If the decision relates to discipline, within fourteen (14) calendar days after the parties receive the arbitrator's recommendation on disciplinary matters, the City Manager shall advise IBEW and/or the employee and the Department Head whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be the final decision of the City.

28.8 Change Of Limits. The above time limits may be changed by mutual agreement.

28.9 Mutual Agreement for Additional Mediation/Arbitration. Upon mutual agreement of the parties, a grievance may be submitted to a representative of a mutually agreeable arbitration service for mediation and/or arbitration. Unless agreed otherwise by the parties in writing, the role of the arbitrator shall be advisory only and it shall have no power or authority to impose a result or resolution upon any of the parties.

ARTICLE 29 - SEVERABILITY CLAUSE

If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU with the remainder of this MOU remaining in full force and effect. Upon the issuance of a decision by a Court of Competent Jurisdiction declaring any section of this MOU to be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer as soon as possible concerning only those sections.

ARTICLE 30 - COMPLETE AGREEMENT

30.1 Entire Agreement. This MOU is the entire agreement between the parties, terminating all prior agreements, whether written or oral arrangements and practices, and, except as otherwise provided herein, shall conclude all meetings and conferences during the term of this MOU.

30.2 Items Not Covered. All terms and conditions of employment not covered by this MOU shall continue to be subject to the City's direction and control.

ARTICLE 31 - POSTING JOB VACANCIES

City agrees to post on City's website, and IBEW bulletin boards all vacant positions in the Unit.

ARTICLE 32 - RE-OPENERS

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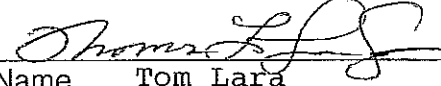
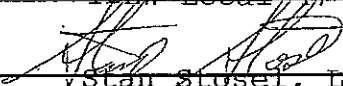
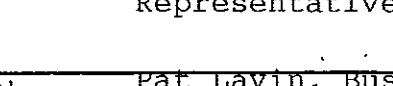
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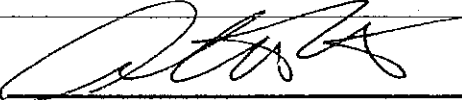


ARTICLE 33 RATIFICATION AND EXECUTION.

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and IBEW regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and IBEW have reached an understanding as to certain recommendations to be made to the City Council for the City of Banning and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. IBEW also represents that its members have ratified this MOU. Accordingly, the parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the Banning City Council. In witness whereof, the parties have caused their signatures to be affixed this 29th day of April, 2013

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 4/29/13 name John Baca, Business Rep. IBEW Local 47	 Name Tom Lara Representative
 4/29/13 name Stan Stosel, Lead Negotiator, IBEW Local-47	 Name Pat Lavin, Business Manager, IBEW Local-47

For: the City of Banning

	
Andy Takata, City Manager	Colin Tanner, Lead Negotiator
	
June Overholt, Administrative Services Director, Deputy City Manager	Rita Chapparosa, Deputy Human Resources Director

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
01 Hourly	5,150.00	5,281.4	5,416.1	5,554.2	5,695.9	5,841.1	5,990.1	6,142.9	6,298.6	6,450.3	6,625.1	6,794.0	6,967.3
01 Biweekly	412.00	422.51	433.28	444.34	455.67	467.29	479.21	491.43	503.97	516.82	530.00	543.52	557.39
01 Annual	10,712.00	10,985.22	11,265.41	11,552.74	11,847.41	12,149.59	12,459.48	12,777.27	13,103.16	13,437.37	13,780.11	14,131.58	14,492.02
02 Hourly	5,279.4	5,413.0	5,551.1	5,692.6	5,837.8	5,986.7	6,139.4	6,296.0	6,456.6	6,621.3	6,790.2	6,963.4	7,141.0
02 Biweekly	422.27	433.04	444.08	455.41	467.03	478.94	491.16	503.68	516.53	529.47	543.21	557.07	571.28
02 Annual	10,979.00	11,259.03	11,546.20	11,840.70	12,142.71	12,452.42	12,770.03	13,095.75	13,429.77	13,772.31	14,123.58	14,483.82	14,853.24
03 Hourly	5,410.6	5,548.6	5,690.1	5,835.2	5,984.1	6,136.7	6,293.2	6,453.7	6,618.3	6,787.1	6,960.3	7,137.8	7,319.8
03 Biweekly	432.85	443.89	455.21	466.82	478.73	490.94	503.46	516.30	529.47	542.97	556.82	571.02	585.59
03 Annual	11,254.00	11,541.04	11,835.41	12,137.28	12,446.86	12,764.33	13,089.89	13,423.77	13,766.15	14,117.27	14,477.35	14,846.61	15,225.28
04 Hourly	5,545.7	5,687.1	5,832.2	5,980.9	6,133.5	6,289.9	6,450.4	6,614.9	6,783.6	6,956.6	7,134.1	7,316.0	7,502.6
04 Biweekly	443.65	454.97	466.57	478.47	490.68	503.19	515.03	529.19	542.69	556.53	570.72	585.28	600.21
04 Annual	11,535.00	11,829.21	12,130.93	12,440.34	12,757.64	13,083.04	13,416.73	13,758.94	14,106.88	14,468.76	14,836.83	15,217.31	15,605.44
05 Hourly	5,684.6	5,829.6	5,978.3	6,130.8	6,287.2	6,447.5	6,612.0	6,780.6	6,953.6	7,130.9	7,312.8	7,499.3	7,690.6
05 Biweekly	454.77	466.37	478.26	490.46	502.97	515.80	528.96	542.45	556.28	570.47	585.02	599.94	615.25
05 Annual	11,824.00	12,125.58	12,434.86	12,752.02	13,077.27	13,410.82	13,752.88	14,103.66	14,463.39	14,832.29	15,210.60	15,598.57	15,996.42
06 Hourly	5,826.4	5,975.1	6,127.5	6,283.7	6,444.0	6,608.4	6,776.9	6,949.8	7,127.0	7,308.8	7,495.2	7,686.4	7,882.5
06 Biweekly	466.12	478.00	490.20	502.70	515.52	528.67	542.15	555.98	570.16	584.71	599.62	614.91	630.60
06 Annual	12,119.00	12,428.11	12,745.10	13,070.17	13,403.54	13,745.41	14,096.00	14,455.54	14,824.24	15,202.35	15,590.10	15,987.74	16,395.52
07 Hourly	5,972.1	6,124.4	6,280.7	6,440.8	6,605.1	6,773.6	6,946.4	7,123.5	7,305.2	7,491.6	7,682.6	7,878.6	8,079.5
07 Biweekly	477.77	489.96	502.45	515.27	528.41	541.89	555.71	569.88	584.42	599.32	614.61	630.29	646.36
07 Annual	12,422.00	12,738.84	13,063.75	13,396.96	13,738.66	14,089.08	14,448.43	14,816.96	15,194.88	15,582.44	15,979.88	16,387.47	16,805.44
08 Hourly	6,121.6	6,277.8	6,437.9	6,602.1	6,770.5	6,943.2	7,120.3	7,301.9	7,488.1	7,679.1	7,875.0	8,075.8	8,281.8
08 Biweekly	489.73	502.22	515.03	528.17	541.64	555.45	569.62	584.15	599.05	614.33	630.00	646.07	662.55
08 Annual	12,733.00	13,057.77	13,390.82	13,732.37	14,082.62	14,441.81	14,810.17	15,187.92	15,575.30	15,972.56	16,379.96	16,797.75	17,226.19
09 Hourly	6,274.5	6,434.6	6,598.7	6,767.0	6,939.6	7,116.6	7,298.1	7,484.2	7,675.1	7,870.9	8,071.7	8,277.5	8,488.7
09 Biweekly	501.96	514.76	527.89	541.36	555.17	569.33	583.85	598.74	614.01	629.67	645.73	662.20	679.09
09 Annual	13,051.00	13,383.88	13,725.25	14,075.32	14,434.33	14,802.49	15,180.04	15,567.23	15,964.28	16,371.47	16,789.04	17,217.26	17,656.40
10 Hourly	6,431.3	6,595.3	6,763.5	6,936.0	7,112.9	7,294.3	7,480.4	7,671.2	7,866.9	8,067.5	8,273.3	8,484.3	8,700.7
10 Biweekly	514.50	527.62	541.08	554.88	569.03	583.55	598.43	613.70	629.35	645.40	661.86	678.74	696.06
10 Annual	13,377.00	13,718.19	14,068.09	14,426.91	14,794.88	15,172.24	15,559.22	15,956.08	16,363.05	16,780.41	17,208.41	17,647.33	18,097.44
11 Hourly	6,592.3	6,760.5	6,932.9	7,109.7	7,291.1	7,477.0	7,667.7	7,863.3	8,063.9	8,269.5	8,480.5	8,696.8	8,918.6
11 Biweekly	527.38	540.84	554.63	568.78	583.28	598.16	613.42	629.06	645.11	661.56	678.44	695.74	713.49
11 Annual	13,712.00	14,061.74	14,420.40	14,788.20	15,165.39	15,552.20	15,948.87	16,355.67	16,772.83	17,200.64	17,639.36	18,089.27	18,550.66
12 Hourly	6,757.2	6,929.6	7,106.3	7,287.6	7,473.4	7,664.1	7,859.6	8,060.0	8,265.6	8,476.4	8,692.6	8,914.3	9,141.7
12 Biweekly	540.58	554.36	568.50	583.00	597.87	613.12	628.76	644.80	661.25	678.11	695.41	713.14	731.33
12 Annual	14,055.00	14,413.49	14,781.12	15,158.12	15,544.75	15,941.23	16,347.83	16,764.80	17,192.40	17,630.91	18,080.60	18,541.77	19,014.69

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
13													
Hourly	6,928.00	7,102.80	7,283.80	7,469.80	7,660.00	7,855.50	8,056.80	8,263.80	8,477.20	8,696.00	8,909.70	9,136.90	9,370.00
Biweekly	554.08	568.21	582.70	597.56	612.81	628.44	644.46	660.90	677.76	695.05	712.77	730.95	749.60
Annual	14,408.00	14,773.44	15,150.25	15,536.67	15,932.95	16,339.34	16,756.09	17,183.47	17,621.75	18,071.21	18,532.14	19,004.82	19,489.55
14													
Hourly	7,099.00	7,280.10	7,465.80	7,656.80	7,853.15	8,054.85	8,261.90	8,475.20	8,694.75	8,919.55	9,149.60	9,384.90	9,625.40
Biweekly	567.92	582.41	597.26	612.50	628.12	644.14	660.57	677.42	694.70	712.42	730.59	749.22	768.33
Annual	14,766.00	15,142.62	15,528.85	15,924.93	16,331.11	16,747.65	17,174.82	17,612.88	18,061.80	18,522.80	18,995.25	19,479.74	19,976.59
15													
Hourly	7,279.40	7,462.00	7,649.20	7,841.00	8,037.35	8,238.25	8,443.70	8,654.70	8,871.25	9,093.45	9,321.20	9,554.50	9,793.40
Biweekly	582.12	596.96	611.91	627.08	642.38	657.86	673.54	689.42	705.50	721.79	738.28	754.97	771.85
Annual	15,135.00	15,521.03	15,916.91	16,322.89	16,739.22	17,166.17	17,603.60	18,051.60	18,510.25	18,979.55	19,459.50	19,950.20	20,451.60
16													
Hourly	7,458.70	7,644.00	7,834.00	8,028.70	8,228.10	8,432.20	8,641.00	8,854.50	9,072.75	9,295.75	9,523.50	9,755.80	10,000.00
Biweekly	596.69	611.91	627.52	643.52	659.94	676.77	694.03	711.73	729.89	748.50	767.60	787.17	807.25
Annual	15,514.00	15,909.70	16,315.49	16,731.64	17,158.39	17,596.03	18,044.84	18,505.09	18,977.08	19,461.11	19,957.49	20,466.52	20,988.54
17													
Hourly	7,645.20	7,840.20	8,040.20	8,244.20	8,452.20	8,664.20	8,880.20	9,099.20	9,322.20	9,549.20	9,780.20	10,015.20	10,265.20
Biweekly	611.62	627.22	643.21	659.62	676.44	693.70	711.39	729.53	748.14	767.22	786.79	806.86	827.44
Annual	15,902.00	16,307.60	16,723.54	17,150.08	17,587.52	18,036.13	18,496.13	18,967.90	19,450.60	19,945.60	20,453.60	20,974.60	21,518.60
18													
Hourly	7,836.10	8,035.90	8,240.90	8,451.10	8,666.60	8,887.70	9,114.40	9,346.80	9,584.00	9,826.00	10,073.00	10,325.00	10,582.00
Biweekly	626.88	642.87	659.27	676.09	693.33	711.01	729.15	747.75	766.82	786.38	806.44	827.00	848.10
Annual	16,299.00	16,714.72	17,141.05	17,578.25	18,026.60	18,486.38	18,957.90	19,441.44	19,937.31	20,445.83	20,967.32	21,502.12	22,050.55
19													
Hourly	8,032.20	8,237.10	8,447.20	8,662.60	8,883.60	9,110.20	9,342.50	9,580.80	9,824.00	10,072.00	10,325.00	10,583.00	10,846.00
Biweekly	642.58	658.97	675.77	693.01	710.69	728.81	747.40	766.47	786.01	806.06	826.62	847.71	869.33
Annual	16,707.00	17,133.13	17,570.13	18,018.27	18,477.84	18,949.14	19,432.46	19,928.10	20,436.39	20,957.64	21,492.18	22,040.36	22,602.52
20													
Hourly	8,232.70	8,442.70	8,658.00	8,878.80	9,105.30	9,337.50	9,575.70	9,820.00	10,070.00	10,327.00	10,590.00	10,860.00	11,137.00
Biweekly	658.62	675.41	692.64	710.31	728.42	747.00	766.06	785.60	805.63	826.18	847.25	868.86	891.03
Annual	17,124.00	17,560.76	18,008.67	18,468.00	18,939.04	19,422.10	19,917.48	20,426.50	20,949.47	21,483.73	22,028.62	22,584.48	23,151.67
21													
Hourly	8,438.50	8,653.70	8,874.40	9,100.80	9,332.90	9,570.90	9,815.00	10,065.40	10,322.10	10,585.40	10,855.40	11,132.30	11,416.20
Biweekly	675.08	692.30	709.95	728.06	746.63	765.67	785.20	805.23	825.77	846.83	868.43	890.58	913.30
Annual	17,552.00	17,999.68	18,458.78	18,929.59	19,412.41	19,907.54	20,415.30	20,936.02	21,470.01	22,017.62	22,579.21	23,155.11	23,745.71
22													
Hourly	8,649.50	8,870.10	9,096.40	9,328.40	9,566.30	9,810.30	10,060.50	10,317.10	10,580.30	10,850.20	11,126.90	11,410.70	11,701.70
Biweekly	691.96	709.61	727.71	746.27	765.31	784.83	804.84	825.37	846.42	868.01	890.15	912.86	936.14
Annual	17,891.00	18,448.88	18,920.46	19,403.05	19,897.94	20,405.46	20,926.92	21,459.66	22,004.01	22,558.32	23,124.94	23,704.25	24,306.62
23													
Hourly	8,859.90	9,092.00	9,329.90	9,572.60	9,821.00	10,075.10	10,335.10	10,600.10	10,870.10	11,145.10	11,425.10	11,710.10	12,000.10
Biweekly	708.27	727.36	746.91	766.94	787.45	808.46	829.97	851.97	874.47	897.47	920.97	944.97	969.47
Annual	18,441.00	18,911.36	19,393.71	19,888.37	20,395.64	20,915.85	21,449.33	21,996.42	22,557.46	23,132.81	23,722.83	24,327.91	24,948.41
24													
Hourly	9,087.50	9,319.30	9,557.00	9,800.70	10,050.70	10,307.10	10,570.00	10,839.60	11,116.00	11,399.60	11,690.30	11,988.50	12,294.30
Biweekly	727.00	745.54	764.56	784.06	804.06	824.57	845.60	867.17	889.28	911.97	935.23	959.08	983.54
Annual	18,902.00	19,384.11	19,878.53	20,385.55	20,905.50	21,438.72	21,985.53	22,546.30	23,121.36	23,711.09	24,315.87	24,936.07	25,572.09

52

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
25	Hourly	9,314.9	9,552.5	9,799.1	10,046.0	10,302.2	10,565.0	10,834.5	11,110.8	11,394.2	11,684.8	11,982.9	12,288.5
	Biweekly	745.19	764.20	783.69	803.68	824.18	845.20	866.76	888.86	911.54	934.79	958.63	983.08
	Annual	19,375.00	19,869.18	20,375.96	20,895.67	21,428.64	21,975.20	22,535.69	23,110.49	23,698.95	24,304.44	24,924.35	25,560.07
26	Hourly	9,547.6	9,791.1	10,040.8	10,297.0	10,559.6	10,828.9	11,105.1	11,388.4	11,678.8	11,976.7	12,282.2	12,595.5
	Biweekly	763.81	783.29	803.27	823.76	844.77	866.31	888.41	911.07	934.31	958.14	982.58	1,007.64
	Annual	19,859.00	20,365.52	20,884.97	21,417.66	21,963.94	22,524.15	23,098.65	23,687.80	24,291.99	24,911.58	25,546.97	26,198.57
27	Hourly	9,786.1	10,035.7	10,291.6	10,554.1	10,823.3	11,099.4	11,382.5	11,672.8	11,970.5	12,275.9	12,589.0	12,910.1
	Biweekly	782.88	802.85	823.33	844.33	865.87	887.95	910.60	933.82	957.64	982.07	1,007.12	1,032.80
	Annual	20,355.00	20,874.17	21,406.59	21,952.59	22,512.51	23,086.71	23,675.56	24,279.43	24,898.70	25,533.77	26,185.04	26,852.91
28	Hourly	10,030.8	10,286.6	10,549.0	10,818.0	11,094.0	11,376.9	11,667.1	11,964.7	12,269.9	12,582.8	12,903.8	13,232.9
	Biweekly	802.46	822.83	843.92	865.44	887.52	910.15	933.37	957.18	981.59	1,006.63	1,032.30	1,058.63
	Annual	20,864.00	21,386.16	21,941.89	22,501.54	23,075.46	23,664.02	24,267.60	24,886.57	25,521.33	26,172.27	26,839.82	27,524.40
29	Hourly	10,281.7	10,540.0	10,812.9	11,088.7	11,371.5	11,661.6	11,959.0	12,264.0	12,576.8	12,897.6	13,226.6	13,564.0
	Biweekly	822.54	843.52	865.03	887.10	908.72	932.93	956.72	981.12	1,006.15	1,031.81	1,058.13	1,085.12
	Annual	21,386.00	21,931.47	22,490.86	23,064.51	23,652.79	24,256.08	24,874.75	25,509.21	26,159.85	26,827.08	27,511.33	28,213.04
30	Hourly	10,538.9	10,807.7	11,083.4	11,366.1	11,656.0	11,953.3	12,258.2	12,570.8	12,891.5	13,220.3	13,557.5	13,903.3
	Biweekly	843.12	864.62	886.67	909.29	932.48	956.26	980.66	1,005.67	1,031.32	1,057.62	1,084.60	1,112.26
	Annual	21,921.00	22,480.12	23,053.49	23,641.50	24,244.50	24,862.88	25,497.03	26,147.36	26,814.27	27,496.20	28,199.57	28,918.82
31	Hourly	10,802.4	11,077.9	11,360.5	11,650.2	11,947.4	12,252.1	12,564.6	12,885.1	13,213.7	13,550.8	13,898.4	14,250.8
	Biweekly	864.19	886.23	908.84	932.02	955.79	980.17	1,005.17	1,030.81	1,057.10	1,084.06	1,111.71	1,140.07
	Annual	22,469.00	23,042.09	23,629.81	24,232.51	24,850.58	25,484.42	26,134.43	26,801.01	27,484.60	28,185.62	28,904.52	29,641.76
32	Hourly	11,072.1	11,354.5	11,644.1	11,941.1	12,245.7	12,558.0	12,878.3	13,206.8	13,543.7	13,889.1	14,243.4	14,606.7
	Biweekly	885.77	908.36	931.53	955.29	979.66	1,004.64	1,030.27	1,056.55	1,083.49	1,111.13	1,139.47	1,168.53
	Annual	23,030.00	23,617.40	24,219.79	24,837.54	25,471.04	26,120.71	26,786.94	27,470.17	28,170.83	28,889.35	29,626.20	30,381.85
33	Hourly	11,349.0	11,638.5	11,935.4	12,239.8	12,552.0	12,872.1	13,200.4	13,537.1	13,882.4	14,236.5	14,599.6	14,972.0
	Biweekly	907.92	931.08	954.83	979.18	1,004.16	1,029.77	1,056.03	1,082.97	1,110.59	1,138.92	1,167.97	1,197.76
	Annual	23,606.00	24,208.09	24,825.55	25,458.75	26,108.10	26,774.01	27,456.91	28,157.22	28,875.40	29,611.90	30,367.18	31,141.72
34	Hourly	11,632.7	11,929.4	12,233.7	12,545.7	12,865.7	13,193.8	13,530.4	13,875.5	14,229.4	14,592.3	14,964.5	15,346.2
	Biweekly	930.62	954.35	978.69	1,003.66	1,029.26	1,055.51	1,082.43	1,110.04	1,138.35	1,167.38	1,197.16	1,227.70
	Annual	24,196.00	24,813.14	25,446.03	26,095.05	26,760.63	27,443.19	28,143.16	28,860.98	29,597.10	30,352.01	31,126.17	31,920.07
35	Hourly	11,923.6	12,227.7	12,539.6	12,859.4	13,187.4	13,523.7	13,868.7	14,224.4	14,589.2	14,957.2	15,338.7	15,729.9
	Biweekly	953.88	978.21	1,003.16	1,028.75	1,054.99	1,081.90	1,109.49	1,137.79	1,166.81	1,196.57	1,227.09	1,258.39
	Annual	24,801.00	25,433.57	26,082.28	26,747.54	27,429.76	28,129.38	28,846.85	29,582.62	30,337.15	31,110.93	31,904.45	32,718.20
36	Hourly	12,221.6	12,533.4	12,853.0	13,180.9	13,517.1	13,861.8	14,215.4	14,578.0	14,949.8	15,331.1	15,722.1	16,123.1
	Biweekly	977.73	1,002.67	1,028.24	1,054.47	1,081.36	1,108.95	1,137.23	1,166.24	1,195.98	1,226.49	1,257.77	1,289.85
	Annual	25,421.00	26,069.39	26,734.31	27,416.20	28,115.48	28,832.59	29,567.99	30,322.16	31,095.55	31,888.68	32,702.03	33,536.13

53

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
37													
Hourly	12,527.4	12,846.9	13,174.6	13,510.6	13,855.2	14,208.6	14,571.0	14,942.7	15,323.8	15,714.7	16,115.5	16,526.5	16,948.0
Biweekly	1,002.19	1,027.75	1,053.97	1,080.86	1,108.42	1,136.69	1,165.68	1,195.41	1,225.90	1,257.17	1,289.24	1,322.12	1,355.84
Annual	26,057.00	26,721.61	27,403.17	28,102.12	28,818.89	29,553.94	30,307.75	31,080.78	31,873.52	32,686.49	33,520.19	34,375.16	35,251.93
38													
Hourly	12,840.4	13,167.9	13,503.8	13,848.2	14,201.4	14,563.6	14,935.1	15,316.0	15,706.7	16,107.3	16,518.1	16,939.4	17,371.5
Biweekly	1,027.23	1,053.43	1,080.30	1,107.85	1,136.11	1,165.09	1,194.81	1,225.28	1,256.53	1,288.58	1,321.45	1,355.15	1,388.72
Annual	26,708.00	27,389.22	28,087.81	28,804.21	29,538.89	30,292.31	31,064.95	31,857.29	32,669.84	33,503.12	34,357.65	35,233.98	36,132.66
39													
Hourly	13,161.5	13,497.2	13,841.5	14,194.5	14,556.6	14,927.9	15,308.6	15,698.1	16,096.5	16,510.1	16,931.2	17,363.1	17,805.9
Biweekly	1,052.92	1,079.78	1,107.32	1,135.56	1,164.53	1,194.23	1,224.69	1,255.93	1,287.96	1,320.81	1,354.50	1,389.05	1,424.48
Annual	27,376.00	28,074.25	28,790.31	29,524.64	30,277.70	31,049.96	31,841.92	32,654.08	33,486.95	34,341.07	35,216.97	36,115.22	37,036.37
40													
Hourly	13,490.4	13,834.5	14,187.3	14,549.2	14,920.3	15,300.8	15,691.1	16,091.3	16,501.7	16,922.6	17,354.3	17,796.9	18,250.8
Biweekly	1,079.23	1,106.76	1,134.99	1,163.94	1,193.62	1,224.07	1,255.29	1,287.31	1,320.14	1,353.81	1,388.34	1,423.75	1,460.07
Annual	28,060.00	28,775.70	29,509.65	30,262.32	31,034.20	31,825.75	32,637.50	33,469.95	34,323.64	35,199.10	36,096.88	37,017.57	37,961.74
41													
Hourly	13,827.9	14,180.6	14,542.3	14,913.2	15,293.6	15,683.6	16,083.7	16,493.9	16,914.6	17,346.0	17,788.4	18,242.1	18,707.4
Biweekly	1,106.23	1,134.45	1,163.38	1,193.06	1,223.48	1,254.89	1,286.69	1,319.51	1,353.17	1,387.68	1,423.08	1,459.37	1,496.59
Annual	28,762.00	29,495.60	30,247.92	31,019.42	31,810.60	32,621.96	33,454.02	34,307.30	35,182.34	36,079.70	36,999.95	37,943.67	38,911.46
42													
Hourly	14,173.6	14,535.1	14,905.8	15,286.0	15,675.9	16,075.7	16,485.7	16,906.2	17,337.4	17,779.6	18,233.1	18,698.2	19,175.1
Biweekly	1,133.88	1,162.81	1,192.46	1,222.88	1,254.07	1,286.06	1,318.86	1,352.50	1,386.99	1,422.37	1,458.65	1,495.85	1,534.01
Annual	29,481.00	30,232.94	31,004.06	31,794.85	32,605.81	33,437.46	34,290.31	35,164.92	36,061.84	36,981.63	37,924.88	38,892.20	39,884.18
43													
Hourly	14,527.9	14,898.4	15,278.4	15,668.1	16,067.8	16,477.6	16,897.9	17,328.9	17,770.8	18,224.1	18,688.9	19,165.6	19,654.4
Biweekly	1,162.23	1,191.87	1,222.27	1,253.45	1,285.42	1,318.21	1,351.83	1,386.31	1,421.67	1,457.93	1,495.11	1,533.25	1,572.36
Annual	30,218.00	30,988.74	31,779.14	32,589.70	33,420.93	34,273.36	35,147.54	36,044.01	36,963.35	37,906.14	38,872.97	39,864.47	40,881.25
44													
Hourly	14,890.9	15,270.7	15,660.2	16,059.6	16,469.2	16,889.3	17,320.1	17,761.8	18,214.8	18,679.4	19,155.9	19,644.5	20,145.5
Biweekly	1,191.27	1,221.65	1,252.81	1,284.77	1,317.54	1,351.14	1,385.60	1,420.95	1,457.19	1,494.35	1,532.47	1,571.56	1,611.64
Annual	30,973.00	31,763.00	32,573.14	33,403.95	34,255.96	35,129.69	36,025.71	36,944.58	37,886.89	38,853.23	39,844.22	40,860.49	41,902.67
45													
Hourly	15,263.0	15,652.3	16,051.5	16,460.9	16,880.8	17,311.3	17,752.9	18,206.7	18,670.0	19,146.2	19,634.6	20,135.4	20,648.9
Biweekly	1,221.04	1,252.18	1,284.12	1,316.87	1,350.46	1,384.91	1,420.23	1,456.45	1,493.60	1,531.70	1,570.77	1,610.83	1,651.92
Annual	31,747.00	32,556.74	33,387.13	34,238.70	35,112.00	36,007.56	36,925.97	37,867.80	38,833.66	39,824.15	40,839.91	41,881.57	42,949.80
46													
Hourly	15,644.7	16,043.7	16,453.0	16,872.6	17,303.0	17,744.3	18,196.9	18,661.0	19,137.0	19,625.1	20,125.6	20,639.0	21,165.4
Biweekly	1,251.58	1,283.50	1,316.24	1,349.81	1,384.24	1,419.54	1,455.75	1,492.88	1,530.96	1,570.01	1,610.05	1,651.12	1,693.23
Annual	32,541.00	33,370.99	34,222.15	35,095.02	35,990.16	36,908.12	37,849.50	38,814.89	39,804.90	40,820.16	41,861.32	42,929.04	44,023.99
47													
Hourly	16,036.1	16,445.1	16,864.5	17,294.7	17,735.8	18,188.2	18,652.1	19,127.8	19,615.7	20,116.0	20,629.1	21,155.2	21,694.8
Biweekly	1,282.88	1,315.61	1,349.16	1,383.57	1,418.86	1,455.05	1,492.16	1,530.22	1,569.25	1,609.28	1,650.33	1,692.42	1,735.59
Annual	33,355.00	34,205.75	35,078.20	35,972.91	36,890.43	37,831.36	38,796.29	39,785.83	40,800.50	41,841.26	42,908.47	44,002.89	45,125.23
48													
Hourly	16,437.0	16,856.3	17,286.2	17,727.1	18,179.2	18,642.9	19,118.4	19,606.1	20,106.1	20,619.0	21,144.9	21,684.2	22,237.3
Biweekly	1,314.96	1,348.50	1,382.90	1,418.17	1,454.34	1,491.43	1,529.47	1,568.49	1,608.49	1,649.52	1,691.59	1,734.74	1,778.98
Annual	34,189.00	35,061.02	35,955.29	36,872.37	37,812.83	38,777.29	39,766.34	40,780.62	41,820.77	42,887.45	43,981.34	45,103.13	46,253.53

54

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
49	Hourly	16,847.6	17,277.3	17,718.0	18,199.9	18,633.3	19,108.6	19,596.0	20,095.8	20,608.4	21,134.0	21,673.0	22,258.8	22,792.7
	Biweekly	1,347.81	1,382.18	1,417.44	1,453.59	1,490.67	1,528.69	1,567.68	1,607.56	1,648.67	1,690.72	1,733.84	1,778.07	1,823.42
	Annual	35,043.00	35,936.81	37,793.39	38,757.35	39,745.90	40,759.66	41,799.27	42,865.40	43,958.73	45,079.94	46,229.74	47,408.89	48,594.01
50	Hourly	17,268.8	17,709.2	18,160.9	18,624.1	19,099.1	19,586.3	20,085.8	20,598.2	21,123.5	21,662.3	22,214.8	22,781.4	23,362.5
	Biweekly	1,381.50	1,416.74	1,452.87	1,489.93	1,527.93	1,566.90	1,606.87	1,647.85	1,689.88	1,732.98	1,777.19	1,822.52	1,869.00
	Annual	35,919.00	36,835.15	37,774.67	38,738.15	39,726.20	40,739.46	41,778.56	42,844.16	43,936.95	45,057.60	46,206.84	47,385.39	48,594.01
51	Hourly	17,700.5	18,151.9	18,614.9	19,089.7	19,576.6	20,075.9	20,588.0	21,113.1	21,651.6	22,203.9	22,770.2	23,351.0	23,946.6
	Biweekly	1,416.04	1,452.16	1,489.19	1,527.18	1,566.13	1,606.08	1,647.04	1,689.05	1,732.13	1,776.31	1,821.62	1,868.08	1,915.73
	Annual	36,817.00	37,756.05	38,719.06	39,706.63	40,719.39	41,757.97	42,823.05	43,915.30	45,035.40	46,184.07	47,362.05	48,570.06	49,808.89
52	Hourly	18,143.3	18,606.0	19,080.6	19,567.3	20,066.3	20,578.2	21,103.0	21,641.3	22,193.3	22,759.3	23,339.8	23,935.1	24,545.6
	Biweekly	1,451.46	1,488.48	1,526.45	1,565.38	1,605.31	1,646.25	1,688.24	1,731.30	1,775.46	1,820.75	1,867.19	1,914.81	1,963.65
	Annual	37,738.00	38,700.55	39,687.64	40,699.91	41,738.01	42,802.58	43,894.30	45,013.87	46,161.99	47,339.40	48,546.84	49,785.07	51,054.89
53	Hourly	18,596.6	19,071.0	19,557.4	20,058.2	20,567.8	21,092.4	21,630.4	22,174.7	22,747.8	23,328.0	23,923.0	24,532.2	25,159.0
	Biweekly	1,487.73	1,525.68	1,564.59	1,604.50	1,645.42	1,687.39	1,730.43	1,774.56	1,819.83	1,866.24	1,913.84	1,962.66	2,012.72
	Annual	38,681.00	39,667.60	40,679.36	41,716.93	42,780.96	43,872.13	44,991.13	46,138.68	47,315.49	48,522.32	49,759.93	51,029.11	52,330.65
54	Hourly	19,081.5	19,547.7	20,046.3	20,557.6	21,081.9	21,619.7	22,171.1	22,738.6	23,316.5	23,912.2	24,521.1	25,146.5	25,787.9
	Biweekly	1,524.92	1,563.82	1,603.70	1,644.61	1,686.56	1,729.57	1,773.69	1,818.93	1,865.32	1,912.90	1,961.69	2,011.72	2,063.03
	Annual	39,648.00	40,659.26	41,696.32	42,759.82	43,850.46	44,968.91	46,115.88	47,292.11	48,498.35	49,735.35	51,003.89	52,304.80	53,638.89
55	Hourly	19,538.0	20,036.3	20,547.4	21,071.4	21,609.9	22,160.0	22,725.3	23,304.9	23,899.3	24,509.9	25,134.0	25,775.1	26,432.5
	Biweekly	1,583.04	1,602.91	1,643.79	1,685.72	1,728.71	1,772.80	1,818.02	1,864.39	1,911.94	1,960.71	2,010.72	2,062.01	2,114.60
	Annual	40,639.00	41,675.54	42,738.51	43,828.60	44,946.50	46,092.90	47,268.55	48,474.18	49,710.56	50,978.48	52,278.73	53,612.16	54,979.59
56	Hourly	20,026.4	20,537.2	21,061.1	21,598.2	22,149.1	22,714.1	23,293.4	23,887.5	24,498.8	25,121.6	25,762.4	26,419.5	27,093.3
	Biweekly	1,602.12	1,642.98	1,684.88	1,727.86	1,771.93	1,817.13	1,863.47	1,911.00	1,959.74	2,009.73	2,060.99	2,113.56	2,167.47
	Annual	41,655.00	42,717.45	43,807.00	44,924.35	46,070.19	47,245.25	48,450.29	49,686.05	50,953.35	52,252.97	53,585.74	54,952.49	56,354.11
57	Hourly	20,527.4	21,051.0	21,587.9	22,138.5	22,703.2	23,282.3	23,876.1	24,485.1	25,109.6	25,750.0	26,408.8	27,080.4	27,771.1
	Biweekly	1,642.19	1,684.08	1,727.03	1,771.08	1,816.26	1,862.56	1,910.09	1,958.81	2,008.77	2,060.00	2,112.55	2,166.43	2,221.68
	Annual	42,697.00	43,786.03	44,902.84	46,048.13	47,222.63	48,427.09	49,662.27	50,928.96	52,227.95	53,560.08	54,926.18	56,327.13	57,763.81
58	Hourly	21,040.4	21,577.0	22,127.4	22,691.8	23,270.5	23,864.1	24,472.8	25,097.0	25,737.1	26,393.5	27,068.7	27,757.1	28,465.1
	Biweekly	1,683.23	1,728.16	1,770.19	1,815.34	1,861.64	1,909.13	1,957.82	2,007.76	2,058.97	2,111.48	2,165.34	2,220.57	2,277.21
	Annual	43,764.00	44,880.24	46,024.96	47,198.87	48,402.73	49,637.29	50,903.34	52,201.68	53,533.13	54,898.55	56,298.79	57,734.75	59,207.33
59	Hourly	21,566.3	22,116.4	22,680.5	23,259.0	23,852.3	24,460.6	25,084.5	25,724.3	26,380.5	27,053.3	27,743.3	28,451.0	29,176.6
	Biweekly	1,725.31	1,769.31	1,814.44	1,860.72	1,908.18	1,956.85	2,006.76	2,057.95	2,110.44	2,164.26	2,219.47	2,276.08	2,334.13
	Annual	44,858.00	46,002.15	47,175.48	48,378.74	49,612.88	50,878.11	52,175.80	53,506.60	54,871.34	56,270.89	57,706.13	59,177.98	60,687.38
60	Hourly	22,105.8	22,669.6	23,247.8	23,840.8	24,489.9	25,072.4	25,711.9	26,367.7	27,040.3	27,730.0	28,437.3	29,162.6	29,906.4
	Biweekly	1,768.46	1,813.57	1,859.82	1,907.26	1,956.91	2,005.80	2,056.96	2,109.42	2,163.22	2,218.40	2,274.98	2,333.01	2,392.51
	Annual	45,980.00	47,152.77	48,355.44	49,588.80	50,853.61	52,150.68	53,480.84	54,844.92	56,243.79	57,678.35	59,149.49	60,638.16	62,205.31

55

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
61 Hourly	22,658.2	23,236.1	23,828.8	24,436.5	25,059.8	25,699.0	26,354.5	27,026.7	27,716.0	28,422.9	29,147.9	29,891.3	30,653.7
Biweekly	1,812.65	1,858.89	1,906.30	1,954.92	2,004.78	2,055.92	2,108.36	2,162.13	2,217.28	2,273.83	2,331.83	2,391.31	2,452.30
Annual	47,129.00	48,331.07	49,563.80	50,827.98	52,124.40	53,453.88	54,817.28	56,215.45	57,649.28	59,119.68	60,627.59	62,173.95	63,759.76
62 Hourly	23,224.5	23,816.9	24,424.4	25,047.3	25,686.2	26,341.3	27,013.2	27,702.2	28,408.8	29,133.4	29,876.4	30,638.5	31,419.9
Biweekly	1,857.96	1,905.35	1,953.95	2,003.79	2,054.89	2,107.31	2,161.06	2,216.18	2,272.70	2,330.67	2,390.11	2,451.08	2,513.59
Annual	48,307.00	49,539.12	50,802.66	52,098.44	53,427.26	54,789.97	56,187.45	57,620.56	59,090.23	60,597.39	62,142.99	63,728.01	65,353.45
63 Hourly	23,805.3	24,412.5	25,035.1	25,673.7	26,328.5	27,000.0	27,688.7	28,394.9	29,119.2	29,861.9	30,623.5	31,404.8	32,205.6
Biweekly	1,904.42	1,953.00	2,002.81	2,052.89	2,103.28	2,154.00	2,205.10	2,256.61	2,308.53	2,360.95	2,413.88	2,467.27	2,521.13
Annual	49,515.00	50,777.93	52,073.07	53,401.25	54,763.30	56,160.09	57,592.51	59,061.47	60,567.89	62,112.73	63,696.98	65,321.63	66,987.73
64 Hourly	24,400.5	25,022.8	25,661.1	26,315.6	26,986.8	27,675.1	28,381.0	29,104.9	29,847.2	30,608.5	31,389.2	32,189.8	33,010.9
Biweekly	1,952.04	2,001.83	2,052.89	2,105.25	2,158.94	2,214.01	2,270.48	2,328.39	2,387.78	2,448.68	2,511.14	2,575.19	2,640.87
Annual	50,753.00	52,047.51	53,375.03	54,736.41	56,132.52	57,564.24	59,032.47	60,538.15	62,082.24	63,665.71	65,289.57	66,954.84	68,662.59
65 Hourly	25,010.6	25,648.5	26,302.7	26,973.6	27,661.6	28,367.1	29,090.6	29,832.6	30,593.5	31,373.8	32,174.1	32,994.7	33,836.2
Biweekly	2,000.85	2,051.88	2,104.21	2,157.89	2,212.92	2,269.37	2,327.25	2,386.61	2,447.48	2,509.91	2,573.92	2,639.57	2,706.90
Annual	52,022.00	53,348.87	54,709.59	56,105.01	57,536.03	59,003.54	60,508.48	62,051.81	63,634.51	65,257.57	66,922.03	68,628.94	70,379.39
66 Hourly	25,635.6	26,289.4	26,960.0	27,647.6	28,352.8	29,076.0	29,817.6	30,578.1	31,358.0	32,157.8	32,978.1	33,819.2	34,681.8
Biweekly	2,050.85	2,103.16	2,156.80	2,211.81	2,268.22	2,326.08	2,385.41	2,446.25	2,508.64	2,572.63	2,638.25	2,705.54	2,774.54
Annual	53,322.00	54,682.03	56,076.75	57,507.04	58,973.82	60,478.01	62,020.56	63,602.45	65,224.70	66,888.32	68,594.37	70,343.94	72,138.13
67 Hourly	26,276.4	26,946.6	27,634.0	28,338.8	29,061.6	29,802.8	30,563.0	31,342.5	32,141.9	32,961.8	33,802.5	34,667.7	35,548.8
Biweekly	2,102.12	2,155.73	2,210.72	2,267.10	2,324.93	2,384.23	2,445.04	2,507.40	2,571.36	2,636.94	2,704.20	2,773.17	2,843.90
Annual	54,655.00	56,049.03	57,478.62	58,944.67	60,448.11	61,989.90	63,571.01	65,192.46	66,855.25	68,560.45	70,309.17	72,102.47	73,941.52
68 Hourly	26,933.7	27,620.6	28,325.1	29,047.6	29,788.5	30,548.2	31,327.4	32,126.4	32,945.9	33,786.2	34,647.9	35,531.7	36,437.9
Biweekly	2,154.69	2,209.65	2,266.01	2,323.81	2,383.08	2,443.86	2,506.19	2,570.12	2,635.67	2,702.89	2,771.83	2,842.53	2,915.03
Annual	56,022.00	57,450.90	58,916.24	60,418.96	61,960.00	63,540.36	65,161.02	66,823.01	68,527.40	70,275.26	72,067.70	73,905.86	75,790.90
69 Hourly	27,606.7	28,310.9	29,033.0	29,773.5	30,532.9	31,311.7	32,110.3	32,929.3	33,769.2	34,630.5	35,513.8	36,419.6	37,348.5
Biweekly	2,208.54	2,264.87	2,322.64	2,381.88	2,442.63	2,504.93	2,568.82	2,634.34	2,701.54	2,770.44	2,841.10	2,913.57	2,987.88
Annual	57,422.00	58,886.61	60,388.57	61,928.84	63,508.40	65,128.24	66,789.40	68,492.93	70,239.91	72,031.45	73,868.69	75,752.78	77,684.93
70 Hourly	28,297.1	29,018.9	29,759.0	30,518.1	31,296.4	32,094.7	32,913.3	33,752.8	34,613.7	35,496.5	36,401.9	37,330.4	38,282.5
Biweekly	2,263.77	2,321.51	2,380.72	2,441.44	2,503.72	2,567.58	2,633.06	2,700.22	2,769.09	2,839.72	2,912.15	2,986.43	3,062.60
Annual	58,858.00	60,359.23	61,898.75	63,477.54	65,096.60	66,756.96	68,459.66	70,205.79	71,996.46	73,832.80	75,715.98	77,647.19	79,627.66
71 Hourly	29,004.3	29,744.1	30,502.8	31,280.8	32,078.6	32,896.8	33,735.9	34,596.3	35,478.8	36,383.7	37,311.7	38,263.4	39,239.3
Biweekly	2,320.35	2,379.53	2,440.22	2,502.46	2,566.29	2,631.75	2,698.87	2,767.71	2,838.30	2,910.69	2,984.93	3,061.07	3,139.14
Annual	60,329.00	61,867.75	63,445.75	65,064.00	66,723.52	68,425.37	70,170.63	71,960.40	73,795.82	75,678.06	77,608.30	79,587.78	81,617.75
72 Hourly	29,729.8	30,488.1	31,265.7	32,063.2	32,881.0	33,719.7	34,579.7	35,461.7	36,366.2	37,293.7	38,245.0	39,220.4	40,220.8
Biweekly	2,378.38	2,439.05	2,501.26	2,565.06	2,630.48	2,697.57	2,766.38	2,836.94	2,909.29	2,983.50	3,059.60	3,137.63	3,217.66
Annual	61,838.00	63,415.24	65,032.71	66,691.43	68,392.47	70,136.88	71,925.79	73,760.33	75,641.67	77,570.98	79,549.51	81,578.50	83,659.24

56

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
73	Hourly Biweekly Annual	30,473.1 2,437.85 63,384.00	32,047.4 2,563.79 66,686.58	32,894.8 2,629.18 68,386.77	33,703.0 2,696.24 70,102.33	34,562.7 2,765.01 71,890.36	35,444.2 2,835.54 73,724.00	36,348.3 2,907.86 75,604.40	37,275.4 2,979.86 77,532.77	38,226.1 3,058.09 79,510.32	39,201.1 3,136.09 81,536.31	40,201.0 3,216.08 83,618.02	41,226.3 3,298.11 85,750.79
74	Hourly Biweekly Annual	31,234.6 2,486.77 64,968.00	32,031.3 2,562.50 66,625.07	32,848.3 2,627.86 68,324.41	33,686.1 2,694.89 70,067.10	34,545.3 2,763.62 71,854.23	35,426.4 2,834.11 73,686.94	36,330.0 2,906.40 75,566.40	37,256.6 2,980.53 77,493.80	38,206.9 3,056.55 79,470.35	39,181.4 3,134.51 81,487.32	40,180.8 3,214.46 83,575.99	41,205.6 3,296.45 85,707.68
75	Hourly Biweekly Annual	32,015.4 2,561.23 66,592.00	32,832.0 2,636.56 68,290.50	33,669.4 2,693.55 70,032.31	34,528.2 2,762.25 71,818.56	35,408.8 2,832.71 73,650.36	36,312.0 2,904.96 75,528.89	37,238.1 2,979.05 77,455.33	38,187.9 3,055.03 79,430.90	39,162.0 3,132.96 81,456.87	40,160.8 3,212.87 83,554.51	41,185.2 3,294.81 85,665.14	42,235.6 3,378.85 87,850.11
76	Hourly Biweekly Annual	32,815.9 2,625.27 68,257.00	33,652.9 2,692.23 69,997.96	34,511.2 2,760.90 71,783.33	35,391.5 2,831.32 73,614.24	36,294.2 2,903.53 75,491.84	37,219.9 2,977.59 77,417.34	38,169.2 3,053.54 79,381.94	39,142.7 3,131.42 81,416.91	40,141.1 3,211.29 83,483.53	41,165.0 3,293.20 85,623.12	42,214.9 3,377.19 87,807.02	43,291.6 3,463.33 90,046.63
77	Hourly Biweekly Annual	33,636.5 2,690.92 69,984.00	34,494.5 2,759.56 71,748.50	35,374.3 2,829.94 73,578.52	36,276.5 2,902.12 75,455.21	37,201.8 2,976.15 77,379.77	38,150.7 3,052.05 79,353.42	39,123.8 3,129.90 81,377.41	40,121.6 3,206.73 83,453.02	41,145.0 3,291.60 85,591.58	42,194.4 3,375.55 87,764.42	43,270.6 3,461.65 90,002.94	44,374.3 3,549.94 92,298.55
78	Hourly Biweekly Annual	34,477.4 2,758.19 71,713.00	35,358.6 2,828.54 73,542.11	36,258.6 2,900.69 75,417.88	37,183.4 2,974.67 77,341.49	38,131.8 3,050.54 79,314.16	39,104.4 3,128.35 81,337.14	40,101.8 3,208.14 83,411.73	41,124.6 3,289.97 85,539.23	42,173.6 3,373.88 87,720.99	43,249.2 3,459.94 89,958.40	44,352.3 3,548.19 92,252.88	45,483.6 3,638.69 94,605.89
79	Hourly Biweekly Annual	35,339.4 2,827.15 73,506.00	36,240.8 2,899.26 75,380.84	37,165.1 2,973.21 77,303.51	38,113.1 3,049.05 79,275.21	39,085.2 3,126.82 81,297.20	40,082.1 3,206.57 83,370.77	41,104.4 3,288.35 85,497.23	42,152.8 3,372.23 87,677.92	43,228.0 3,458.24 89,914.23	44,330.6 3,546.45 92,207.58	45,461.3 3,636.90 94,559.43	46,620.8 3,729.66 96,971.26
80	Hourly Biweekly Annual	36,222.6 2,897.81 75,343.00	37,146.5 2,971.72 77,264.70	38,093.9 3,047.52 79,235.41	39,065.6 3,125.25 81,256.39	40,062.0 3,204.96 83,328.92	41,083.8 3,286.70 85,454.30	42,131.7 3,370.53 87,633.90	43,206.3 3,456.50 89,868.09	44,308.3 3,544.67 92,181.29	45,438.4 3,635.08 94,511.96	46,597.4 3,727.79 96,922.58	47,785.9 3,822.87 99,394.69
81	Hourly Biweekly Annual	37,128.4 2,970.27 77,227.00	38,075.4 3,046.03 79,196.75	39,046.5 3,123.72 81,216.74	40,042.4 3,203.39 83,288.26	41,053.8 3,285.10 85,412.61	42,111.1 3,368.89 87,591.14	43,185.2 3,454.82 89,825.24	44,286.7 3,542.94 92,116.33	45,416.3 3,633.30 94,465.84	46,574.7 3,725.97 96,875.29	47,762.6 3,821.01 99,346.19	48,980.8 3,918.47 101,880.12
82	Hourly Biweekly Annual	38,056.3 3,044.50 79,157.00	39,026.9 3,122.15 81,175.98	40,022.3 3,201.79 83,246.45	41,043.1 3,283.45 85,369.74	42,090.0 3,367.20 87,547.18	43,163.5 3,453.08 89,780.16	44,264.5 3,541.16 92,070.09	45,393.5 3,631.48 94,418.43	46,551.3 3,724.10 96,826.66	47,738.6 3,819.09 99,296.33	48,956.2 3,916.50 101,828.98	50,204.9 4,016.39 104,426.23
83	Hourly Biweekly Annual	39,007.7 3,120.62 81,136.00	40,002.6 3,200.21 83,205.45	41,022.9 3,281.83 85,327.69	42,069.3 3,365.54 87,504.06	43,142.3 3,451.36 89,735.94	44,242.7 3,539.41 92,024.74	45,371.1 3,629.69 94,371.93	46,528.4 3,722.27 96,778.98	47,715.1 3,817.21 99,247.42	48,932.1 3,914.57 101,778.83	50,180.2 4,014.42 104,374.80	51,460.1 4,116.81 107,036.98
84	Hourly Biweekly Annual	39,983.2 3,198.65 83,165.00	41,003.0 3,280.24 85,286.21	42,048.8 3,363.90 87,461.52	43,121.3 3,449.70 89,692.31	44,221.2 3,537.69 91,880.00	45,349.1 3,627.92 94,326.04	46,505.7 3,720.46 96,731.92	47,691.9 3,815.35 99,199.17	48,908.3 3,912.67 101,729.34	50,155.8 4,012.46 104,324.05	51,435.1 4,114.81 106,984.94	52,747.0 4,219.76 109,713.70

57

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
85	Hourly	40,982.7	42,028.0	43,100.0	44,198.3	45,326.6	46,482.7	47,668.3	48,884.1	50,131.0	51,409.6	52,720.9	54,065.6
	Biweekly	3,278.62	3,362.24	3,448.00	3,535.94	3,626.13	3,718.62	3,813.46	3,910.73	4,010.48	4,112.77	4,217.67	4,325.25
	Annual	85,244.00	87,418.23	89,647.92	91,934.48	94,278.36	96,684.05	99,150.08	101,679.00	104,272.42	106,932.00	109,659.40	112,456.38
86	Hourly	42,007.2	43,078.6	44,177.4	45,304.2	46,459.7	47,644.7	48,860.0	50,106.2	51,384.2	52,694.8	54,038.8	55,417.1
	Biweekly	3,360.58	3,446.29	3,534.19	3,624.34	3,716.78	3,811.58	3,908.80	4,008.49	4,110.74	4,215.58	4,323.11	4,433.37
	Annual	87,375.00	89,603.59	91,889.02	94,232.74	96,636.24	99,101.04	101,628.71	104,220.85	106,879.11	109,605.17	112,400.76	115,267.65
87	Hourly	43,057.2	44,155.4	45,281.7	46,436.6	47,621.0	48,835.6	50,081.2	51,358.6	52,668.6	54,011.9	55,389.6	56,802.3
	Biweekly	3,444.58	3,532.43	3,622.53	3,714.93	3,809.68	3,906.85	4,006.50	4,108.69	4,213.49	4,320.95	4,431.17	4,544.19
	Annual	89,559.00	91,843.29	94,185.85	96,588.15	99,051.73	101,578.14	104,168.99	106,825.93	109,550.63	112,344.83	115,210.30	118,148.85
88	Hourly	44,133.7	45,259.3	46,413.7	47,597.5	48,811.6	50,056.5	51,333.3	52,642.6	53,985.3	55,362.3	56,774.3	58,222.4
	Biweekly	3,530.69	3,620.75	3,713.10	3,807.80	3,904.92	4,004.52	4,106.66	4,211.41	4,318.82	4,428.98	4,541.95	4,657.79
	Annual	91,798.00	94,139.40	96,540.52	99,002.88	101,528.05	104,117.62	106,773.25	109,486.61	112,258.43	115,153.48	118,090.59	121,102.60
89	Hourly	45,237.0	46,390.8	47,574.1	48,787.5	50,031.9	51,308.0	52,616.7	53,958.7	55,335.0	56,746.3	58,193.7	59,678.0
	Biweekly	3,618.96	3,711.27	3,805.93	3,903.00	4,002.55	4,104.64	4,209.33	4,316.70	4,426.80	4,539.71	4,655.50	4,774.24
	Annual	94,093.00	96,492.94	98,954.08	101,478.01	104,066.31	106,720.62	109,442.64	112,234.08	115,096.72	118,032.38	121,042.91	124,130.24
90	Hourly	46,388.3	47,590.9	48,763.8	50,007.5	51,283.0	52,591.1	53,932.4	55,308.0	56,718.7	58,165.4	59,649.0	61,170.4
	Biweekly	3,709.46	3,804.08	3,901.10	4,000.60	4,102.64	4,207.28	4,314.60	4,424.64	4,537.50	4,653.23	4,771.92	4,893.63
	Annual	96,446.00	98,905.95	101,428.65	104,015.69	106,668.71	109,389.40	112,179.49	115,040.74	117,974.97	120,984.04	124,069.86	127,234.38
91	Hourly	47,527.4	48,739.6	49,982.8	51,257.7	52,565.0	53,905.8	55,280.7	56,690.7	58,136.6	59,619.4	61,140.1	62,699.5
	Biweekly	3,802.19	3,899.17	3,998.62	4,100.61	4,205.20	4,312.46	4,422.45	4,535.25	4,650.93	4,769.56	4,891.21	5,015.96
	Annual	98,857.00	101,378.45	103,964.21	106,615.92	109,335.26	112,123.97	114,983.80	117,916.58	120,924.16	124,008.45	127,171.41	130,415.04
92	Hourly	48,715.4	49,957.9	51,232.1	52,538.9	53,878.9	55,253.2	56,662.5	58,107.7	59,589.8	61,109.7	62,668.3	64,266.8
	Biweekly	3,897.23	3,996.63	4,098.57	4,203.11	4,310.31	4,420.25	4,533.00	4,648.61	4,767.18	4,888.77	5,013.47	5,141.34
	Annual	101,328.00	103,912.47	106,562.86	109,280.86	112,068.17	114,926.58	117,857.90	120,863.99	123,946.74	127,108.13	130,350.15	133,674.86
93	Hourly	49,933.2	51,206.8	52,512.8	53,852.2	55,225.8	56,634.4	58,078.9	59,560.3	61,078.4	62,637.3	64,234.9	65,873.3
	Biweekly	3,994.65	4,096.54	4,201.03	4,308.18	4,418.06	4,530.75	4,646.31	4,764.82	4,886.35	5,010.98	5,138.79	5,269.86
	Annual	103,861.00	106,510.08	109,226.72	112,012.66	114,869.66	117,799.52	120,804.12	123,885.35	127,045.17	130,285.58	133,608.64	137,016.47
94	Hourly	51,181.7	52,487.2	53,825.9	55,198.8	56,606.7	58,050.5	59,531.1	61,049.5	62,606.7	64,203.5	65,841.1	67,520.4
	Biweekly	4,094.54	4,198.97	4,306.07	4,415.90	4,528.54	4,644.04	4,762.49	4,883.96	5,008.53	5,136.28	5,267.29	5,401.63
	Annual	106,458.00	109,173.32	111,957.89	114,813.49	117,741.92	120,745.05	123,824.77	126,983.05	130,221.88	133,543.32	136,949.47	140,442.50
95	Hourly	52,481.1	53,799.1	55,171.3	56,578.5	58,021.6	59,501.5	61,019.2	62,575.5	64,171.6	65,808.3	67,486.8	69,208.2
	Biweekly	4,196.88	4,303.93	4,413.71	4,526.28	4,641.73	4,760.12	4,881.53	5,006.04	5,133.73	5,264.67	5,398.95	5,536.65
	Annual	109,119.00	111,902.19	114,756.37	117,683.34	120,684.97	123,763.16	126,919.87	130,157.09	133,476.87	136,881.33	140,372.63	143,952.97
96	Hourly	53,772.6	55,144.1	56,550.6	57,993.0	59,472.2	60,989.1	62,544.7	64,139.9	65,775.9	67,453.6	69,174.0	70,938.4
	Biweekly	4,301.81	4,411.53	4,524.05	4,639.44	4,757.77	4,879.13	5,003.57	5,131.19	5,262.07	5,396.28	5,533.92	5,675.07
	Annual	111,847.00	114,899.77	117,825.30	120,625.45	123,702.13	126,857.27	130,092.89	133,411.04	136,813.83	140,303.40	143,881.98	147,551.83

58

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
97	Hourly	55,117.3	56,523.1	57,964.8	59,443.3	60,959.4	62,514.2	64,108.7	65,743.9	67,420.8	69,140.4	70,903.9	72,712.4	74,567.0
	Biweekly	4,409.38	4,521.85	4,637.18	4,755.46	4,876.75	5,001.14	5,128.70	5,259.51	5,393.86	5,531.23	5,672.31	5,816.99	5,965.36
	Annual	114,644.00	117,568.11	120,566.80	123,641.98	126,795.59	130,028.64	133,346.18	136,747.30	140,235.18	143,812.02	147,480.09	151,241.71	155,099.29
98	Hourly	56,495.2	57,936.2	59,413.9	60,929.3	62,483.4	64,077.1	65,711.4	67,387.4	69,106.2	70,868.8	72,676.4	74,530.1	76,431.1
	Biweekly	4,519.62	4,634.89	4,753.11	4,874.34	4,998.67	5,126.16	5,256.91	5,390.99	5,528.50	5,669.51	5,814.11	5,962.41	6,114.49
	Annual	117,510.00	120,507.21	123,580.87	126,732.92	129,985.37	133,280.27	136,679.71	140,165.87	143,740.94	147,407.19	151,166.96	155,022.63	158,976.63
99	Hourly	57,907.2	59,384.2	60,898.8	62,452.1	64,045.0	65,678.6	67,353.8	69,071.7	70,833.4	72,640.1	74,492.9	76,392.9	78,341.4
	Biweekly	4,632.58	4,750.74	4,871.91	4,996.17	5,123.60	5,254.29	5,388.30	5,525.74	5,666.67	5,811.21	5,959.43	6,111.43	6,267.31
	Annual	120,447.00	123,519.12	126,669.60	129,900.43	133,213.68	136,611.42	140,095.83	143,669.12	147,333.54	151,091.43	154,945.17	158,897.20	162,950.03
100	Hourly	59,355.3	60,899.2	62,421.7	64,013.9	65,646.6	67,321.0	69,038.1	70,799.0	72,604.8	74,456.6	76,355.7	78,303.2	80,300.4
	Biweekly	4,748.42	4,869.54	4,993.74	5,121.11	5,251.73	5,385.68	5,523.05	5,663.92	5,806.38	5,956.53	6,108.46	6,264.26	6,424.03
	Annual	123,459.00	126,607.95	129,837.21	133,148.84	136,544.93	140,027.64	143,599.19	147,261.83	151,017.89	154,869.75	158,819.86	162,870.72	167,024.90
101	Hourly	60,838.9	62,390.7	63,982.0	65,614.0	67,287.5	69,003.7	70,768.8	72,588.7	74,419.6	76,317.7	78,264.3	80,260.5	82,307.8
	Biweekly	4,867.12	4,991.26	5,118.56	5,249.12	5,383.00	5,520.30	5,661.10	5,805.49	5,953.57	6,105.42	6,261.14	6,420.84	6,584.61
	Annual	126,545.00	129,772.66	133,082.64	136,477.04	139,958.03	143,527.80	147,188.62	150,942.81	154,792.76	158,740.90	162,789.75	166,941.86	171,199.88
102	Hourly	62,350.1	63,950.7	65,581.8	67,254.5	68,969.9	70,729.0	72,533.1	74,383.1	76,280.3	78,225.9	80,221.1	82,267.3	84,365.6
	Biweekly	4,988.81	5,116.05	5,246.54	5,380.36	5,517.59	5,658.32	5,802.64	5,950.65	6,102.42	6,258.07	6,417.69	6,581.38	6,749.25
	Annual	129,709.00	133,017.36	136,410.10	139,889.37	143,457.39	147,116.42	150,868.77	154,716.83	158,663.03	162,709.89	166,859.97	171,115.90	175,480.39
103	Hourly	63,918.8	65,549.1	67,221.0	68,935.5	70,693.8	72,496.9	74,346.0	76,242.3	78,188.9	80,181.1	82,226.2	84,323.5	86,474.2
	Biweekly	5,113.50	5,243.92	5,377.68	5,514.84	5,655.50	5,799.75	5,947.68	6,099.38	6,254.95	6,414.49	6,578.10	6,745.88	6,917.94
	Annual	132,951.00	136,342.05	139,819.59	143,385.83	147,043.03	150,793.51	154,639.64	158,583.88	162,628.72	166,776.73	171,030.54	175,392.84	179,866.41
104	Hourly	65,516.8	67,187.9	68,901.6	70,659.0	72,461.2	74,309.4	76,204.8	78,148.4	80,141.7	82,185.8	84,282.0	86,431.7	88,636.2
	Biweekly	5,241.35	5,375.03	5,512.13	5,652.72	5,796.90	5,944.75	6,096.38	6,251.87	6,411.34	6,574.86	6,742.56	6,914.54	7,080.90
	Annual	136,275.00	139,750.83	143,315.31	146,970.72	150,719.35	154,563.60	158,505.90	162,548.75	166,694.72	170,946.43	175,306.59	179,777.96	184,363.38
105	Hourly	67,154.8	68,877.7	70,624.2	72,425.5	74,272.8	76,167.2	78,109.9	80,102.2	82,145.3	84,240.5	86,389.1	88,592.6	90,852.2
	Biweekly	5,372.38	5,509.41	5,649.94	5,794.04	5,941.83	6,093.38	6,248.80	6,408.18	6,571.62	6,739.24	6,911.13	7,087.41	7,268.18
	Annual	139,682.00	143,244.73	146,896.33	150,645.12	154,487.47	158,427.83	162,468.69	166,612.62	170,862.24	175,220.25	179,689.42	184,272.58	188,972.63
106	Hourly	68,833.7	70,589.3	72,389.8	74,236.1	76,129.6	78,071.4	80,062.7	82,104.7	84,198.9	86,346.5	88,548.8	90,807.4	93,123.5
	Biweekly	5,506.69	5,647.15	5,791.18	5,938.89	6,090.37	6,245.71	6,405.01	6,568.38	6,735.91	6,907.72	7,083.91	7,264.59	7,449.88
	Annual	143,174.00	146,825.80	150,570.73	154,411.19	158,349.60	162,398.47	166,530.35	170,777.87	175,133.73	179,600.69	184,181.59	188,879.32	193,696.88
107	Hourly	70,554.3	72,353.9	74,199.3	76,091.9	78,032.7	80,023.0	82,064.0	84,157.2	86,303.7	88,504.9	90,762.3	93,077.3	95,451.4
	Biweekly	5,644.35	5,788.31	5,935.95	6,087.35	6,242.61	6,401.84	6,565.12	6,732.57	6,904.29	7,080.40	7,260.99	7,446.19	7,636.11
	Annual	146,753.00	150,496.08	154,334.64	158,271.09	162,307.96	166,447.78	170,693.20	175,046.90	179,511.65	184,090.27	188,785.68	193,600.85	198,538.83
108	Hourly	72,318.3	74,162.8	76,054.4	77,994.3	79,936.6	82,023.6	84,115.7	86,261.2	88,461.4	90,717.7	93,031.5	95,404.4	97,837.8
	Biweekly	5,785.46	5,933.03	6,084.35	6,239.54	6,398.69	6,561.89	6,729.26	6,900.90	7,076.91	7,257.41	7,442.52	7,632.35	7,827.02
	Annual	150,422.00	154,258.66	158,193.19	162,228.06	166,395.85	170,608.18	174,960.73	179,423.28	183,998.65	188,692.75	193,505.55	198,441.10	203,502.54

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
109 Hourly	74,1284	76,0171	77,9560	79,9443	81,9834	84,0745	86,2189	88,4180	90,6732	92,9859	95,3576	97,7898	100,2840
Biweekly	5,930.12	6,081.37	6,236.48	6,395.55	6,558.67	6,725.96	6,897.51	7,073.44	7,253.85	7,438.87	7,628.61	7,823.18	8,022.72
Annual	154,183.00	158,115.59	162,148.49	166,284.25	170,525.49	174,874.92	179,335.28	183,909.40	188,600.19	193,410.63	198,343.76	203,402.72	208,590.71
110 Hourly	75,9793	77,9173	79,9046	81,9427	84,0327	86,1760	88,3740	90,6281	92,9397	95,3102	97,7412	100,2341	102,7907
Biweekly	6,078.35	6,233.38	6,392.37	6,555.41	6,722.62	6,894.08	7,069.92	7,250.25	7,435.17	7,624.81	7,819.29	8,018.73	8,223.26
Annual	158,037.00	162,067.89	166,201.60	170,440.73	174,787.99	179,246.14	183,817.99	188,506.45	193,314.50	198,245.18	203,301.62	208,487.03	213,804.70
111 Hourly	77,8788	79,8652	81,9023	83,9913	86,1335	88,3305	90,5834	92,8938	95,2632	97,6930	100,1847	102,7400	105,3605
Biweekly	6,230.31	6,389.22	6,552.18	6,719.30	6,890.68	7,066.44	7,248.67	7,437.51	7,621.06	7,815.44	8,014.78	8,219.20	8,428.84
Annual	161,988.00	166,119.67	170,356.71	174,701.83	179,157.78	183,727.38	188,413.53	193,219.20	198,147.45	203,201.40	208,384.25	213,699.30	219,149.92
112 Hourly	79,8250	81,8620	83,9500	86,0912	88,2870	90,5389	92,8482	95,2164	97,6450	100,1355	102,6895	105,3087	107,9947
Biweekly	6,386.08	6,548.96	6,716.00	6,887.30	7,062.96	7,243.11	7,427.85	7,617.31	7,811.60	8,010.84	8,215.16	8,424.70	8,639.58
Annual	166,038.00	170,272.97	174,615.95	179,069.70	183,637.05	188,320.90	193,124.21	198,050.04	203,101.50	208,281.81	213,594.25	219,042.18	224,629.07
113 Hourly	81,8216	83,9086	86,0487	88,2435	90,4942	92,8024	95,1694	97,5968	100,0861	102,6389	105,2568	107,9415	110,6946
Biweekly	6,545.73	6,712.89	6,883.90	7,059.48	7,239.54	7,424.19	7,613.55	7,807.74	8,006.89	8,211.11	8,420.54	8,635.32	8,856.57
Annual	170,189.00	174,529.84	178,981.40	183,546.50	188,228.04	193,028.98	197,952.38	203,001.35	208,179.10	213,488.92	218,934.17	224,518.30	230,244.87
114 Hourly	83,8673	86,0064	88,2001	90,4497	92,7568	95,1226	97,5488	100,0369	102,5884	105,2050	107,8884	110,6402	113,4622
Biweekly	6,709.38	6,880.51	7,058.01	7,235.98	7,420.54	7,609.81	7,803.90	8,002.95	8,207.07	8,416.40	8,631.07	8,851.22	9,076.98
Annual	174,444.00	178,893.37	183,455.22	188,135.46	192,934.04	197,855.02	202,901.51	208,076.71	213,383.92	218,826.49	224,407.87	230,131.62	236,001.36
115 Hourly	85,9639	88,1565	90,4051	92,7109	95,0756	97,5006	99,9875	102,5377	105,1531	107,8351	110,5855	113,4061	116,2987
Biweekly	6,877.12	7,052.52	7,232.40	7,416.87	7,606.05	7,800.05	7,999.00	8,203.02	8,412.25	8,626.81	8,846.84	9,072.49	9,303.89
Annual	178,805.00	183,365.60	188,042.52	192,838.74	197,757.28	202,801.28	207,973.93	213,278.51	218,718.39	224,297.02	230,017.94	235,884.78	241,901.26
116 Hourly	88,1130	90,3604	92,6651	95,0286	97,4524	99,9381	102,4871	105,1011	107,7818	110,5309	113,3501	116,2412	119,2061
Biweekly	7,049.04	7,228.83	7,413.21	7,602.29	7,796.20	7,995.04	8,198.97	8,408.09	8,622.55	8,842.47	9,068.01	9,299.30	9,536.49
Annual	183,275.00	187,949.61	192,743.45	197,669.57	202,701.07	207,871.17	213,173.13	218,610.32	224,186.20	229,904.29	235,768.23	241,781.74	247,948.62

APPENDIX "B"
CLASS SERIES LIST -- GENERAL EMPLOYEES

CLERICAL SUPPORT	PUBLIC SAFETY/COMMUNICATIONS	STRUCTURAL MAINTENANCE	BUILDING & CODE
Executive Assistant	Lead Public Safety Dispatcher	Building Maintenance Specialist	Senior Building Inspector
Building Permit Specialist	Public Safety Dispatcher	Custodian	Building Inspector
Executive Secretary			Senior Code Compliance Officer
Police Assistant II			Code Compliance Officer
Lead Records Specialist			Engineering Services Assistant
Office Specialist* Police Assistant I*			
*Positions equal in salary ranges.			
Police Records Assistant			
Receptionist			

TRANSIT	FINANCIAL SUPPORT	MECHANICAL	MAINTENANCE
Lead Bus Driver	Accountant II Accountant* Buyer* Payroll Coordinator * Equal salary ranges. No bumping between positions.	Lead Fleet Maintenance Mechanic	Senior Maintenance Worker* Motor Sweeper Operator* * Equal salary ranges. Motor Sweeper Operator cannot bump Sr. Maintenance Worker.
Bus Driver	Senior Utility Billing Rep.	Fleet Maintenance Mechanic	Work Release Crew Lead
	Financial Services Specialist		Maintenance Worker
	Utility Billing Representative		

APPENDIX "B"
CLASS SERIES LIST – GENERAL EMPLOYEES

TECHNICAL	PUBLIC WORKS	SEMI-PROFESSIONAL	RECREATION
Police Information Technology Technician*	Public Works Inspector	Development Project Coordinator*	Recreation Coordinator
Information Technology Coordinator*		Economic/Redevelopment Project Coordinator*	
* positions equal in salary ranges		* positions equal in salary ranges	
Information Technology/Media Technician			
Cable Services Specialist			

INVENTORY/WAREHOUSE			
Warehouse Services Specialist			

62

MEMORANDUM OF UNDERSTANDING

THE CITY OF BANNING

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47

UTILITY UNIT

through June 30, 2014

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 - CONTINUATION OF RULES & POLICIES	2
ARTICLE 3 - EMPLOYEE RIGHTS	2
ARTICLE 4 - MANAGEMENT RIGHTS	3
ARTICLE 5 - PROBATIONARY PERIOD	4
ARTICLE 6 - DUES DEDUCTION; AGENCY SHOP	4
ARTICLE 7 - UNION REPRESENTATIVES.....	6
ARTICLE 8 - BULLETIN BOARDS.....	6
ARTICLE 9 - MEMORANDUM OF UNDERSTANDING COPIES	7
ARTICLE 10 - MEETINGS	7
ARTICLE 11 - HOURS OF WORK.....	7
ARTICLE 12 - LIGHT DUTY	7
ARTICLE 13 - REST PERIOD.....	8
ARTICLE 14 - SALARIES, PERFORMANCE EVALUATIONS	9
ARTICLE 15 - OVERTIME, ON-CALL PAY.....	13
ARTICLE 16 - TEMPORARY UPGRADE PAY AND PROMOTION PAY.....	15
ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES	15
ARTICLE 18 - SAFETY, EQUIPMENT AND TRAINING	15
ARTICLE 19 - MILEAGE, MEALS AND OTHER REIMBURSEMENT	17
ARTICLE 20 - TUITION REIMBURSEMENT: EDUCATION INCENTIVE	17
ARTICLE 21 - SICK AND BEREAVEMENT LEAVE	19
ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS	20
ARTICLE 23 - MEDICAL AND DENTAL INSURANCE	22
ARTICLE 24 - RETIREMENT AND MEDICARE.....	24
ARTICLE 25 - MISCELLANEOUS BENEFITS	24
ARTICLE 26 - IBEW RETIREE MEDICAL FUND.....	25
ARTICLE 27 - LAYOFFS AND RE-EMPLOYMENT	25
ARTICLE 28 - GRIEVANCE PROCEDURE.....	27
ARTICLE 29 - SEVERABILITY CLAUSE	29
ARTICLE 30 - COMPLETE AGREEMENT	29
ARTICLE 31 - POSTING JOB VACANCIES	29
ARTICLE 32 - RE-OPENERS	29
ARTICLE 33 - RATIFICATION AND EXECUTION.....	30

64

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BANNING AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 47
REPRESENTING THE METER READING, ELECTRIC AND WATER UTILITY
EMPLOYEES UNIT FOR THE PERIOD THROUGH JUNE 30, 2014**

ARTICLE 1 – PREAMBLE

1.1 This Memorandum of Understanding (hereinafter the "MOU") is entered into between the City of Banning, a Municipal Corporation (hereinafter known as the "CITY"), and the authorized representatives of the International Brotherhood of Electrical Workers - Local 47 (hereinafter "IBEW"), as the recognized employee organization for the Meter Reading, Electric and Water Utility Employees Unit of representation (hereinafter the "Unit"), relative to wages, hours, and other terms and conditions of employment as provided by Sections 3500 - 3510 of the California Government Code, otherwise known as the Meyers-Milias-Brown Act.

1.2 Recognition. The City continues to recognize IBEW as the only Recognized Employee Organization representing full time, permanent employees presently in the Unit or hereafter employed by the City and eligible for inclusion in the Unit. It is understood that this MOU shall constitute a bar to any petition or request for recognition of any representational unit which includes classifications of employees covered by this MOU or such petitions to represent such employees at any time during the term hereof. This provision shall not preclude employees from exercising their rights as may be provided by the Meyers-Milias-Brown Act or the Employer-Employee Relations Resolution of the City.

1.3 Term. Except as otherwise provided herein, this MOU between the City and IBEW relative to wages, hours, and other terms and conditions of employment shall become effective upon approval by City Council and thereafter shall remain in full force until its term expires at close of business on June 30, 2014.

1.4 Represented Classifications. This MOU covers employees in the following classifications:

Apprentice Meter Test Technician
Assistant Water Superintendent
Auto Cad Technician
Electrical Service Planner
Electric Services Worker
Field Service Representative
Lead Field Service Representative
Meter Test Technician
Powerline Apprentice
Powerline Crew Supervisor
Powerline Technician
Public Benefits Coordinator
Senior Electric Distribution System Designer

Senior Electric Services Planner
Substation Test Technician
Utility Service Assistant
Wastewater Collection Systems Specialist
Wastewater Collection Systems Technician
Wastewater Collections Systems Supervisor
Water Crew Supervisor (Production and Distribution)
Water Services Worker
Water Meter Crew Lead
Water Valve Flushing Crew Lead
Water Construction Crew Lead

ARTICLE 2 - CONTINUATION OF RULES & POLICIES

2.1 Other Written Policies. It is understood and agreed that all such written ordinances, policies, resolutions, rules and regulations, including, but not limited to, the Personnel Rules and Regulations of the City, the Employer-Employee Relations Resolution (Resolution No. 2010-45); and the Administrative Manual of the City shall remain in effect during the course of this MOU, subject to amendment or deletions as otherwise provided herein.

2.2 Past Practice. For purposes of this MOU, "past practice" shall be defined as an unwritten policy, procedure or work rule of the City affecting wages, hours or conditions of employment, upon which the City and members of the Unit have come to rely through a course of conduct and which is not inconsistent with the express terms and conditions of this MOU. As of the effective date of this MOU, all past practices preexisting this MOU shall be deemed to be void and of no further force and effect.

2.3 Meet and Confer. The City and IBEW agree to meet and confer during the term of this MOU over the adoption, amendment or revision, including repeal, of City ordinances, resolutions, rules and regulations, including but not limited to, the City's Personnel Rules and Regulations, the Employer-Employee Relations Resolution (Resolution No. 2010-45) and the Administrative Policies of the City, to the extent that such documents contain mandatory subjects of bargaining pursuant to the Meyers-Milias-Brown Act. Should an impasse be reached following such meet and confer sessions, the provisions of the Employer- Employee Relations Resolution (Resolution No. 2010-45) will apply.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Non Discrimination. The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by

applicable law, nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or activities on behalf of the IBEW.

3.2 Employee Organization Membership. IBEW will accept into membership all eligible persons of the bargaining unit without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, citizenship status or any other basis protected by applicable.

3.3 Rights Granted By State and Federal Law. Except as otherwise provided in this MOU, the employees covered by this MOU shall have all rights which may be exercised in accordance with state and federal law, and applicable ordinances, resolutions, rules and regulations. However, employees covered by this MOU shall not have the right to file a grievance for violation of any such law, ordinance, resolution or rule, except as specifically set forth herein at Article 28.

3.4 Additional Employee Rights. Employees shall also have:

(a) The right to form, join, and participate in activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

(b) The right to refuse to join or participate in the activities of employee organizations.

(c) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal by other employees, employee organizations, management or supervisors, as a result of their exercise of rights indicated in (a) and (b) above.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 City Authority & Management Prerogative. IBEW recognizes and agrees that, except as limited by this MOU, the City and its representatives have the responsibility and the authority to manage and direct all operations and activities of the City including, but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards and the processes and the materials to be employed; the right to subcontract any work or operation; to expand or diminish services; to determine the procedures and standards of selection for employment and promotion; determine classifications; direct its employees; take disciplinary action; relieve its employees of duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted and to assign work to employees and to establish and change work schedules and assignments and to determine the days and hours when the employees shall work; take all necessary actions to carry out its mission in

emergencies; and exercise complete control and discretion over its organization and work performance technology.

4.1.1 When the decision to make the change is non-negotiable, but the effects of the decision are negotiable, the duty to provide notice and an opportunity to bargain arises at the time the decision is made and prior to taking action to implement the decision.

4.2 Subcontracting. The City shall notify IBEW's Business Representative and Steward of its intention to subcontract work performed by employees covered by this MOU no later than the date it notifies bidders for said contract work. IBEW may comment on the proposed subcontracting and may request a meeting under Article 10 to discuss it or if applicable may ask for a meet and confer on the effects.

4.3 Volunteers. The City agrees that volunteers shall not be used to fill positions or replace work previously performed by terminated or laid off Unit members except on a temporary basis during the recruitment process for a Unit classification for which the Unit member resigned or was terminated for reasons other than layoff.

ARTICLE 5 - PROBATIONARY PERIOD

5.1 All employees appointed to a position represented by IBEW shall serve a twelve (12) month probationary period. The probationary period shall be considered a part of the examination and selection process and shall not include any time served under any limited service or provisional appointment but shall date from the time of appointment to a regular position. After serving six (6) months in the probationary period, the employee shall be eligible for a six month merit increase based upon a satisfactory performance evaluation. This will be the employee's new anniversary date for future performance evaluations/merit increases. Employees will also receive a probationary review at the completion of their probationary period. Represented employees who have previously successfully completed a probationary period and who are subsequently promoted, shall serve a six (6) month probationary period in the new position.

ARTILE 6 - DUES DEDUCTION; AGENCY SHOP

6.1 Agency Shop. The City of Banning agrees to continue Agency Shop in accordance with Section 3502.5 of the California Government Code, which means the parties have an arrangement that requires an employee, as a condition of continued employment, either to join IBEW or to pay IBEW a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of IBEW.

6.2 Dues Deduction. The City shall deduct one (1) month's current and periodic dues from the wages and/or sick leave benefits of each employee.

6.3 Sufficient Earnings. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of IBEW dues deduction authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

6.4 Non Pay Status. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over IBEW dues.

6.5 Cancellation. An employee's authorization for payroll deduction of IBEW dues may be cancelled at any time by written notice from the employee to the City with a copy to the Union. An employee's deduction authorization shall automatically be cancelled if the employee leaves the employ of the City or is transferred to a position not within the Unit.

6.6 Funds Transmission. The aggregate amount of such IBEW dues deductions by the City shall be transmitted monthly to the Business Manager/Financial Secretary of IBEW. The City shall provide the Business Manager/Financial Secretary with a list each month indicating the dues deducted from the pay of any Unit employee and those employees for whom no deduction was made pursuant to the provisions of Sections 6.3, or 6.4.

6.7 Indemnification. IBEW shall indemnify, defend, and hold the City harmless against any liability arising from a claim, demand, or other action including any suit instituted against the City on account of deduction of employee organization dues or service fees. In addition, IBEW shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

6.8 Conscientious Objectors: 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 organizations shall not be required to join or financially support IBEW as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following list of three qualifying funds: (1) United Way, (2) Special Olympics, or (3) American Cancer Society. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to IBEW.

6.9 Financial Records Required by Statute. IBEW is required by Government Code Section 3502.5 to keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of IBEW, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof 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. An employee organization required to file financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering employees governed by Section 3502.5, or required to file financial reports under

Section 3546.5, may satisfy the financial reporting requirement of this Section 3502.5 by providing the City with a copy of the financial reports.

ARTICLE 7 -UNION REPRESENTATIVES

7.1 Meetings. Two (2) employees selected by IBEW may attend scheduled meetings with City management during regular hours without loss of pay, provided that such employees shall not leave their work station or assignment without first securing approval of their Department Head twenty-four (24) hours in advance. Such meetings shall be scheduled in a manner consistent with the City's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such meetings at hours other than such employee's regular working hours, in which event attendance shall be without pay.

7.2 Leave For IBEW Business. Upon not less than seven (7) calendar days' notice, City may grant a leave of absence for IBEW business to not more than three (3) employee(s) designated by IBEW. Such leave shall not be denied without legitimate reason. Such leave shall be without pay, but will not be considered a break in continuous service with the City. The total amount of all such leaves taken pursuant to this section shall not exceed ten (10) days in any calendar year, per employee.

7.3 Notification of Representatives. IBEW shall notify the Human Resources Department of the name(s) of Stewards as such individuals are appointed by IBEW from time to time.

ARTICLE 8 -BULLETIN BOARDS

8.1 Authorized Postings. The City will continue to provide adequate bulletin board space where currently available. Only areas designated by the Department Head may be used for posting notices. Bulletin boards may be used for the following notices:

- (a) scheduled IBEW meetings, agenda and minutes.
- (b) information on IBEW elections and the results.
- (c) IBEW special, recreational, credit union and related bulletins.
- (d) reports of IBEW official business including reports of committees or the executive board of IBEW.
- (e) MOU, pay scales, job announcements, promotion lists, etc.
- (f) such other items as may be approved by the Department Head or his/her designee upon request of IBEW.

8.2 Posted Notices. Posted notices shall not be defamatory or violate any of the City's policies, nor shall they advocate election or defeat of candidates for public office. All notices to be posted shall be dated and signed by an authorized representative of IBEW. IBEW may give notices to the represented employees through use of the City mail system and/or the City computer e-mail system.

ARTICLE 9 - MEMORANDUM OF UNDERSTANDING COPIES

9.1 After it has been executed by the parties, the City shall provide IBEW with seven (7) originals and one (1) copy of an electronic (PDF) version of this MOU. IBEW shall be responsible for providing copies of this MOU to represented employees at IBEW expense. City shall also provide a copy of the executed MOU to any represented employee hired or promoted into the represented unit after the effective date of the MOU. The City may charge for any additional copies.

ARTICLE 10 - MEETINGS

10.1 Items of Mutual Concern. Upon mutual agreement of both the City and IBEW, the parties may meet to discuss items of mutual concern. A meeting conducted under this section shall not constitute a meet and confer or hearing under any grievance procedure.

10.2 Use of City Facilities. IBEW may be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use facilities must be obtained by IBEW from the Department Head. IBEW shall be held fully responsible for any damages to and security of any facility that is used by IBEW.

10.3 Budget Oversight Committee. The City agrees to continue the Budget Oversight Committee, with IBEW entitled to appoint one (1) member. Said Committee shall have an equal number of members appointed by the City's recognized employee organizations and the City. Said Committee shall be advisory only to the City Manager. The City shall determine the necessity of such meetings.

ARTICLE 11 -HOURS OF WORK

11.1 4/10 Schedule. The parties agree that the City has the right to implement a four/ten (4/10) work schedule for some or all IBEW represented employees. The City retains the right to maintain current work schedules or implement nine-eighty (9/80) work schedules as appropriate in its sole discretion.

11.2 Notice of Changes. The City shall provide at least two weeks (14 calendar days) notice of a change in work schedules.

ARTICLE 12 -LIGHT DUTY

12.1 Accommodation. The parties agree that the City may assign employees who are unable to perform the full scope of their current job to temporary modified work consistent

with the employee's functional limitations as described by his/her doctor when and where such work is available as determined by the City and where it may be accommodated without adverse consequences to the City or disruption in services or operations. This Article does not create in any employee entitlement to assignment in a light duty position.

12.2 Eligibility. Temporary modified work will be considered on a case by case basis. Temporary modified work may involve modification of an employee's current job or assignment to work outside of an employee's current position. The Human Resources Department, in consultation with the Department Head, will determine eligibility for participation in the Temporary Modified Assignment Program and will coordinate temporary work positions/assignments.

12.3 Employee Cooperation. It shall be the duty of every employee to cooperate fully and promptly with the coordination of temporary/modified work assignments. Notification of changes in restrictions/limitation shall be promptly communicated to the Human Resources Department along with supportive documentation, acceptable to the City. In administering the Temporary Modified Assignment Program, the Human Resources Department may communicate directly with the employee's physician(s) regarding the employee's medical limitations, functional restrictions, job requirements in the employee's regular assignment, job requirements in any modified duty assignment under consideration and return to work status. Such communication will only be done with the employee's written authorization.

12.4 Retention of Benefits. Employees participating in the Temporary Modified Assignment Program shall retain all contractual benefits, except pay scale, not inconsistent with the objectives of the Temporary Modified Assignment Program. The City may change regular days off and work hours while the employee is in the Temporary Modified Assignment Program.

12.5 Right to Decline. However, employees retain the right to decline any initial or subsequent assignment provided by the Temporary Modified Assignment Program.

ARTICLE 13 - REST PERIOD

13.1 Rest Period. Represented employees who work 16 (sixteen) consecutive hours shall earn an eight (8)) hour rest period.

(a) A rest period of eight (8) consecutive hours or more shall be considered an interruption of consecutive hours worked.

(b) A rest period of less than eight (8) consecutive hours shall be counted as time worked but not paid.

(c) Represented employees shall be compensated at their regular rate of pay for all regularly scheduled work time that falls while that employee is on his/her earned rest period.

(d) Represented employees who are directed to return to work while on an earned rest period shall be compensated at the appropriate overtime rate for all time worked until the interrupted eight hour rest period is completed. Such overtime pay shall be in lieu of, and not in addition to, pay received under the provisions above.

(e) Time paid for meals not taken shall not count toward earning a rest period. A paid meal time taken shall count toward earning a rest period.

(f) When the rest period extends into a regularly scheduled work day, the employee may elect to use vacation time, compensatory time, floating holiday time or leave without pay for the rest of the day.

(g) For the purpose of rest period eligibility, Sundays and holidays shall be treated as a normal work day.

ARTICLE 14- SALARIES, PERFORMANCE EVALUATIONS

14.1 Wage Increases/Performance Evaluations - Assignment to Ranges — Commencing the first pay period after Council adoption of this MOU, employees will receive a 3.8% pay increase. The table included in this section shows that each member has been moved two ranges.

Thereafter, employees will stay at current salary until their performance evaluation review date. At that time, assuming a satisfactory evaluation, employee will move up to the nearest defined step at approximately 1.2% and then (if available) then one (1) full step more, which represents at least a 2.5% increase.

Ranges with defined steps are shown on the salary schedule provided herewith as Appendix "A". The salary table is calibrated in approximate 2.5% increments. Annual increase for satisfactory performance will be two (2) steps or approximately 5%. Unit members are evaluated using a employee performance evaluation form.

- (a) No employee shall be granted a step increase unless and until such employee has obtained a satisfactory overall evaluation on the City approved employee evaluation form consistent with the applicable administrative policies of the City.
- (b) A first denial of a step increase shall not be an allowable subject of the exercise of employee rights under the grievance procedure outlined herein. However, an employee may upon request have such first denial reviewed by the Employee Relations Officer. Employee shall have the right to request a hearing with the Employee Relations Officer and to have a representative of his/her choice present. The decision of the Employee Relations Officer shall be final at this stage.

- (c) An employee denied a step increase shall thereafter have monthly meetings to review his/her performance with his/her supervisor and shall have the City approved employee evaluation form completed no later than six months after the date of the performance evaluation which led to the denial of the step increase. If the employee's overall performance is rated satisfactory, then the employee shall be granted the appropriate step increase effective the first pay period following the six month re-evaluation period. Such step increase shall not be retroactive.
- (d) If the employee's performance continues to be unsatisfactory after the six month re-evaluation period, the employee shall be given a final denial of step increase for the remainder of the regular evaluation period. After this final denial the monthly meetings to review his/her performance with his/her supervisor shall continue until the employee's next annual review. Denial of a step increase under this subsection shall be subject to review by an Evaluation Review Committee. The Evaluation Review Committee shall be comprised of the Employee Relations Officer, a non-evaluating Department Head selected by the employee, and an IBEW business representative. The Evaluation Review Committee shall make any adjustment to the evaluation that it deems justified by majority vote and its decision shall be final with no other right of appeal or grievance on the matter.
- (e) An employee at the top of his or her range shall have his or her performance evaluated at least annually within thirty (30) days of her/her anniversary date.

<u>Classification</u>	<u>Salary Range</u>
Utility Service Assistant	48
Field Service Representative	51
Lead Field Service Representative	51
Electric Services Worker	52
Wastewater Collection Systems Technician	52
Water Services Worker	52
Wastewater Collection Systems Specialist	54
Public Benefits Coordinator	55
Water Meter Crew Lead	56
Water Valve Flushing Crew Lead	56
Water Construction Crew Lead	56
Wastewater Collection Systems Supervisor	60 (4 ranges above WCG Lead)
Water Crew Supervisor (Prod & Distrib)	60 (4 ranges above WCC Lead)
Apprentice Meter Test Technician (Ph 1-4)	67 (Equal to Pwrln Appren)
Apprentice Meter Test Technician(Ph 5,6 &Prob)	73 (Equal to Pwrln Appren)
Assistant Water Superintendent	67
Powerline Apprentice (Ph 1-4)	67
Auto Cad/GIS Technician	68
Powerline Apprentice (Ph 5, 6 and Prob Lineman)	73

Powerline Technician	75
Substation Test Technician	75
Meter Test Technician	75 (Equal to Pwrln Tech)
Electrical Services Planner	77 (5% above Pwrln Tech)
Powerline Crew Supervisor	79 (10% above Pwrln Tech)
Senior Electric Services Planner	79 (Equal to Crew Spvsr)
Senior Electric Distribution System Designer	N/A

14.2 Certificate Pay

- (a) All incumbents who have completed their one year probationary period in the classifications of Powerline Technician and Powerline Crew Supervisor shall be placed at maximum amount of the allocated range. Incumbents who have not completed their one year probationary period in such classifications shall be placed on the allocated range at a point which is 95% of the maximum amount of such range.
- (b) All incumbents in Electric Utility Apprenticeships shall be placed at a point on the allocated range which reflects the corresponding phase of completion under their Apprentice Agreement with future wage increases pursuant to the following ratios:
 - a. Phase 1 - 65% of Powerline Technician
 - b. Phase 2 - 70% of Powerline Technician
 - c. Phase 3 - 75% of Powerline Technician
 - d. Phase 4 - 80% of Powerline Technician
 - e. Phase 5 - 85% of Powerline Technician
 - f. Phase 6 - 90% of Powerline Technician.
 - g. Phase 7 - 95% of Powerline Technician = Probationary Powerline Technician).
- (c) All incumbents who have completed the Apprenticeship program shall be promoted to Technician at the next evaluation anniversary.
- (d) All incumbents in represented classifications for the Water Utility shall receive education incentive pay for non-expired certifications conferred by State of California water regulatory agencies in excess of the minimum job requirements. The following sets forth the incentive pay percentages # or water/wastewater classifications employed by the City. Under no circumstances shall the cumulative total for incentives exceed 12.5%. No incentives are paid for the classification minimum requirements.

Water Services Worker (Requires T-1 or O-1)

T-1	0% (Job Requirement)
D-1	0% (Job Requirement)
D-2	5%

75

T-2	2.5%
D-3 & T-2	2.5%
D-3, T-2 & Collections-1	2.5%
D-4, T-2 & Collections-1	2.5%

Water Crew Leads (Requires T-1 and D-2 and Collections-1)

T-1	0% (Job Requirement)
D-2	0% (Job Requirement) CWEA-1 within 12 months
T-2	5%
D-3	2.5%
Collections 1	2.5%
D-4	2.5%

Water Crew Supervisor (Requires T-2 and D-2)

T-2	0% (Job Requirement)
D-2	0% (Job Requirement)
D-3 and Collections-1	5%
D-4 and Collections-1	2.5%

Assistant Water Superintendent (Requires T-2 and D-4)

T-2	0% (Job Requirement)
D-4	0% (Job Requirement)
T-3, D-4 and Collections1	5%

Wastewater Collections Systems Technician (Requires CWEA-1)

CWEA-1	0% (Job Requirement)
CWEA-2	5%
CWEA-3	2.5%
CWEA-4	2.5%
D-1	2.5%
T-1	2.5%

Wastewater Collections Systems Specialist (Requires CWEA-2)

CWEA-2	0% (Job Requirement)
CWEA-3	5%
CWEA-4	2.5%
D-1	2.5%
T-1	2.5%
D-2	2.5%
T-2	2.5%

Wastewater Collections System Supervisor

CWEA-3	0% (Job Requirement) D-I within 12 months
CWEA-4	5%
T-T-1	2.5%
D-2	2.5%
T-2	2.5%

14.3 Bilingual Premium Pay Employees who have been certified as being fluent in a language other than English, or sign language, shall receive five percent (5%) premium pay, if the need for fluency is: (1) necessary for the current position, and (2) use of the language for compensation has been previously approved by the employee's supervisor and the Human Resources Department. Qualifications shall be based upon certification of a certifying authority selected by the City. Each employee shall be reviewed annually for bilingual pay as part of the annual evaluation. Authorization and continuation of premium pay shall be at the sole discretion of the City. Nothing contained herein shall preclude the City from requiring proficiency in a second language as a minimum job qualification for any future employee or position. Compensation shall be capped at \$110 per pay period beginning the first full pay period upon adoption of this MOU.

14.4 Retention bonus – All Electric Department members that are in the apprenticeship program or that are Technicians shall receive a retention bonus of \$1,500 the pay period after the termination date of this MOU.

ARTICLE 15 -OVERTIME, ON-CALL PAY

15.1 Maximum Comp Time Accrual. All work performed by Unit members in excess of forty (40) hours in one (1) week, where such hours are required and approved by management, shall be paid at the rate of one and one half (1-1/2) times the employee's regular hourly base rate of pay. Overtime may be accrued as compensatory time to a maximum of one hundred sixty (160) hours. All overtime worked in excess of one hundred sixty (160) hours shall be paid for in the pay period in which it is earned.

15.2 Hours Worked. For purposes of overtime calculation, "hours worked" shall include time spent in required court appearances as set forth in Article 16. Hours worked shall also include approved vacation, holiday and compensatory time off. All other hours paid for but not worked, including sick leave shall not be counted as hours worked for overtime calculation.

15.3 Call Out Minimum Compensation.

(a) The City agrees to pay to the Unit member a minimum of two (2) hours pay for any time worked during the first hour when called-out for emergencies, and time and one-half (1/2) for each hour worked thereafter. For example, should an employee be called-out to work two (2) hours of emergency duty he would be compensated with three and one-half (3-1/2) hours pay at the regular hourly base rate of pay; two (2) hours pay for the first hour worked and one and one-half (1-1/2) hours pay for the second hour worked.

(b) All certified electrical and water employees (excluding the Electrical Services Worker and Apprentice employees) of this Unit are required to be placed on a Standby List by the Department Head, or his/her designee, on a rotational basis which includes alternating between both Primary and Secondary standby. The employee designated as the Primary is authorized to call the employee designated as the Secondary when the Primary determines that it is necessary to do so for safety or other legitimate reasons. The reason for the call-out of the Secondary employee shall be documented in writing and submitted to the Department Head and attached to the time card for any call-out hours worked by the Secondary on-call person.

15.4 On-Call Pay.

(a) Compensation for all employees placed on-call for a period of one (1) week (defined as one-hundred sixty eight (168) hours less forty (40) hour work week) shall receive additional compensation of sixteen (16) hours at the regular rate of pay.

(b) When a holiday falls during a regularly scheduled on-call period, the employee will receive an additional four (4) hours of pay at the basic rate of pay.

(c) On-call pay shall not be paid for an employee's scheduled work shift.

(d) Employees shall be entitled to receive the pro rata equivalent for any partial week.

(e) On-call assignments shall only be made by the Department Head or his/her authorized representative.

(f) On-call duty shall be served pursuant to a schedule prepared by the Department Head or his/her designee.

(g) Due to the implementation of the Alternative Work Schedule in City's Administrative Policy No. 30, Electric Department on-call pay begins and ends eleven (11) a.m. Thursday to Thursday.

15.5 On-Call Status. For purposes of this Article, an employee shall be deemed to be on On-Call status only when all of the following conditions are met:

(a) The appropriate manager has placed the employee in on-call status by a notice in writing and said notice must be attached to the employee's time card; and,

(b) The employee is required to respond to the City yard or other designated location within a specified time not to exceed thirty (30) minutes; and,

(c) While on-call, the employee is prohibited from engaging in any activity which may interfere with the employee's ability to respond to a call and immediately commence the required job performance.

15.6 Communication Devices. An employee in on-call status may be required to wear a beeper, pager or other communication device. The requirement to wear a communication device shall not, absent the requirements set forth in section 15.5 constitute the placing of the employee in an on-call status.

ARTICLE 16 - TEMPORARY UPGRADE PAY AND PROMOTION PAY

16.1 Unit members temporarily assigned by management to work in a higher classification, including classifications outside of the Unit for which they are qualified, shall receive compensation equivalent to a step on the higher classification salary range which provides a minimum of five percent (5%) above the employee's current salary or the bottom step of the range of the position to which he/she is temporarily upgraded, whichever is greater. Temporary upgrade pay shall be effective the day the assignment is made. At such time as an employee is no longer performing work out of his or her permanent classification, compensation shall be at the regular rate of pay for the permanent classification.

When assigning temporary upgrades, it is the intent of the City that such assignments shall be made in a fair and equitable manner so that all qualified employees are given an opportunity to work such assignments.

16.2 Promotions. Unit members promoted to work in a higher classification shall be placed in the new salary range of the higher classification that pays at least five percent (5%) more than the employee received in the lower classification.

16.3 Limited Assignments. Temporary assignments to perform work out of an employee's permanent classification shall be limited in duration to six (6) months in any twelve (12) month period. A time extension to the temporary assignment beyond the initial six (6) months may be made with the written concurrence of IBEW.

ARTICLE 17 - PAY FOR JURY DUTY & COURT APPEARANCES

17.1 Any employee summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary, but any jury fees received by him/her shall be paid into the City treasury. Any employee, who shall be called as a witness arising out of and in the course of his/her City employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid into the City treasury. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence, he/she may, however, use vacation time for such absence.

ARTICLE 18 - SAFETY, EQUIPMENT AND TRAINING

18.1 Safety Equipment. The City will provide employees safety equipment in accordance with California State Law.

18.2 Uniforms. The City shall provide uniforms for employees who are required by the City to wear a uniform.

18.3 Boot/Safety Shoe Allowance. The City shall provide a yearly boot /safety shoe allowance of \$250 to each employee who is required, by the nature of his/her work to wear a specific type/style of shoe or boot. An approved shoe/boot is one which meets the minimum standards as determined by the Department Head and approved by the Joint Safety and Training Committee. Departmental standards shall not be less than those which may be required by CAL/OSHA. Employees shall wear approved shoes/boots during working hours where required by work conditions.

18.4 Damaged Property. The City shall reimburse unit employees the reasonable replacement value of personal property destroyed in the course and scope of their employment. The employee shall make application for reimbursement by presenting to the Department Head the damaged or destroyed article. Personal property subject to this provision consists of personal property necessary to fulfill the employee's job duties and that is approved in advance for use on the job. Replacement for prescription eyewear is limited to \$200 per year. Replacement for watches is limited to \$100 per year. Excluded from this definition are items of clothing used by the employee in the exercise of his/her discretion in lieu of City issued uniform apparel. Replacement of items will be secondary to any applicable insurance.

18.5 Inclement Weather. Whenever management decides not to send employees into the field during normal work hours due to inclement weather, those employees shall not suffer any loss of regular pay. When employees are not assigned to the field under this provision, they may be given other duties, assigned to training, or be held to respond to emergency calls.

18.6 Joint Safety and Training Committee. The City hereby agrees to create a Joint Safety and Training Committee. The Committee shall consist of an equal number of members appointed by the City and IBEW. The Committee shall be advisory only. The Committee shall meet on a regular basis, but not less than once per quarter. The City and IBEW may agree to meet more frequently on a regular or special basis. The Committee may review work practices, training, procedures and rules and may recommend changes in the interest of health and safety. The Committee may review all serious accidents, injuries or fatalities, and include recommendations resulting from its review in the Committee's minutes. The Committee will also draft a safety manual for each department.

18.6.1 Reporting. Minutes of all Committee meetings shall be posted on IBEW bulletin boards, with copies to the City Manager, Human Resources Department, and to the Business Manager of IBEW, within five (5) working days after the Committee meeting. Specific questions submitted either to the Committees or by the Committees to Management will be responded to within a reasonable time and the answers posted on IBEW bulletin boards.

18.6.2 Discipline. Proceedings of the Committee shall be completely independent of any disciplinary action and the Committee's findings shall not be entered into the record of any such disciplinary proceedings.

ARTICLE 19 - MILEAGE, MEALS AND OTHER REIMBURSEMENT

19.1 Personal Vehicle. Employees shall be reimbursed for use of their own vehicle for authorized City business pursuant to the administrative policies of the City. (Refer to Administrative Policy E-1 for guidelines.)

19.3 Emergency Meal Periods. Employees shall earn meals at fixed intervals during periods of call-out overtime, and during an extension of the regular or planned work day.

During call-out, overtime, one thirty minute meal period and one meal compensation of \$14.00 will be earned for each consecutive four (4) hours of paid overtime completed.

During extension of the regular work day, one paid thirty minute meal period and one (1) meal compensation of \$14.00 will be earned after two consecutive hours paid overtime completed; thereafter, meals will be earned after completion of each four (4) consecutive hour intervals as described above.

Employees that work two consecutive hours or more immediately prior to the beginning of a regularly shift will earn a thirty minute meal period and one meal compensation of \$14.00.

Employees called back within two hours after the end of their shift shall earn one thirty minute paid meal period and one meal compensation of \$14.00.

Paid meal periods will not count as time worked.

It is recognized that employees may not be able to leave an emergency situation and that the final determination of this fact shall be made by the supervisor in charge of the particular activity.

Employees shall receive pay for earned meal periods and meal compensation regardless of whether the meal period or meal is actually utilized. All meal periods will be paid at overtime rate.

ARTICLE 20 - TUITION REIMBURSEMENT: EDUCATION INCENTIVE

20.1 Qualifications.

(a) Reimbursement under this section shall be made for employee participation in an educational program which provides broad knowledge with respect to a subject, consistent with the requirements of subsection B immediately below. This is distinguished

from "training." which relates to education in the performance of a limited task or tasks which the employee is required to perform as part of their current employment.

(b) Maximum reimbursement shall be \$3,500 per fiscal year. Tuition actually paid will be reimbursed to all permanent employees for professional and technical courses approved by the Department Head (subject to review by the Human Resources Department) and taken in an accredited educational institution provided that:

(i) The subject matter of the course relates directly to and contributes toward the employee's position with the City.

(ii) The employee has received at least a competent proficiency rating on the last evaluation report.

(iii) The employee has furnished evidence that the course has been completed with at least a 'C' or "pass" grade.

20.2 Reimbursement Requirements.

(a) Requests for reimbursement must be completed and returned to the Human Resources Department within three (3) weeks after receipt of course completion documentation. (No reimbursement will be made without bona fide receipts or documentation.)

(b) Reimbursements will be made only after proof of completion of course with minimum 'C' average or "pass" and satisfactory receipts of payment for tuition are approved by the Human Resources Department.

20.3 Hours Worked. The City shall pay represented employees for working hours spent in City required and approved training or conferences. Travel time shall be included as time worked in accordance with FLSA standards. The City shall not pay for the costs incurred to meet minimum job requirements.

20.4 Education Incentive. A one (1) time Education Incentive shall be paid to represented employees upon successful completion of certain educational programs under the following conditions:

(a) \$500.00 (five hundred dollars) shall be payable for successful completion of a certificate program requiring 80 hours or more for completion, from an accredited college or university in an area of specialization related to the duties of the position currently held by the employee as previously approved by the Human Resources Department. An additional \$500.00 (five hundred dollars) shall be paid if the certificate is in the area of supervision of personnel

(b) \$2,000.00 (two thousand dollars) shall payable for successful completion of an AA or AS Degree from an accredited college in an area of specialization related to the duties of the position held by the employee at the time the employee completes the program as previously approved by the Human Resources Department.

(c) \$3,000.00 (three thousand dollars) shall be payable for successful completion of a BA or BS Degree from an accredited college or university in any subject after three (3) years of employment with the City. An additional \$1,000.00 shall be paid if the degree is in the area of public or business administration, human resources, accounting, information management, or adult education.

(d) Programs shall be accredited by the California State Board of Education or equivalent authority. The incentive payments shall be otherwise subject to such rules and procedures as established by the City. Receipt of education incentive payments shall not be precluded by the fact that the employee may or may not have obtained tuition reimbursement by the City for all or part of the units required for the certificate or degree.

(e) Education incentive payments shall be made according to the following schedule:

25% of the total payable incentive shall be payable upon presentation of acceptable documentation (including transcripts) showing completion of certificate or degree.

The remaining 75% of the total payable incentive shall be payable one year from initial 25% payment.

It shall be the employees' sole responsibility to provide all necessary documentation, to obtain prior approval and to make the request for education incentive payment.

ARTICLE 21 - SICK AND BEREAVEMENT LEAVE

21.1 Sick Leave Accrual. Unit members shall accrue three and sixty-nine hundredth (3.69) hours of sick leave per pay period. Sick leave shall accrue up to a cap of four hundred (400) hours. Effective 1st full pay period in July, excess hours above two hundred twenty-four (224) will be moved to an "old sick" leave account. During fiscal year 2013 and thereafter, any hours that exceed regular cap of four hundred (400) hours will not be accrued. Leave banks can be utilized for time off or for conversions per provisions in the MOU.

21.2 Use of Sick Leave. Sick leave shall be granted only where consistent with the City's Sick Leave Policy (currently AP-1). Except as otherwise provided in the Family Medical Leave Act and Pregnancy Leave policies of the City (currently AP-02) not more than one-half (1/2) of the employee's annual accrual of sick leave within any calendar year may be granted to an employee for the care or attendance of members of his/her immediate family.

21.3 Sick Leave Buy Out. All represented employees may elect to receive a maximum buy-out of forty (40) hours each fiscal year of either comp time or vacation, or a

combination thereof and eighty (80) hours of sick leave, under this section provided, however, such buy-out may not reduce the employee's available sick leave bank below forty (40) hours. No such restriction shall apply to the buy-out of accrued comp time or vacation time.

21.4 Sick leave upon separation. Upon separation, service retirement or termination, after ten (10) years of continuous City service, the employee shall be eligible to convert to cash an amount equivalent to thirty percent (30%) of all unused sick leave or contribute the entire remaining balance of sick leave to the employee's 457 Deferred Compensation Account (subject to IRS maximum contributions provided by law) or City's Retiree medical Savings Account, if available. Such reimbursement is to be computed based upon the employee's final compensation rate and to be paid within one payroll period of the effective date of separation.

21.5 Sick leave Conversion. After ten (10) years of continuous City service, the employee shall be eligible to convert one hundred percent (100%) of unused sick leave minus forty (40) hours to the City's Retiree Medical Savings Plan or to the employee's 457 Deferred Compensation Account (subject to IRS maximum contributions provided by law).

21.6 Bereavement. Non-probationary Unit members shall be allowed thirty (30) hours with pay for bereavement leave upon the death of a member of their family. For this section, family includes the following persons: spouse, domestic partner, mother, father, brother, sister, child, stepchild, grandchild, or grandparent of the employee or any one of the same relatives of the employee's spouse or domestic partner. The thirty (30) hours of bereavement shall be allowed for each death of a family member. An employee shall be allowed a maximum of forty (40) hours bereavement leave under this section for multiple family deaths occurring during the same twenty-four (24) hour period. Probationary employees may elect to use bereavement leave without pay, but upon successful completion of their probationary period they will be reimbursed for such leave at their rate of pay at the time of bereavement.

21.6 Salary Continuation. For any work related injury, an employee shall have sixteen (16) weeks of Salary Continuation Pay for time off work authorized by the treating physician, including time for scheduled appointments with the treating physician.

21.7 Work Related Injuries. All other aspects of employees work related injuries will be governed by the City Administrative Policy No. RM-03, Return to Work/Temporary Modified/Work Assignment Program.

ARTICLE 22 - VACATION AND HOLIDAY ACCRUALS

22.1 Vacation Leave Accruals. For employees of the City as of date of this MOU, Vacation benefits shall accrue in accordance with the following schedules:

One (1) through four (4) years service
Ten (10) days per year =three and eight one-hundredth (3.08) hours
per pay period

Beginning the fifth (5th) year through the 9th year:

Fifteen (15) days per year = four and sixty-two hundredth (4.62) hours per pay period

Beginning the tenth (10th) year & thereafter:

Twenty (20) days per year = six and fifteen one-hundredth (6.15) hours per pay period

22.2 Maximum Vacation Leave Accrual. An employee may accrue vacation leave to a maximum of three-hundred twenty (320) hours. If an employee has accumulated the maximum allowed under this Article, said employee will receive no further vacation leave accruals until said employee uses a portion of his/her vacation leave and his/her vacation leave accruals have been reduced below the maximum. There shall be no retroactive receipt of any vacation leave lost as a result of this Article.

22.3 Vacation Leave Approval Required. Vacations shall be taken with approval of the Department Head at any time following the completion of the six (6) month probationary period, but the vacation leave taken shall not be in excess of that actually accrued at the time such vacation is taken. Vacations must be approved a minimum of fourteen (14) days in advance of the first day of such vacation. Exceptions may be made to the fourteen (14) day notice requirement for emergencies or at the discretion of the City as determined by the Department Head or Division Supervisor.

22.4 Vacation Leave Payment Upon Termination. Any employee who has been in continuous full-time service of the City for a period of six (6) months or more, who is about to terminate his/her employment, and has earned vacation to his credit, shall be paid for such vacation time within one payroll period of the effective date of such termination.

22.5 Vacation Leave Payment In Lieu. No more than once every three (3) years, at the request of the employee and with the approval of the Department Head and the Human Resources Department, in order to meet unusual or emergency conditions, an employee may be paid the straight time daily equivalent of forty (40) hours of his/her salary in lieu of vacation time off. Such payment shall be determined by the Human Resources Department. The balance of accrued vacation shall not be allowed to go below forty (40) hours as the result of a payment under this subsection.

22.6 Holidays. Holidays for employees covered by this section shall be as follows:

New Years Day
Martin Luther King Day
President's Day
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving

Day after Thanksgiving
Christmas
One (1) floating holiday

22.7 Holidays Falling on Weekend Days. If the scheduled holiday falls on a Friday (regular day off) or Saturday, it may be observed on a Thursday or accrued to the Holiday leave bank as determined by the holiday schedule posted on the City's Intranet. If the holiday falls on a Sunday, the holiday will be taken on the following Monday.

22.8 Flex Schedule. Employees working a flex schedule shall be paid holiday time in accordance with the City's Administrative Policy No. A-30.

22.9 Floating Holiday. The floating holiday set forth in Article 21.6 above, shall be credited as ten (10) hours to each represented employee's account effective with the first payroll in each fiscal year. Floating holiday leave balances must be used during the fiscal year or they will be cashed out according to Administrative Policy A-30.

22.10 Added Holidays. If, during the term of this MOU, the City Council recognizes an additional holiday for City employees, said holiday shall be extended to this Unit.

22.11 Holiday Leave. When holiday leave is taken, the employee will be paid at the standard ten (10) hours per day, regardless of the assignment of a ten (10), or twelve (12) hour scheduled workday. When holiday leave is taken, an employee may utilize any accrued leave bank except sick leave to supplement the twelve (12) hour scheduled day.

22.12 Holiday Leave Payment Upon Termination. Any Unit employee, who is about to terminate his/her employment, and has earned Holiday leave to his/her credit, shall be paid for such holiday leave within one payroll period of the effective date of such termination at the employee's then current rate of pay.

22.13 Promotional Pay Out of Leave. Prior to implementation of a promotion to a different Unit, the City shall be entitled to cash out at the employee's current pay rate all vacation, holiday and comp time leave banks in excess of one hundred sixty (160) hours collectively.

ARTICLE 23 - MEDICAL AND DENTAL INSURANCE

23.1 City Contributions To a Cafeteria Plan. The City shall contribute \$947.00 per month to each represented employee for the benefits detailed in this Article.

(a) Said contribution shall first be used to provide for Health Insurance for employee. Employee shall be covered by Health Insurance with a City approved Health Plan unless the employee provides proof to the City that employee is covered by another acceptable health plan as determined by the Human Resources Department.

(b) The balance may be used for any of the following or any combination thereof:

- (i) Health insurance for employee's spouse and/or dependents.
- (ii) Dental insurance for employee, spouse and/or dependents.
- (iii) Voluntary life insurance for employee.
- (iv) Deferred compensation program.
- (v) Eye care plan for employee, spouse and/or dependents.
- (vi) Supplemental insurance options.

23.2 Eye Wear Reimbursement. City will also reimburse a maximum of \$250 every two years for eye wear for an employee and/or employee's dependents.

23.3 IRS 125 Plan. During the term of this MOU, the City shall maintain an Internal Revenue Section (IRS) 125 program which will allow employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses or both as defined by the IRS.

23.4 Insurance Advisory Committee. The City shall maintain the Benefit Advisory Committee to which IBEW may appoint a representative.

23.4.1 Purpose. The purpose of the Benefit Advisory Committee shall be to advise the City relative to health, life, and related insurance plans which may be provided to employees of the City including the type of plans, scope of coverage, and the selection of insurance carriers.

23.4.2 Voting. The Benefit Committee shall determine issues by a majority vote of the members, each member having one (1) vote.

23.4.3 Selection of Members. Benefit Committee Members shall be selected as follows:

- (a) Representatives of bargaining units shall be selected in a manner to be determined by each respective unit.
- (b) The City's Representatives shall be the Deputy Human Resources Director and the Administrative Services Director.

23.4.4 Meetings. The Benefit Committee shall meet as may be necessary to conduct the business of the committee.

23.4.5 Status. The Benefit Advisory Committee will be advisory only, with no power or prerogative to decide on behalf of the City on issues pertaining to employee insurance coverage.

ARTICLE 24 - RETIREMENT AND MEDICARE

24.1 California Public Employees Retirement System (CalPERS) Formulas.

- (a) All IBEW represented miscellaneous employees hired prior to December 11, 2012 will remain eligible to receive the CalPERS retirement plan known as "two and one-half at fifty-five" retirement (2.5% @ 55) formula for Miscellaneous Employees.
- (b) Beginning on or after December 11, 2012, the City implemented the 2% @ 60 retirement formula for miscellaneous new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined by CalPERS as "classic members." (Approved by City Council through side letter December 11, 2012.)
- (c) Beginning January 1, 2013, new hires defined by CalPERS as "new members" shall receive the newly created 2% @ 62 retirement formula with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees Pension Reform Act of 2013.)

24.2 CalPERS Member Contributions

- a) Effective January 1, 2013, all miscellaneous new hires defined by CalPERS as "new members" will pay their full employee member contribution rate towards their CalPERS retirement benefit per the Public Employees Pension Reform Act of 2013 (rates vary per retirement formula).
- b) Effective the first full pay period after adoption of MOU, all IBEW represented employees will pay their full member contribution rate to their respective retirement plan with CalPERS, which is currently 8% for miscellaneous members in the 2.5% @55 formula. CalPERS will determine the employee member contribution rates for each retirement formula. Therefore, the City shall cease all Employer Paid Member Contributions for Unit members.

24.2 F.I.C.A. Represented employees shall pay the employee's portion of FICA and the City shall be responsible for payment of the employer's portion.

ARTICLE 25 - MISCELLANEOUS BENEFITS

25.1 Disability Insurance. Each employee shall pay the cost of membership in the City's long term disability insurance selected by the City. City agrees to offer a short term disability program at the employees expense provided that such short term disability program can be offered in conjunction with the City's existing long term disability insurance. The City will notify IBEW of this option at the City's Annual Benefit Advisory Meeting.

25.2 Computer Loan. Every Unit member who has completed the initial probationary period as an employee of the City shall be entitled to participate in an interest free loan

program for the purchase of a computer. The maximum amount of any individual loan shall be equal to one (1) month of an employee's salary. The cumulative amount of loans outstanding hereunder shall not exceed \$40,000. The loan shall be upon the terms and conditions established by the City.

25.3 Direct Deposit. All employees shall be paid by direct deposit of their payroll check into an account of their choice, except those who either do not hold an account with a financial institution that offers direct deposit or who do not hold any account of any type, and such employees will be required to pay a \$10 administration fee per payroll. It shall be the responsibility of the employee to establish and maintain such account.

25.4 Utility Allowance. Any represented employee who resides within the City shall receive \$150 per month as a discount against the cost of electric and water service during the period of such residency.

ARTICLE 26 - IBEW RETIREE MEDICAL FUND

Employees agree to pay one percent (1 %) of salary into the IBEW Local #47 Retiree Medical Fund.

ARTICLE 27 - LAYOFFS AND RE-EMPLOYMENT

27.1 Purpose. The purpose of this Article is to provide a fair and equitable basis for the reduction of full-time classified personnel due to insufficient work or funds.

27.2 Reasons For Lay Off. The City retains the right to determine when a lack of work or lack of funds condition exists. Lack of work means that a category of work effort within the City can be fulfilled with fewer employees at an acceptable level of service. Lack of funds means that the City cannot sustain operations at the current level of employment within the funding available.

27.3 Notice Of Lay Off. Any layoff initiated under the provisions of this document can take place at any time during the year. The City shall notify the affected employees in writing at least fourteen (14) calendar days prior to the employee's last day of work. The City reserves the right to pay the employee for such fourteen (14) day period or any remaining portion thereof, and to require the employee to immediately vacate City property. A copy of any notice will be forwarded to IBEW. Any notice of layoff shall specify the reason for the lay off and effective date. The form and timing of such notice shall be subject to the established Grievance Procedure provided, however, that the City's decision to lay off is not subject to the grievance procedure. The date of layoff shall not be delayed by the pendency of a grievance.

27.4 Order Of Lay Off. The classifications of employees to be affected by any layoff shall be as determined by the City in its sole discretion. The order of layoff shall be based upon continuous seniority within the affected classification, except as provided in Section 27.4(a). With respect to the classifications which have been retitled by the City,

"continuous seniority within the affected classification" shall not be limited to time in the newly titled classification but shall mean all current continuous time in full-time permanent employment with the City in whatever classification.

(a) Critical Position Function. There are various job functions set forth in the position description for each classification. Certain of these functions may be determined by the City Manager to be vital to the ongoing operations of the City. By way of further definition, a function is "critical" if the City Manager, in the exercise of his/her sole discretion, determines that the City cannot best provide necessary services with the reduced work force without employees capable of performing the "critical" function. A senior employee may be selected for layoff over a more junior employee if the junior employee has demonstrated the ability to perform these critical position functions and the more senior employee has not. No person shall be deprived of the opportunity to develop his/her skills in a critical position function.

(b) For purposes of this section, "critical position function" shall be based on the skills necessary to perform the function and not on the performance of specific tasks performed by the incumbent in any position. "Skill" refers to the basic knowledge and ability necessary to perform a job function e.g. typing, welding, accounting or any recognized subcategory of such function, e.g. pipe welding, welding specialized metals, etc, or cost accounting vs. general accounting. "Tasks" refers to the elements of a position within a department e.g., typing form-A.

27.5 Reduction Of Class.

The establishment of a Class Series List was established as indicated on the attached Appendix "B".

(a) Any employee who has been given a written notice of layoff may choose to be reduced in classification and compensation, to a classification in which the employee has previously established seniority while in the employ of the City, if the employee has greater continuous seniority with the City than at least one (1) person in the lower classification.

(b) Seniority for purposes of layoff shall be determined by the total continuous time served by an employee in his/her current position in addition to any time served by the employee in a position in the same job series with a pay range equal to or higher than the employee's current position. If an employee leaves the service of the City for any period of time the employee's prior service shall not be considered as service for the purpose of calculating the employee's seniority for any purpose.

(c) Alternatively, and exclusive of an election under the previous paragraph 27.5(a), an employee may choose to be reduced in classification and compensation to an existing position in a class series, if the employee has greater continuous length of service with the City than the incumbent in the lower classification in the class series. Class series is defined as a vertical succession of positions that encompass the same general set of

job duties that increase in complexity and responsibility as one moves upward through the class series.

(d) Relative class standing for subparagraphs (a) and (b) shall be as determined by the salary ranges for the classifications under consideration. The classification with the highest compensated step in the salary range shall be the higher classification

(e) Anything contained herein to the contrary notwithstanding, any employee may choose to be reduced in an entry level position if the employee meets the minimum qualifications for the position and has more seniority with the City than an incumbent in the position. For purposes of this subsection, an "entry level position" is a position requiring no prior experience.

27.6 Equal Seniority. If two (2) or more employees subject to lay off have equal class seniority, then the determination as to who has seniority shall be based upon total length of uninterrupted service with the City. If both employees were hired on same day, the employee with the lower City Employee number assigned on the date of hire shall be considered to have seniority.

27.7 Reemployment Rights. Laid off employees will be eligible for reemployment up to eighteen (18) months from date of layoff notice.

ARTICLE 28 - GRIEVANCE PROCEDURE

28.1 Items Subject To Grievance Procedure. Any permanent employee in the competitive service who has a grievance based upon his/her demotion, dismissal, reduction in pay, violation of the personnel ordinance, salary resolution or this MOU, or violation of commonly accepted safety practices not resolved by the Safety Committee, shall be entitled to have the matter reviewed through the following grievance procedure outlined in this Article.

28.2 Informal Step. An attempt shall be made to ascertain all facts and adjust such grievance on an informal basis between the employee and, if he desires, his/her steward, and the immediate supervisor. Presentation of such grievance shall be made within fourteen (14) calendar days of the incident causing the grievance, or the date on which the employee first became aware of it.

28.3 Step One. If the grievance is not adjusted to the satisfaction of the employee within fourteen (14) calendar days after presentation of the grievance to the immediate supervisor, then the grievance shall be submitted in writing by the employee or his/her steward to the Department Head, within the next fourteen (14) calendar days. The Department Head and a representative of the Human Resource Department shall meet with the employee, his/her steward or both within fourteen (14) calendar days of receipt of such written grievance and the Department Head shall deliver his decision in writing to the employee, along with his reasons for such decision, within fourteen (14) calendar days after the meeting.

28.4 Step Two. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.2 and 28.3 above, then the employee or his/her steward may submit the grievance, in writing, to the City Manager, within fourteen (14) calendar days after the completion of the last step under paragraph 28.3 above. The City Manager shall meet with the employee, and his/her steward, if applicable, within fourteen (14) calendar days of receipt of such written grievance, and shall deliver his decision in writing, to the employee, along with the reasons for such decision, within fourteen (14) calendar days after the meeting.

28.5 Step Three. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in Sections 28.2, 28.3 and 28.4 above, the employee or his/her representative may submit written notice to the City Manager within fourteen (14) calendar days after the completion of the last step under paragraph 28.4 above of his/her intent to submit the matter to arbitration. In matters of interpretation of this MOU, IBEW shall have the exclusive authority to determine whether a grievance shall be taken to arbitration. In disciplinary cases where IBEW may be required to pay for any part of the cost of such arbitration, IBEW may elect to proceed to arbitration. If IBEW does not elect to do so, then the employee may elect arbitration in disciplinary case and the City shall pay all expenses. The procedures set forth below shall be followed for arbitrations.

(a) Within seven (7) calendar days of receipt of the written notice, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or any other mutually agreeable mediation service.

(b) Within fourteen (14) calendar days of receipt of the list of arbitrators the City and IBEW (or the employee if not represented by IBEW in a discipline case) shall attempt to reach an agreement on an arbitrator. Failing to agree on an arbitrator, the parties shall take turns striking the names or arbitrators from the FMCS list until one (1) name remains. IBEW (or the employee if not represented by IBEW in a discipline case) shall strike the first name.

(c) The parties shall contact the arbitrator to arrange for a mutually convenient time and date for the arbitration hearing.

(d) The cost of the arbitrator shall be split equally by the City and the Union save that if the grievance arises from the administration of discipline, the City shall bear the cost.

28.7 Step Four. Within fourteen (14) calendar days after the parties receive the arbitrator's recommendation, the opinion of the arbitrator will be final on matters relating to the interpretation or administration of this MOU. Arbitration on discipline is advisory only. If a decision relates to discipline, within fourteen (14) calendar days after the parties receive the arbitrator's recommendation, the City Manager shall advise the parties whether the City Manager is accepting, rejecting, or modifying the recommended decision. The decision of the City Manager shall be the final decision of the City.

28.8. Change of Time Limits. The above time limits may be changed by mutual agreement.

28.9 Mutual Agreement For Additional Mediation/Arbitration. Upon mutual agreement of the parties, a grievance may be submitted to a representative of a mutually agreeable arbitration service for mediation and/or arbitration. Unless agreed otherwise by the parties in writing, the role of the arbitrator shall be advisory only and it shall have no power or authority to impose a result or resolution upon any of the parties.

ARTICLE 29 - SEVERABILITY CLAUSE

29.1 If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU with the remainder of this MOU remaining in full force and effect. Upon the issuance of a decision by a Court of Competent Jurisdiction declaring any section of this MOU be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer as soon as possible concerning only those sections.

ARTICLE 30 - COMPLETE AGREEMENT

30.1 Entire Agreement: This MOU is the entire agreement between the parties, terminating all prior agreements, whether written or oral, arrangements and practices, and, except as otherwise provided herein, shall conclude all meetings and conferences during the term of this MOU.

30.2 Items not covered: All terms and conditions of employment not covered by this MOU shall continue to be subject to the City's direction and control.

ARTICLE 31 - POSTING JOB VACANCIES

City agrees to post on City's website and IBEW bulletin boards all vacant positions in the Unit.

ARTICLE 32 - RE-OPENERS

32.1 During the term of this MOU, unless otherwise provided, the parties shall not meet and confer with respect to any subject or matter whether or not referred to in this MOU, unless mutually agreed to otherwise.

32.2 The parties agree, however, to the following re-openers:

In the event that the Utility reserves fall below 10% and the bond covenants debt coverage of 115% is not met during Fiscal year 2014, the parties agree to re-open this MOU to negotiate alternatives to layoffs.

The parties also agree to reopen to discuss and revise the grievance procedure.

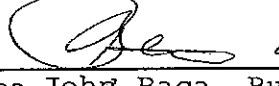
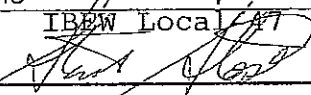
The parties agree to reopen to discuss the criteria of critical positions.

ARTICLE 33 - RATIFICATION AND EXECUTION.

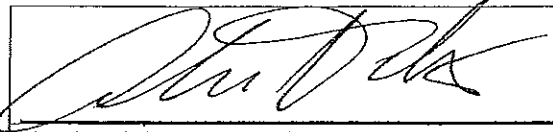
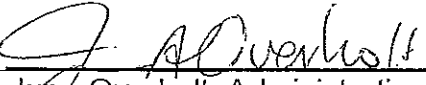

This MOU has been developed as a result of meet and confer sessions between authorized representatives of the City and IBEW regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and IBEW have reached an understanding as to certain recommendations to be made to the City Council for the City of Banning and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the Banning City Council.

In witness whereof, the parties have caused their signatures to be affixed this 29th day of April, 2013.

For IBEW:

 Name John Baca, Business Rep. IBEW Local 47	Name Michael Colantuono Representative
 Name Stan Stosel, Lead Negotiator, IBEW Local-47	Name Pat Lavin Business Manager IBEW Local-47

For: the City of Banning

	
Andy Takata, City Manager	Colin Tanner, Lead Negotiator
	
June Overholt, Administrative Services Director, Deputy City Manager	Rita Chapparosa, Deputy Human Resources Director

City of Banning
Salary Schedule
2.5506% Between Steps

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
01 Hourly	5,150.00	5,281.4	5,416.1	5,554.2	5,695.9	5,841.1	5,990.1	6,142.9	6,299.6	6,460.3	6,625.1	6,794.0	6,967.3
01 Biweekly	412.00	422.51	433.28	444.34	455.67	467.29	478.21	491.43	503.97	516.82	530.00	543.52	557.39
01 Annual	10,712.00	10,985.22	11,285.41	11,552.74	11,847.41	12,149.59	12,459.48	12,777.27	13,103.16	13,437.37	13,780.11	14,131.58	14,492.02
02 Hourly	5,278.4	5,413.0	5,551.1	5,692.6	5,837.8	5,986.7	6,139.4	6,296.0	6,456.6	6,621.3	6,790.2	6,963.4	7,141.0
02 Biweekly	422.27	433.04	444.08	455.41	467.03	478.94	491.16	503.68	516.53	529.70	543.21	557.07	571.28
02 Annual	10,979.00	11,259.03	11,546.20	11,840.70	12,142.71	12,452.42	12,770.03	13,095.75	13,429.77	13,772.31	14,123.58	14,483.82	14,853.24
03 Hourly	5,410.6	5,548.6	5,690.1	5,835.2	5,984.1	6,136.7	6,293.2	6,453.7	6,618.3	6,787.1	6,960.3	7,137.8	7,319.8
03 Biweekly	432.85	443.89	455.21	466.82	478.73	490.94	503.46	516.30	529.47	542.97	556.82	571.02	585.59
03 Annual	11,254.00	11,541.04	11,835.41	12,137.28	12,446.86	12,764.33	13,089.89	13,423.77	13,766.15	14,117.27	14,477.35	14,846.61	15,225.28
04 Hourly	5,545.7	5,687.1	5,832.2	5,980.9	6,133.5	6,289.9	6,450.4	6,614.9	6,783.6	6,956.6	7,134.1	7,316.0	7,502.6
04 Biweekly	443.65	454.97	466.57	478.47	490.68	503.19	516.03	529.19	542.69	556.53	570.72	585.28	600.21
04 Annual	11,535.00	11,829.21	12,130.93	12,440.34	12,757.64	13,083.04	13,416.73	13,758.94	14,109.88	14,469.76	14,838.83	15,217.31	15,605.44
05 Hourly	5,684.8	5,829.6	5,978.3	6,130.8	6,287.2	6,447.5	6,612.0	6,780.6	6,953.6	7,130.9	7,312.8	7,499.3	7,690.6
05 Biweekly	454.77	466.37	478.26	490.46	502.97	515.80	528.96	542.45	556.28	570.47	585.02	599.94	615.25
05 Annual	11,824.00	12,125.58	12,434.86	12,752.02	13,077.27	13,410.82	13,752.88	14,103.66	14,463.39	14,832.29	15,210.60	15,598.57	15,996.42
06 Hourly	5,826.4	5,975.1	6,127.5	6,283.7	6,444.0	6,608.4	6,776.9	6,949.8	7,127.0	7,308.8	7,495.2	7,686.4	7,882.5
06 Biweekly	466.12	478.00	490.20	502.70	515.52	528.67	542.15	555.98	570.16	584.71	599.62	614.91	630.60
06 Annual	12,119.00	12,428.11	12,745.10	13,070.17	13,403.54	13,745.41	14,096.00	14,455.54	14,824.24	15,202.35	15,590.10	15,987.74	16,395.52
07 Hourly	5,972.1	6,124.4	6,280.7	6,440.8	6,605.1	6,773.6	6,946.4	7,123.5	7,305.2	7,491.6	7,682.6	7,878.6	8,079.5
07 Biweekly	477.77	489.96	502.45	515.27	528.41	541.89	555.71	569.88	584.42	599.32	614.61	630.29	646.36
07 Annual	12,422.00	12,738.84	13,063.75	13,396.96	13,738.66	14,089.08	14,448.43	14,816.96	15,194.88	15,582.44	15,979.88	16,387.47	16,805.44
08 Hourly	6,121.6	6,277.8	6,437.9	6,602.1	6,770.5	6,943.2	7,120.3	7,301.9	7,488.1	7,679.1	7,875.0	8,075.8	8,281.8
08 Biweekly	489.73	502.22	515.03	528.17	541.64	555.45	569.62	584.15	599.05	614.33	630.00	646.07	662.55
08 Annual	12,733.00	13,057.77	13,390.82	13,732.37	14,082.62	14,441.81	14,810.17	15,187.92	15,575.30	15,972.56	16,379.96	16,797.75	17,226.19
09 Hourly	6,274.5	6,434.6	6,598.7	6,767.0	6,939.6	7,116.6	7,298.1	7,484.2	7,675.1	7,870.9	8,071.7	8,277.5	8,488.7
09 Biweekly	501.96	514.76	527.89	541.36	555.17	569.33	583.85	598.74	614.01	629.67	645.73	662.20	679.09
09 Annual	13,051.00	13,383.88	13,725.25	14,075.32	14,434.33	14,802.49	15,180.04	15,567.23	15,964.28	16,371.47	16,789.04	17,217.26	17,656.40
10 Hourly	6,431.3	6,595.3	6,763.5	6,936.0	7,112.9	7,294.3	7,480.4	7,671.2	7,869.9	8,067.5	8,273.3	8,484.3	8,700.7
10 Biweekly	514.50	527.62	541.08	554.88	569.03	583.55	598.43	613.70	629.35	645.40	661.86	678.74	696.06
10 Annual	13,377.00	13,718.19	14,068.09	14,426.91	14,794.88	15,172.24	15,559.22	15,956.08	16,363.05	16,780.41	17,208.41	17,647.33	18,097.44
11 Hourly	6,592.3	6,760.5	6,932.9	7,109.7	7,291.1	7,477.0	7,667.7	7,863.3	8,063.9	8,269.5	8,480.5	8,696.8	8,918.6
11 Biweekly	527.38	540.84	554.63	568.78	583.28	598.16	613.42	629.06	645.11	661.56	678.44	695.74	713.49
11 Annual	13,712.00	14,061.74	14,420.40	14,788.20	15,165.39	15,552.20	15,948.87	16,355.67	16,772.83	17,200.64	17,639.36	18,089.27	18,550.66
12 Hourly	6,757.2	6,929.6	7,106.3	7,287.6	7,473.4	7,664.1	7,859.5	8,060.0	8,265.6	8,476.4	8,692.6	8,914.3	9,141.7
12 Biweekly	540.58	554.36	568.50	583.00	597.87	613.12	628.76	644.80	661.25	678.11	695.41	713.14	731.33
12 Annual	14,055.00	14,413.49	14,781.12	15,158.12	15,544.75	15,941.23	16,347.83	16,764.80	17,192.40	17,630.91	18,080.60	18,541.77	19,014.69

96

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
13 Hourly	6,928.00	7,102.6	7,283.8	7,469.6	7,660.1	7,855.5	8,055.8	8,261.3	8,472.0	8,688.1	8,909.7	9,136.9	9,370.0
Biweekly	554.08	568.21	582.70	597.56	612.81	628.44	644.46	660.90	677.76	695.05	712.77	730.95	749.60
Annual	14,406.00	14,773.44	15,150.25	15,536.67	15,932.95	16,339.34	16,756.09	17,183.47	17,621.75	18,071.21	18,532.14	19,004.82	19,489.55
14 Hourly	7,059.00	7,260.1	7,465.8	7,666.2	7,851.5	8,051.8	8,257.1	8,467.7	8,683.7	8,905.2	9,132.3	9,365.3	9,604.1
Biweekly	567.92	582.41	597.26	612.50	628.12	644.14	660.57	677.42	694.70	712.42	730.59	749.22	768.33
Annual	14,766.00	15,142.62	15,528.85	15,924.93	16,331.11	16,747.65	17,174.82	17,612.88	18,062.11	18,522.80	18,995.25	19,479.74	19,976.59
15 Hourly	7,276.4	7,482.0	7,692.4	7,907.6	8,127.6	8,352.6	8,582.6	8,817.6	9,057.6	9,302.6	9,552.6	9,802.6	10,057.6
Biweekly	582.12	596.96	612.19	627.80	643.82	660.24	677.08	694.35	712.06	730.22	748.84	767.94	787.53
Annual	15,135.00	15,521.03	15,916.91	16,322.89	16,739.22	17,166.17	17,604.01	18,053.02	18,513.48	18,985.69	19,469.93	19,966.53	20,475.80
16 Hourly	7,458.7	7,668.9	7,884.0	8,099.1	8,319.2	8,544.3	8,774.4	9,009.5	9,249.6	9,494.7	9,744.8	9,994.9	10,249.0
Biweekly	596.69	611.91	627.52	643.52	659.94	676.77	694.03	711.73	729.89	748.50	767.60	787.17	807.25
Annual	15,514.00	15,909.70	16,315.49	16,731.84	17,158.39	17,596.03	18,044.84	18,505.09	18,977.08	19,461.11	19,957.49	20,466.52	20,988.54
17 Hourly	7,645.2	7,855.4	8,070.6	8,290.8	8,515.9	8,746.1	8,981.3	9,221.5	9,466.7	9,717.1	9,972.5	10,228.0	10,488.4
Biweekly	611.62	627.22	643.21	659.62	676.44	693.70	711.39	729.53	748.14	767.22	786.79	806.86	827.44
Annual	15,902.00	16,307.60	16,723.54	17,150.09	17,587.52	18,036.11	18,496.13	18,967.90	19,451.69	19,947.83	20,456.62	20,978.38	21,513.45
18 Hourly	7,836.1	8,046.3	8,261.5	8,481.7	8,706.9	8,937.1	9,172.3	9,407.5	9,647.7	9,892.9	10,143.1	10,398.3	10,653.5
Biweekly	626.88	642.87	659.27	676.09	693.33	711.01	729.15	747.75	766.82	786.38	806.44	827.00	848.10
Annual	16,299.00	16,714.72	17,141.05	17,578.25	18,026.60	18,486.38	18,957.90	19,441.44	19,937.31	20,446.83	20,967.32	21,502.12	22,050.55
19 Hourly	8,032.2	8,242.4	8,457.6	8,677.8	8,898.0	9,123.2	9,353.4	9,588.6	9,828.8	10,074.0	10,324.2	10,574.4	10,824.6
Biweekly	642.58	658.97	675.77	693.01	710.69	728.81	747.40	766.47	786.01	806.06	826.62	847.71	869.33
Annual	16,707.00	17,133.13	17,570.13	18,018.27	18,477.84	18,949.14	19,432.46	19,928.10	20,436.39	20,957.64	21,492.18	22,040.36	22,602.52
20 Hourly	8,232.7	8,442.9	8,658.1	8,878.3	9,098.5	9,323.7	9,553.9	9,789.1	10,029.3	10,274.5	10,524.7	10,774.9	11,025.1
Biweekly	658.62	675.41	692.64	710.31	728.42	747.00	766.06	785.60	805.63	826.18	847.25	868.86	891.03
Annual	17,124.00	17,560.76	18,008.67	18,468.00	18,939.04	19,422.10	19,917.48	20,425.50	20,946.47	21,480.73	22,028.62	22,590.48	23,166.67
21 Hourly	8,438.5	8,648.7	8,863.9	9,084.1	9,309.3	9,539.5	9,774.7	10,014.9	10,260.1	10,510.3	10,765.5	11,025.7	11,290.9
Biweekly	675.08	692.30	709.95	728.06	746.63	765.67	785.20	805.23	825.77	846.83	868.43	890.58	913.30
Annual	17,552.00	17,999.68	18,458.78	18,929.59	19,412.41	19,907.54	20,415.30	20,936.02	21,470.01	22,017.62	22,579.21	23,156.11	23,746.71
22 Hourly	8,649.5	8,859.7	9,074.9	9,295.1	9,520.3	9,750.5	9,985.7	10,225.9	10,471.1	10,721.3	10,976.5	11,236.7	11,496.9
Biweekly	691.96	709.61	727.71	746.27	765.31	784.83	804.84	825.37	846.42	868.01	890.15	912.86	936.14
Annual	17,991.00	18,449.88	18,920.46	19,403.05	19,897.94	20,405.46	20,925.92	21,459.66	22,007.01	22,568.32	23,143.94	23,734.25	24,339.62
23 Hourly	8,865.9	9,076.1	9,291.3	9,511.5	9,736.7	9,966.9	10,202.1	10,442.3	10,687.5	10,937.7	11,192.9	11,453.1	11,713.3
Biweekly	709.27	727.36	745.91	764.94	784.45	804.46	824.97	846.02	867.59	889.72	912.42	935.69	959.55
Annual	18,441.00	18,911.36	19,393.71	19,888.37	20,395.64	20,915.85	21,449.33	21,996.42	22,557.48	23,132.81	23,722.83	24,327.91	24,948.41
24 Hourly	9,087.5	9,297.7	9,512.9	9,733.1	9,958.3	10,188.5	10,423.7	10,663.9	10,909.1	11,159.3	11,414.5	11,674.7	11,939.9
Biweekly	727.00	745.54	764.56	784.06	804.06	824.57	845.60	867.17	889.28	911.97	935.23	959.08	983.54
Annual	18,902.00	19,384.11	19,878.53	20,385.55	20,905.50	21,438.72	21,985.53	22,546.30	23,121.36	23,711.09	24,315.87	24,936.07	25,572.09

97

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
25 Hourly	9,314.9	9,525	9,761	10,040	10,302	10,560	10,834	11,110	11,394	11,698	11,989	12,288	12,601
25 Biweekly	745.19	764.20	783.69	803.68	824.18	845.20	866.76	888.86	911.54	934.79	958.63	983.08	1,008.15
25 Annual	19,375.00	19,869.18	20,375.96	20,895.67	21,428.64	21,975.20	22,535.69	23,110.49	23,699.95	24,304.44	24,924.35	25,560.07	26,212.00
26 Hourly	9,547.6	9,791	10,040	10,290	10,556	10,829	11,105	11,384	11,678	11,976	12,282	12,595	12,916
26 Biweekly	763.81	783.29	803.27	823.76	844.77	866.31	888.41	911.07	934.31	958.14	982.58	1,007.64	1,033.34
26 Annual	19,859.00	20,365.52	20,884.97	21,417.66	21,963.94	22,524.15	23,098.65	23,687.80	24,291.99	24,911.58	25,546.97	26,198.57	26,866.79
27 Hourly	9,761	10,037	10,296	10,554	10,823	11,094	11,365	11,647	11,931	12,219	12,511	12,807	13,107
27 Biweekly	782.88	802.85	823.33	844.33	865.87	887.95	910.60	933.82	957.64	982.07	1,007.12	1,032.80	1,059.15
27 Annual	20,355.00	20,874.17	21,406.59	21,952.59	22,512.51	23,086.71	23,675.56	24,279.43	24,898.70	25,533.77	26,185.04	26,852.91	27,537.82
28 Hourly	10,038	10,286	10,540	10,810	11,090	11,379	11,671	11,967	12,269	12,578	12,893	13,213	13,538
28 Biweekly	802.46	822.93	843.92	865.44	887.52	910.15	933.37	957.18	981.59	1,006.63	1,032.30	1,058.63	1,085.63
28 Annual	20,864.00	21,396.16	21,941.89	22,501.54	23,075.46	23,664.02	24,267.60	24,886.57	25,521.33	26,172.27	26,839.82	27,524.40	28,226.44
29 Hourly	10,287	10,540	10,812	11,087	11,371	11,661	11,959	12,260	12,576	12,896	13,226	13,560	13,909
29 Biweekly	822.54	843.52	865.03	887.10	909.72	932.93	956.72	981.12	1,006.15	1,031.81	1,058.13	1,085.12	1,112.79
29 Annual	21,386.00	21,931.47	22,490.86	23,064.51	23,652.79	24,266.08	24,874.75	25,509.21	26,159.85	26,827.08	27,511.33	28,213.04	28,932.64
30 Hourly	10,589	10,877	11,183	11,500	11,830	12,174	12,532	12,904	13,291	13,693	14,111	14,544	14,993
30 Biweekly	843.12	864.62	886.67	909.29	932.48	956.26	980.66	1,005.67	1,031.32	1,057.62	1,084.60	1,112.26	1,140.63
30 Annual	21,921.00	22,480.12	23,053.49	23,641.50	24,244.50	24,862.88	25,497.03	26,147.36	26,814.27	27,498.20	28,199.57	28,918.82	29,656.43
31 Hourly	10,824	11,079	11,360	11,652	11,947	12,251	12,564	12,885	13,213	13,550	13,896	14,250	14,614
31 Biweekly	864.19	886.23	908.84	932.02	955.79	980.17	1,005.17	1,030.81	1,057.10	1,084.06	1,111.71	1,140.07	1,169.15
31 Annual	22,489.00	23,042.09	23,629.81	24,232.51	24,850.58	25,484.42	26,134.43	26,801.01	27,484.60	28,185.62	28,904.52	29,641.76	30,397.80
32 Hourly	11,071	11,354	11,641	11,941	12,247	12,560	12,878	13,206	13,547	13,891	14,243	14,607	14,979
32 Biweekly	885.77	908.36	931.53	955.29	979.66	1,004.64	1,030.27	1,056.55	1,083.49	1,111.13	1,139.47	1,168.53	1,198.34
32 Annual	23,030.00	23,617.40	24,219.79	24,837.54	25,471.04	26,120.71	26,786.94	27,470.17	28,170.83	28,889.35	29,626.20	30,381.85	31,156.77
33 Hourly	11,349	11,638	11,935	12,239	12,550	12,871	13,204	13,537	13,884	14,236	14,596	14,972	15,353
33 Biweekly	907.92	931.08	954.83	979.18	1,004.16	1,029.77	1,056.03	1,082.97	1,110.59	1,138.92	1,167.97	1,197.76	1,228.31
33 Annual	23,606.00	24,208.09	24,825.55	25,458.75	26,108.10	26,774.01	27,456.91	28,157.22	28,875.40	29,611.90	30,367.18	31,141.72	31,936.03
34 Hourly	11,637	11,929	12,237	12,547	12,867	13,198	13,530	13,875	14,229	14,593	14,965	15,346	15,736
34 Biweekly	930.62	954.35	978.69	1,003.66	1,029.26	1,055.51	1,082.43	1,110.04	1,138.35	1,167.38	1,197.16	1,227.70	1,259.01
34 Annual	24,196.00	24,813.14	25,446.03	26,095.05	26,760.63	27,443.19	28,143.16	28,860.98	29,597.10	30,352.01	31,126.17	31,920.07	32,734.22
35 Hourly	11,926	12,227	12,539	12,854	13,174	13,520	13,867	14,224	14,582	14,952	15,337	15,729	16,131
35 Biweekly	953.88	978.21	1,003.16	1,028.75	1,054.99	1,081.90	1,108.49	1,137.79	1,166.81	1,196.57	1,227.09	1,258.39	1,290.49
35 Annual	24,801.00	25,433.57	26,082.28	26,747.54	27,429.76	28,129.38	28,846.85	29,582.62	30,337.15	31,110.93	31,904.45	32,718.20	33,552.71
36 Hourly	12,226	12,534	12,850	13,180	13,517	13,868	14,215	14,570	14,948	15,331	15,722	16,123	16,534
36 Biweekly	977.73	1,002.67	1,028.24	1,054.47	1,081.36	1,108.95	1,137.23	1,166.24	1,195.98	1,226.49	1,257.77	1,289.85	1,322.75
36 Annual	25,421.00	26,069.39	26,734.31	27,416.20	28,115.48	28,832.59	29,567.99	30,322.16	31,095.55	31,888.68	32,702.03	33,536.13	34,391.50

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
37 Hourly	12,527.4	12,846.9	13,174.6	13,510.6	13,855.2	14,208.6	14,571.0	14,942.7	15,323.8	15,714.7	16,115.5	16,526.5	16,948.0
37 Biweekly	1,002.19	1,027.75	1,053.97	1,080.85	1,108.42	1,136.69	1,165.68	1,195.41	1,225.90	1,257.17	1,289.24	1,322.12	1,355.84
37 Annual	26,057.00	26,721.61	27,403.17	28,102.12	28,818.89	29,553.94	30,307.75	31,080.78	31,873.52	32,686.49	33,520.19	34,375.16	35,251.93
38 Hourly	12,840.4	13,187.9	13,503.8	13,848.2	14,201.4	14,563.6	14,935.1	15,316.0	15,706.7	16,107.3	16,518.1	16,939.4	17,371.5
38 Biweekly	1,027.23	1,053.43	1,080.30	1,107.85	1,136.11	1,165.08	1,194.81	1,225.28	1,256.53	1,288.58	1,321.45	1,355.15	1,389.72
38 Annual	26,706.00	27,389.22	28,087.81	28,804.21	29,538.89	30,292.31	31,064.95	31,857.29	32,669.84	33,503.12	34,357.65	35,233.98	36,132.66
39 Hourly	13,161.5	13,497.2	13,841.5	14,194.5	14,556.6	14,927.9	15,308.6	15,699.1	16,099.5	16,510.1	16,931.2	17,363.1	17,805.9
39 Biweekly	1,052.92	1,079.78	1,107.32	1,135.56	1,164.53	1,194.23	1,224.69	1,255.93	1,287.96	1,320.81	1,354.50	1,389.05	1,424.48
39 Annual	27,376.00	28,074.25	28,790.31	29,524.64	30,277.70	31,049.96	31,841.92	32,654.08	33,486.95	34,341.07	35,216.97	36,115.22	37,036.37
40 Hourly	13,490.4	13,834.5	14,187.3	14,549.2	14,920.3	15,300.8	15,691.1	16,091.3	16,501.7	16,922.6	17,354.3	17,796.9	18,250.8
40 Biweekly	1,079.23	1,106.76	1,134.99	1,163.94	1,193.62	1,224.07	1,255.29	1,287.31	1,320.14	1,353.81	1,388.34	1,423.75	1,460.07
40 Annual	28,060.00	28,775.70	29,509.65	30,262.32	31,034.20	31,825.75	32,637.50	33,466.95	34,323.64	35,199.10	36,096.88	37,017.57	37,961.74
41 Hourly	13,827.9	14,180.6	14,542.3	14,913.2	15,293.6	15,683.6	16,083.7	16,493.9	16,914.6	17,346.0	17,788.4	18,242.1	18,707.4
41 Biweekly	1,106.23	1,134.45	1,163.38	1,193.05	1,223.48	1,254.69	1,286.69	1,319.51	1,353.17	1,387.68	1,423.08	1,459.37	1,496.59
41 Annual	28,762.00	29,495.60	30,247.92	31,019.42	31,810.60	32,621.96	33,454.02	34,307.30	35,182.34	36,079.70	36,999.95	37,943.67	38,911.46
42 Hourly	14,173.6	14,535.1	14,905.8	15,286.0	15,675.9	16,075.7	16,485.7	16,906.2	17,337.4	17,779.6	18,233.1	18,698.2	19,175.1
42 Biweekly	1,133.88	1,162.81	1,192.46	1,222.88	1,254.07	1,286.06	1,318.86	1,352.50	1,386.99	1,422.37	1,458.65	1,495.85	1,534.01
42 Annual	29,481.00	30,232.94	31,004.06	31,794.85	32,605.81	33,437.46	34,290.31	35,164.92	36,061.84	36,981.63	37,924.88	38,892.20	39,884.18
43 Hourly	14,527.9	14,896.4	15,278.4	15,668.1	16,067.8	16,477.6	16,897.9	17,328.9	17,770.8	18,224.1	18,689.9	19,165.6	19,654.4
43 Biweekly	1,162.23	1,191.87	1,222.27	1,253.45	1,285.42	1,318.21	1,351.83	1,386.31	1,421.67	1,457.93	1,495.11	1,533.25	1,572.36
43 Annual	30,218.00	30,988.74	31,779.14	32,589.70	33,420.93	34,273.36	35,147.54	36,044.01	36,963.35	37,906.14	38,872.97	39,864.47	40,881.25
44 Hourly	14,890.9	15,270.7	15,660.2	16,059.6	16,469.2	16,889.3	17,320.1	17,761.8	18,214.8	18,679.4	19,155.9	19,644.5	20,145.5
44 Biweekly	1,191.27	1,221.65	1,252.81	1,284.77	1,317.54	1,351.14	1,385.60	1,420.95	1,457.19	1,494.35	1,532.47	1,571.56	1,611.64
44 Annual	30,973.00	31,763.00	32,573.14	33,403.95	34,255.96	35,129.69	36,025.71	36,944.58	37,886.89	38,853.23	39,844.22	40,860.49	41,902.67
45 Hourly	15,263.0	15,652.3	16,051.5	16,460.9	16,880.8	17,311.3	17,752.9	18,205.7	18,670.0	19,146.2	19,634.6	20,135.4	20,648.9
45 Biweekly	1,221.04	1,252.18	1,284.12	1,316.87	1,350.46	1,384.91	1,420.23	1,456.45	1,493.60	1,531.70	1,570.77	1,610.83	1,651.92
45 Annual	31,747.00	32,556.74	33,387.13	34,238.70	35,112.00	36,007.56	36,925.97	37,867.80	38,833.66	39,824.15	40,839.91	41,881.57	42,949.80
46 Hourly	15,644.7	16,043.7	16,453.0	16,872.6	17,303.0	17,744.3	18,196.9	18,661.0	19,137.0	19,625.1	20,125.6	20,639.0	21,165.4
46 Biweekly	1,251.58	1,283.50	1,316.24	1,349.81	1,384.24	1,419.54	1,455.75	1,492.88	1,530.96	1,570.01	1,610.05	1,651.12	1,693.23
46 Annual	32,541.00	33,370.99	34,222.15	35,095.02	35,990.16	36,908.12	37,849.50	38,814.89	39,804.90	40,820.16	41,861.32	42,929.04	44,023.99
47 Hourly	16,036.1	16,445.1	16,864.5	17,294.7	17,735.8	18,188.2	18,652.1	19,127.8	19,615.7	20,116.0	20,629.1	21,155.2	21,694.8
47 Biweekly	1,282.88	1,315.61	1,349.16	1,383.57	1,418.86	1,455.05	1,492.16	1,530.22	1,569.25	1,609.28	1,650.33	1,692.42	1,735.59
47 Annual	33,355.00	34,205.75	35,078.20	35,972.91	36,890.43	37,831.36	38,796.29	39,785.83	40,800.60	41,841.26	42,908.47	44,002.89	45,125.23
48 Hourly	16,437.0	16,856.3	17,286.2	17,727.1	18,179.2	18,642.9	19,118.4	19,606.1	20,106.1	20,619.0	21,144.9	21,684.2	22,237.3
48 Biweekly	1,314.96	1,348.50	1,382.90	1,418.17	1,454.34	1,491.43	1,529.47	1,568.49	1,608.49	1,649.52	1,691.59	1,734.74	1,778.98
48 Annual	34,189.00	35,061.02	35,955.29	36,872.37	37,812.83	38,777.29	39,766.34	40,780.62	41,820.77	42,887.45	43,981.34	45,103.13	46,253.53

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
49													
Hourly	16,847.6	17,277.3	17,718.0	18,169.9	18,633.3	19,108.6	19,596.0	20,095.8	20,608.4	21,134.0	21,673.0	22,225.8	22,792.7
Biweekly	1,347.81	1,382.18	1,417.44	1,453.59	1,490.67	1,528.69	1,567.68	1,607.66	1,648.67	1,690.72	1,733.84	1,778.07	1,823.42
Annual	35,043.00	35,936.81	36,853.41	37,793.39	38,757.35	39,745.90	40,759.66	41,799.27	42,865.40	43,958.73	45,079.94	46,226.75	47,408.99
50													
Hourly	17,268.8	17,709.2	18,160.9	18,624.1	19,099.1	19,586.3	20,085.8	20,598.2	21,123.5	21,662.3	22,214.8	22,781.4	23,362.5
Biweekly	1,381.50	1,416.74	1,452.87	1,489.93	1,527.93	1,566.97	1,606.87	1,647.85	1,689.88	1,732.98	1,777.19	1,822.52	1,869.00
Annual	35,919.00	36,835.15	37,774.67	38,738.15	39,726.20	40,739.46	41,778.56	42,844.16	43,936.95	45,057.60	46,206.84	47,385.39	48,594.01
51													
Hourly	17,700.5	18,151.9	18,614.9	19,089.7	19,576.6	20,075.9	20,588.0	21,113.1	21,651.6	22,203.9	22,770.2	23,351.0	23,946.6
Biweekly	1,416.04	1,452.16	1,489.19	1,527.18	1,566.13	1,606.08	1,647.04	1,689.05	1,732.13	1,776.31	1,821.62	1,868.08	1,915.73
Annual	36,817.00	37,556.05	38,719.06	39,706.63	40,719.39	41,757.97	42,823.05	43,915.30	45,035.40	46,184.07	47,362.05	48,570.05	49,808.89
52													
Hourly	18,143.3	18,608.0	19,086.0	19,567.3	20,066.3	20,578.2	21,103.0	21,641.3	22,193.3	22,759.3	23,339.8	23,935.1	24,545.6
Biweekly	1,451.46	1,488.48	1,526.45	1,565.38	1,605.31	1,646.25	1,688.24	1,731.30	1,775.46	1,820.75	1,867.19	1,914.81	1,963.65
Annual	37,738.00	38,700.55	39,687.64	40,699.91	41,738.01	42,802.58	43,894.30	45,013.87	46,161.99	47,339.40	48,546.84	49,785.07	51,054.89
53													
Hourly	18,596.6	19,071.0	19,557.4	20,056.2	20,567.8	21,092.4	21,630.4	22,182.1	22,747.8	23,328.0	23,923.0	24,533.2	25,159.0
Biweekly	1,487.73	1,525.88	1,564.59	1,604.50	1,645.42	1,687.39	1,730.43	1,774.56	1,819.83	1,866.24	1,913.84	1,962.66	2,012.72
Annual	38,681.00	39,667.80	40,679.36	41,716.93	42,780.96	43,872.13	44,991.13	46,138.68	47,315.49	48,522.32	49,759.93	51,029.11	52,330.65
54													
Hourly	19,061.5	19,547.7	20,046.3	20,557.6	21,081.9	21,619.7	22,171.1	22,736.6	23,315.5	23,912.2	24,521.1	25,146.5	25,787.9
Biweekly	1,524.92	1,563.82	1,603.70	1,644.61	1,686.56	1,729.57	1,773.59	1,818.93	1,865.32	1,912.90	1,961.69	2,011.72	2,063.03
Annual	39,648.00	40,659.26	41,696.32	42,759.82	43,850.46	44,968.91	46,115.88	47,292.11	48,498.35	49,735.35	51,003.89	52,304.80	53,638.89
55													
Hourly	19,538.0	20,036.3	20,547.4	21,071.4	21,609.9	22,160.0	22,725.3	23,304.9	23,899.3	24,508.9	25,134.0	25,775.1	26,432.5
Biweekly	1,563.04	1,602.81	1,643.79	1,685.72	1,728.71	1,772.80	1,818.02	1,864.39	1,911.94	1,960.71	2,010.72	2,062.01	2,114.60
Annual	40,639.00	41,675.54	42,738.51	43,828.60	44,946.50	46,092.90	47,268.55	48,474.18	49,710.56	50,978.48	52,278.73	53,612.16	54,979.59
56													
Hourly	20,026.4	20,537.2	21,061.1	21,598.2	22,149.1	22,714.1	23,293.4	23,887.5	24,496.8	25,121.6	25,762.4	26,419.5	27,093.3
Biweekly	1,602.12	1,642.98	1,684.88	1,727.86	1,771.93	1,817.13	1,863.47	1,911.00	1,959.74	2,009.73	2,060.99	2,113.56	2,167.47
Annual	41,655.00	42,717.45	43,807.00	44,924.35	46,070.19	47,245.25	48,450.29	49,686.06	50,953.35	52,252.97	53,585.74	54,952.49	56,354.11
57													
Hourly	20,527.4	21,051.0	21,587.9	22,138.5	22,703.2	23,282.3	23,876.1	24,485.1	25,108.6	25,750.0	26,408.8	27,080.4	27,771.1
Biweekly	1,642.19	1,684.08	1,727.03	1,771.08	1,815.26	1,862.58	1,910.09	1,958.81	2,008.77	2,060.00	2,112.55	2,166.43	2,221.68
Annual	42,697.00	43,786.03	44,902.84	46,048.13	47,222.63	48,427.09	49,662.27	50,928.96	52,227.95	53,560.08	54,926.18	56,327.13	57,763.81
58													
Hourly	21,040.4	21,577.0	22,127.4	22,691.8	23,270.5	23,864.1	24,472.8	25,097.0	25,737.1	26,393.5	27,066.7	27,757.1	28,465.1
Biweekly	1,683.23	1,726.16	1,770.19	1,815.34	1,861.64	1,909.13	1,957.82	2,007.76	2,058.97	2,111.48	2,165.34	2,220.57	2,277.21
Annual	43,764.00	44,880.24	46,024.96	47,198.87	48,402.73	49,637.29	50,903.34	52,201.68	53,533.13	54,898.55	56,298.79	57,734.75	59,207.33
59													
Hourly	21,566.3	22,116.4	22,680.5	23,259.0	23,852.3	24,460.6	25,084.5	25,724.3	26,380.5	27,053.3	27,743.3	28,451.0	29,176.6
Biweekly	1,725.31	1,769.31	1,814.44	1,860.72	1,908.18	1,956.85	2,006.76	2,057.95	2,110.44	2,164.26	2,219.47	2,276.08	2,334.13
Annual	44,858.00	46,002.15	47,175.48	48,378.74	49,612.68	50,878.11	52,175.80	53,506.60	54,871.34	56,270.89	57,706.13	59,177.98	60,687.38
60													
Hourly	22,105.8	22,686.6	23,247.8	23,840.8	24,448.9	25,072.4	25,711.9	26,367.7	27,040.3	27,730.0	28,437.3	29,162.6	29,908.4
Biweekly	1,768.46	1,813.57	1,859.82	1,907.26	1,955.91	2,005.80	2,056.96	2,109.42	2,163.22	2,218.40	2,274.98	2,333.01	2,392.51
Annual	45,980.00	47,152.77	48,355.44	49,588.80	50,853.61	52,150.58	53,480.84	54,844.92	56,243.79	57,676.35	59,149.49	60,658.16	62,205.31

100

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
61	Hourly Biweekly Annual	22,6592 1,858.89 48,331.07	23,2361 1,906.30 49,563.80	23,8288 1,954.92 50,827.98	24,4365 2,003.79 52,124.40	25,0598 2,053.89 53,453.88	25,6990 2,106.36 54,817.28	26,3545 2,161.06 56,215.45	27,0267 2,215.10 57,649.28	27,7180 2,271.28 59,119.68	28,4229 2,329.53 60,627.59	29,1479 2,391.83 62,173.95	29,8913 2,451.08 63,759.76
62	Hourly Biweekly Annual	23,2245 1,857.96 48,307.00	23,8169 1,905.35 49,539.12	24,4244 1,953.95 50,802.86	25,0473 2,003.79 52,098.44	25,6862 2,054.89 53,427.26	26,3413 2,107.31 54,789.97	27,0132 2,161.06 56,187.45	27,7022 2,216.18 57,620.56	28,4088 2,272.70 59,090.23	29,1334 2,330.67 60,597.39	29,8764 2,390.11 62,142.99	30,6385 2,451.08 63,728.01
63	Hourly Biweekly Annual	23,8053 1,904.42 49,515.00	24,4125 1,953.00 50,777.93	25,0351 2,002.81 52,073.07	25,6737 2,053.89 53,401.25	26,3285 2,106.28 54,763.30	27,0000 2,160.00 56,160.09	27,6887 2,215.10 57,592.51	28,3949 2,271.59 59,061.47	29,1192 2,329.53 60,567.89	29,8619 2,388.95 62,112.73	30,6235 2,449.88 63,696.98	31,4046 2,512.37 65,321.63
64	Hourly Biweekly Annual	24,4005 1,952.04 50,753.00	25,0228 2,001.83 52,047.51	25,6611 2,052.89 53,375.03	26,3156 2,105.25 54,736.41	26,9868 2,158.94 56,132.52	27,6751 2,214.01 57,564.24	28,3810 2,270.48 59,032.47	29,1049 2,328.39 60,538.15	29,8472 2,387.78 62,082.24	30,6085 2,448.68 63,665.71	31,3892 2,511.14 65,289.57	32,1898 2,575.19 66,954.84
65	Hourly Biweekly Annual	25,0106 2,000.85 52,022.00	25,6485 2,051.88 53,348.87	26,3027 2,104.21 54,709.59	26,9736 2,157.89 56,105.01	27,6616 2,212.92 57,536.03	28,3671 2,269.37 59,003.54	29,0906 2,327.25 60,508.48	29,8326 2,386.61 62,051.81	30,5935 2,447.48 63,634.51	31,3738 2,509.91 65,257.57	32,1741 2,573.92 66,922.03	32,9947 2,639.57 68,628.94
66	Hourly Biweekly Annual	25,6356 2,050.85 53,322.00	26,2894 2,103.16 54,682.03	26,9600 2,156.80 56,076.75	27,6476 2,211.81 57,507.04	28,3528 2,268.22 58,973.82	29,0760 2,326.08 60,478.01	29,8176 2,385.41 62,020.56	30,5781 2,446.25 63,602.45	31,3580 2,508.64 65,224.70	32,1578 2,572.63 66,888.32	32,9781 2,638.25 68,594.37	33,8192 2,705.54 70,343.94
67	Hourly Biweekly Annual	26,2764 2,102.12 54,655.00	26,9466 2,155.73 56,049.03	27,6340 2,210.72 57,478.52	28,3388 2,267.10 58,944.67	29,0616 2,324.93 60,448.11	29,8028 2,394.23 61,989.90	30,5630 2,445.04 63,571.01	31,3425 2,507.40 65,192.46	32,1419 2,571.36 66,856.25	32,9618 2,636.94 68,580.46	33,8025 2,704.20 70,306.17	34,6847 2,773.17 72,102.47
68	Hourly Biweekly Annual	26,9337 2,154.69 56,022.00	27,6206 2,209.65 57,450.90	28,3251 2,266.01 58,916.24	29,0476 2,323.81 60,418.96	29,7885 2,383.08 61,960.00	30,5482 2,443.86 63,540.36	31,3274 2,506.19 65,161.02	32,1264 2,570.12 66,823.01	32,9459 2,635.67 68,527.40	33,7862 2,702.89 70,275.26	34,6479 2,771.83 72,087.70	35,5317 2,842.53 73,905.86
69	Hourly Biweekly Annual	27,6067 2,208.54 57,422.00	28,3109 2,264.87 58,886.61	29,0330 2,322.64 60,388.57	29,7735 2,381.88 61,928.84	30,5329 2,442.63 63,508.40	31,3117 2,504.93 65,128.24	32,1103 2,568.82 66,789.40	32,9293 2,634.34 68,492.93	33,7692 2,701.54 70,239.91	34,6305 2,770.44 72,031.45	35,5138 2,841.10 73,868.69	36,4196 2,913.57 75,752.78
70	Hourly Biweekly Annual	28,2971 2,263.77 58,858.00	29,0189 2,321.51 60,359.23	29,7590 2,380.72 61,898.75	30,5181 2,441.44 63,477.54	31,2964 2,503.72 65,096.60	32,0947 2,567.58 66,756.96	32,9133 2,633.06 68,459.66	33,7528 2,700.22 70,205.79	34,6137 2,769.09 71,986.46	35,4965 2,839.72 73,832.80	36,4019 2,912.15 75,715.98	37,3304 2,986.43 77,647.19
71	Hourly Biweekly Annual	29,0043 2,320.35 60,329.00	29,7441 2,379.53 61,867.75	30,5028 2,440.22 63,445.75	31,2808 2,502.46 65,084.00	32,0786 2,566.29 66,723.52	32,8968 2,631.75 68,425.37	33,7359 2,698.87 70,170.63	34,5963 2,767.71 71,960.40	35,4788 2,838.30 73,795.82	36,3837 2,910.69 75,678.06	37,3117 2,984.83 77,608.30	38,2634 3,061.07 79,587.78
72	Hourly Biweekly Annual	29,7298 2,378.38 61,838.00	30,4881 2,439.05 63,415.24	31,2657 2,501.26 65,032.71	32,0632 2,565.06 66,691.43	32,8810 2,630.48 68,382.47	33,7197 2,697.57 70,136.88	34,5787 2,766.38 71,925.79	35,4617 2,836.94 73,760.33	36,3662 2,909.29 75,641.67	37,2937 2,983.50 77,570.98	38,2450 3,059.60 79,549.51	39,2204 3,137.63 81,578.50
													83,659.24

101

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
73	Hourly	30,473.1	32,047.4	32,864.8	33,703.0	34,562.7	35,444.2	36,348.3	37,275.4	38,226.1	39,201.1	40,201.0	41,226.3
	Biweekly	2,437.85	2,563.79	2,629.18	2,696.24	2,765.01	2,835.54	2,907.86	2,982.03	3,058.09	3,136.09	3,216.08	3,298.11
	Annual	63,384.00	66,658.58	68,358.77	70,102.33	71,890.36	73,724.00	75,604.40	77,532.77	79,510.32	81,538.31	83,618.02	85,750.79
74	Hourly	31,234.6	32,848.3	33,686.1	34,545.3	35,426.4	36,330.0	37,256.6	38,206.9	39,181.4	40,180.8	41,205.6	42,256.6
	Biweekly	2,498.77	2,627.86	2,694.89	2,763.62	2,834.11	2,906.40	2,980.53	3,056.55	3,134.51	3,214.46	3,296.45	3,380.53
	Annual	64,968.00	68,324.41	70,067.10	71,854.23	73,686.94	75,566.40	77,493.80	79,470.35	81,487.32	83,575.99	85,707.68	87,893.74
75	Hourly	32,015.4	32,832.0	33,669.4	34,528.2	35,408.8	36,312.0	37,238.1	38,187.9	39,162.0	40,160.8	41,185.2	42,235.6
	Biweekly	2,561.23	2,626.56	2,693.55	2,762.25	2,832.71	2,904.96	2,979.05	3,055.03	3,132.96	3,212.87	3,294.81	3,378.85
	Annual	66,592.00	68,290.50	70,032.31	71,818.56	73,650.36	75,528.89	77,455.33	79,430.90	81,456.87	83,534.51	85,665.14	87,850.11
76	Hourly	32,815.9	33,652.9	34,511.2	35,391.5	36,294.2	37,219.9	38,169.2	39,142.7	40,141.1	41,165.0	42,214.9	43,291.6
	Biweekly	2,625.27	2,692.23	2,760.90	2,831.32	2,903.53	2,977.59	3,053.54	3,131.42	3,211.29	3,293.20	3,377.19	3,463.33
	Annual	68,257.00	69,987.96	71,783.33	73,614.24	75,491.84	77,417.34	79,391.94	81,416.91	83,483.53	85,623.12	87,807.02	90,046.63
77	Hourly	33,636.5	34,494.5	35,374.3	36,276.5	37,201.8	38,150.7	39,123.8	40,121.6	41,145.0	42,194.4	43,270.6	44,374.3
	Biweekly	2,690.92	2,759.56	2,829.94	2,902.12	2,976.15	3,052.05	3,129.90	3,209.73	3,291.60	3,375.55	3,461.65	3,549.94
	Annual	69,964.00	71,748.50	73,578.52	75,455.21	77,379.77	79,353.42	81,377.41	83,453.02	85,581.58	87,764.42	90,002.94	92,298.55
78	Hourly	34,477.4	35,356.8	36,256.6	37,183.4	38,131.8	39,104.4	40,101.8	41,124.6	42,173.6	43,249.2	44,352.3	45,483.6
	Biweekly	2,758.19	2,828.54	2,900.69	2,974.67	3,050.54	3,128.35	3,208.14	3,289.97	3,373.88	3,459.94	3,548.19	3,638.69
	Annual	71,713.00	73,542.11	75,417.88	77,341.49	79,314.16	81,337.14	83,411.73	85,539.23	87,720.99	89,968.40	92,252.88	94,605.89
79	Hourly	35,339.4	36,240.8	37,165.1	38,113.1	39,085.2	40,082.1	41,104.4	42,152.8	43,228.0	44,330.6	45,461.3	46,620.8
	Biweekly	2,827.15	2,899.26	2,973.21	3,049.05	3,126.82	3,206.57	3,288.35	3,372.23	3,458.24	3,546.45	3,636.90	3,729.66
	Annual	73,506.00	75,380.84	77,303.51	79,275.21	81,297.20	83,370.77	85,497.23	87,677.92	89,914.23	92,207.58	94,559.43	96,971.26
80	Hourly	36,222.6	37,146.5	38,093.9	39,065.6	40,062.0	41,083.8	42,131.7	43,206.3	44,308.3	45,438.4	46,597.4	47,785.9
	Biweekly	2,897.81	2,971.72	3,047.52	3,125.25	3,204.96	3,286.70	3,370.53	3,456.50	3,544.67	3,635.08	3,727.79	3,822.87
	Annual	75,343.00	77,264.70	79,235.41	81,266.39	83,328.92	85,454.30	87,633.90	89,869.09	92,161.29	94,511.96	96,922.58	99,394.69
81	Hourly	37,128.4	38,075.4	39,046.5	40,042.4	41,063.8	42,111.1	43,185.2	44,286.7	45,416.3	46,574.7	47,762.6	48,980.8
	Biweekly	2,970.27	3,046.03	3,123.72	3,203.39	3,285.10	3,368.89	3,454.82	3,542.94	3,633.30	3,725.97	3,821.01	3,918.47
	Annual	77,227.00	79,196.75	81,216.74	83,288.26	85,412.61	87,591.14	89,825.24	92,116.33	94,465.84	96,875.29	99,346.19	101,880.12
82	Hourly	38,056.3	39,026.9	40,022.3	41,043.1	42,090.0	43,163.5	44,264.5	45,393.5	46,551.3	47,738.6	48,956.2	50,204.9
	Biweekly	3,044.50	3,122.15	3,201.79	3,283.45	3,367.20	3,453.08	3,541.16	3,631.48	3,724.10	3,819.09	3,916.50	4,016.39
	Annual	79,157.00	81,175.98	83,246.45	85,369.74	87,547.18	89,780.16	92,070.09	94,418.43	96,826.66	99,296.33	101,828.98	104,426.23
83	Hourly	39,007.7	40,002.6	41,022.9	42,069.3	43,142.3	44,242.7	45,371.1	46,528.4	47,715.1	48,932.1	50,180.2	51,460.1
	Biweekly	3,120.62	3,200.21	3,281.83	3,365.54	3,451.38	3,539.41	3,629.69	3,722.27	3,817.21	3,914.57	4,014.42	4,116.81
	Annual	81,136.00	83,205.45	85,327.69	87,504.06	89,735.94	92,024.74	94,371.93	96,778.98	99,247.42	101,778.83	104,374.80	107,036.98
84	Hourly	39,983.2	41,003.0	42,048.8	43,121.3	44,221.2	45,349.1	46,505.7	47,691.9	48,908.3	50,155.8	51,435.1	52,747.0
	Biweekly	3,198.65	3,280.24	3,363.90	3,449.70	3,537.69	3,627.92	3,720.46	3,815.35	3,912.67	4,012.46	4,114.81	4,219.76
	Annual	83,165.00	85,286.21	87,461.52	89,692.31	91,980.00	94,326.04	96,731.92	99,199.17	101,729.34	104,324.05	106,984.94	109,713.70

102

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
85	Hourly	40,982.7	42,028.0	43,100.0	44,199.3	45,326.6	46,482.7	47,668.3	48,884.1	50,131.0	51,409.6	52,720.8	54,065.6
	Biweekly	3,278.62	3,362.24	3,448.00	3,535.94	3,626.13	3,718.62	3,813.46	3,910.73	4,010.48	4,112.77	4,217.67	4,325.25
	Annual	85,244.00	87,418.23	89,647.92	91,934.48	94,279.36	96,684.05	99,150.08	101,679.00	104,272.42	106,932.00	109,659.40	112,456.38
86	Hourly	42,007.2	43,078.6	44,177.4	45,304.2	46,459.7	47,644.7	48,860.0	50,106.2	51,384.2	52,694.8	54,033.8	55,417.1
	Biweekly	3,360.58	3,446.29	3,534.19	3,624.34	3,716.78	3,811.58	3,909.80	4,010.74	4,114.74	4,221.58	4,331.37	4,443.45
	Annual	87,375.00	89,603.59	91,889.02	94,232.74	96,636.24	99,101.04	101,628.71	104,220.85	106,879.11	109,605.17	112,400.76	115,267.65
87	Hourly	43,057.2	44,155.4	45,281.7	46,436.6	47,621.0	48,835.6	50,081.2	51,358.6	52,668.6	54,011.9	55,389.6	56,802.3
	Biweekly	3,444.56	3,532.43	3,622.53	3,714.93	3,809.68	3,906.85	4,006.50	4,108.69	4,213.49	4,320.95	4,431.17	4,544.19
	Annual	89,559.00	91,843.29	94,185.85	96,588.15	99,051.73	101,578.14	104,168.99	106,825.93	109,550.63	112,344.83	115,210.30	118,148.85
88	Hourly	44,133.7	45,259.3	46,413.7	47,597.5	48,811.6	50,056.5	51,333.3	52,642.6	53,985.3	55,362.3	56,774.3	58,222.4
	Biweekly	3,530.69	3,620.75	3,713.10	3,807.80	3,904.92	4,004.52	4,106.66	4,211.41	4,318.82	4,428.98	4,541.95	4,657.79
	Annual	91,798.00	94,139.40	96,540.52	99,002.88	101,528.05	104,117.62	106,773.25	109,496.61	112,289.43	115,153.48	118,090.59	121,102.60
89	Hourly	45,237.0	46,390.8	47,574.1	48,787.5	50,031.9	51,308.0	52,616.7	53,958.7	55,335.0	56,746.3	58,193.7	59,678.0
	Biweekly	3,618.96	3,711.27	3,805.93	3,903.00	4,002.55	4,104.64	4,209.33	4,316.70	4,426.80	4,539.71	4,655.50	4,774.24
	Annual	94,083.00	96,492.94	98,954.08	101,478.01	104,066.31	106,720.62	109,442.64	112,234.08	115,096.72	118,032.38	121,042.91	124,130.24
90	Hourly	46,368.3	47,550.9	48,763.8	50,007.5	51,283.0	52,591.1	53,932.4	55,308.0	56,718.7	58,165.4	59,649.0	61,170.4
	Biweekly	3,709.46	3,804.08	3,901.10	4,000.60	4,102.64	4,207.28	4,314.60	4,424.64	4,537.50	4,653.23	4,771.92	4,893.63
	Annual	96,446.00	98,905.95	101,428.65	104,015.69	106,668.71	109,389.40	112,179.49	115,040.74	117,974.97	120,984.04	124,069.86	127,234.38
91	Hourly	47,527.4	48,739.6	49,982.8	51,257.7	52,565.0	53,905.8	55,280.7	56,690.7	58,136.6	59,618.4	61,140.1	62,699.5
	Biweekly	3,802.19	3,899.17	3,998.62	4,100.61	4,205.20	4,312.46	4,422.45	4,535.25	4,650.93	4,769.56	4,891.21	5,015.96
	Annual	98,857.00	101,378.45	103,964.21	106,615.92	109,335.26	112,123.97	114,983.80	117,916.58	120,924.16	124,008.45	127,171.41	130,415.04
92	Hourly	48,715.4	49,957.9	51,232.1	52,538.9	53,878.9	55,253.2	56,662.5	58,107.7	59,589.8	61,109.7	62,668.3	64,266.8
	Biweekly	3,897.23	3,996.63	4,098.57	4,203.11	4,310.31	4,420.25	4,533.00	4,648.61	4,767.18	4,888.77	5,013.47	5,141.34
	Annual	101,328.00	103,912.47	106,562.86	109,280.86	112,068.17	114,926.58	117,857.90	120,863.99	123,946.74	127,108.13	130,350.15	133,674.86
93	Hourly	49,933.2	51,206.8	52,512.8	53,852.2	55,225.8	56,634.4	58,078.9	59,560.3	61,079.4	62,637.3	64,234.9	65,873.3
	Biweekly	3,994.65	4,096.54	4,201.03	4,308.18	4,418.06	4,530.75	4,646.31	4,764.82	4,886.35	5,010.98	5,138.79	5,269.86
	Annual	103,861.00	106,510.08	109,226.72	112,012.66	114,869.66	117,799.52	120,804.12	123,886.35	127,045.17	130,285.58	133,608.64	137,016.47
94	Hourly	51,181.7	52,487.2	53,825.9	55,198.8	56,606.7	58,050.5	59,531.1	61,049.5	62,606.7	64,203.5	65,841.1	67,520.4
	Biweekly	4,094.54	4,198.97	4,306.07	4,415.90	4,528.54	4,644.04	4,762.49	4,883.96	5,008.53	5,136.28	5,267.29	5,401.63
	Annual	106,458.00	109,173.32	111,957.89	114,813.49	117,741.92	120,745.05	123,824.77	126,963.05	130,221.88	133,543.32	136,949.47	140,442.50
95	Hourly	52,461.1	53,799.1	55,171.3	56,578.5	58,021.6	59,501.5	61,019.2	62,575.5	64,171.6	65,808.3	67,488.8	69,208.2
	Biweekly	4,196.88	4,303.93	4,413.71	4,526.28	4,641.73	4,760.12	4,881.53	5,006.04	5,133.73	5,264.67	5,398.95	5,536.65
	Annual	109,119.00	111,902.19	114,756.37	117,683.34	120,684.97	123,763.16	126,919.87	130,157.09	133,476.87	136,881.33	140,372.63	143,952.97
96	Hourly	53,772.6	55,144.1	56,550.6	57,993.0	59,472.2	60,989.1	62,544.7	64,139.9	65,775.9	67,453.6	69,174.0	70,938.4
	Biweekly	4,301.81	4,411.53	4,524.05	4,638.44	4,757.77	4,879.13	5,003.57	5,131.19	5,262.07	5,396.28	5,533.92	5,675.07
	Annual	111,847.00	114,699.77	117,625.30	120,625.45	123,702.13	126,857.27	130,092.89	133,411.04	136,813.83	140,303.40	143,881.98	147,551.83

103

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
97	Hourly	55,1173	56,5231	57,9648	59,4433	60,9594	62,5142	64,1087	65,7439	67,4208	69,1404	70,9039	72,7124	74,5670
	Biweekly	4,409.38	4,521.85	4,637.18	4,755.46	4,876.75	5,001.14	5,128.70	5,259.51	5,393.66	5,531.23	5,672.31	5,816.99	5,965.36
	Annual	114,644.00	117,568.11	120,566.80	123,641.98	126,795.59	130,029.64	133,346.18	136,747.30	140,235.18	143,812.02	147,480.09	151,241.71	155,099.29
98	Hourly	56,4952	57,9362	59,4139	60,9293	62,4834	64,0771	65,7114	67,3874	69,1062	70,8688	72,6784	74,5301	76,4311
	Biweekly	4,519.82	4,634.89	4,753.11	4,874.34	4,998.67	5,126.16	5,256.91	5,390.99	5,528.50	5,669.51	5,814.11	5,962.41	6,114.49
	Annual	117,510.00	120,507.21	123,580.87	126,732.92	129,965.37	133,280.27	136,679.71	140,165.87	143,740.94	147,407.19	151,166.96	155,022.63	158,976.63
99	Hourly	57,5072	59,3842	60,8988	62,4521	64,0450	65,6786	67,3538	69,0717	70,8334	72,6401	74,4929	76,3929	78,3414
	Biweekly	4,632.58	4,750.74	4,871.91	4,996.17	5,123.60	5,254.29	5,388.30	5,525.74	5,666.67	5,811.21	5,959.43	6,111.43	6,267.31
	Annual	120,447.00	123,519.12	126,669.60	129,900.43	133,213.68	136,611.42	140,095.83	143,669.12	147,333.54	151,091.43	154,945.17	158,897.20	162,950.03
100	Hourly	59,3553	60,8692	62,4217	64,0139	65,6466	67,3210	69,0381	70,7990	72,6048	74,4566	76,3557	78,3032	80,3004
	Biweekly	4,748.42	4,869.54	4,993.74	5,121.11	5,251.73	5,385.68	5,523.05	5,663.92	5,808.38	5,956.53	6,108.46	6,264.26	6,424.03
	Annual	123,459.00	126,607.95	129,837.21	133,148.84	136,544.93	140,027.64	143,599.19	147,261.83	151,017.89	154,869.75	158,819.86	162,870.72	167,024.90
101	Hourly	60,8339	62,3907	63,9820	65,6140	67,2875	69,0037	70,7638	72,5687	74,4196	76,3177	78,2643	80,2605	82,3076
	Biweekly	4,867.12	4,991.26	5,118.56	5,249.12	5,383.00	5,520.30	5,661.10	5,805.49	5,963.57	6,105.42	6,261.14	6,420.84	6,584.61
	Annual	126,545.00	129,772.66	133,082.64	136,477.04	139,958.03	143,527.80	147,188.62	150,942.81	154,792.76	158,740.90	162,789.75	166,941.86	171,199.88
102	Hourly	62,3601	63,9507	65,5818	67,2545	68,9899	70,7290	72,5331	74,3831	76,2803	78,2259	80,2211	82,2673	84,3656
	Biweekly	4,988.81	5,116.05	5,246.54	5,380.36	5,517.59	5,658.32	5,802.64	5,950.85	6,102.42	6,258.07	6,417.69	6,581.38	6,749.25
	Annual	129,709.00	133,017.36	136,410.10	139,899.37	143,457.39	147,116.42	150,868.77	154,716.83	158,663.03	162,709.89	166,859.97	171,115.90	175,480.39
103	Hourly	63,9138	65,5491	67,2210	68,9355	70,6938	72,4969	74,3460	76,2423	78,1869	80,1811	82,2262	84,3235	86,4742
	Biweekly	5,113.50	5,243.92	5,377.68	5,514.84	5,655.50	5,799.75	5,947.68	6,099.38	6,254.95	6,414.49	6,578.10	6,745.88	6,917.94
	Annual	132,951.00	136,342.05	139,819.59	143,385.83	147,043.03	150,793.51	154,639.64	158,583.88	162,628.72	166,776.73	171,030.54	175,392.84	179,866.41
104	Hourly	65,5168	67,1879	68,9016	70,6590	72,4612	74,3094	76,2048	78,1484	80,1417	82,1858	84,2820	86,4317	88,6362
	Biweekly	5,241.35	5,375.03	5,512.13	5,652.72	5,796.90	5,944.75	6,096.38	6,251.87	6,411.34	6,574.86	6,742.56	6,914.54	7,090.90
	Annual	136,275.00	139,750.83	143,315.31	146,970.72	150,719.35	154,563.60	158,505.90	162,548.75	166,694.72	170,946.43	175,306.59	179,777.96	184,363.38
105	Hourly	67,1548	68,8677	70,6242	72,4295	74,2728	76,1672	78,1099	80,1022	82,1453	84,2405	86,3891	88,5926	90,8522
	Biweekly	5,372.38	5,509.41	5,649.94	5,794.04	5,941.83	6,093.38	6,248.80	6,408.18	6,571.62	6,739.24	6,911.13	7,087.41	7,266.18
	Annual	139,682.00	143,244.73	146,898.33	150,645.12	154,487.47	158,427.83	162,468.69	166,612.62	170,862.24	175,220.25	179,689.42	184,272.58	188,972.63
106	Hourly	68,8337	70,5893	72,3898	74,2361	76,1296	78,0714	80,0627	82,1047	84,1989	86,3465	88,5488	90,8074	93,1235
	Biweekly	5,506.69	5,647.15	5,791.18	5,938.89	6,090.37	6,245.71	6,405.01	6,566.38	6,735.91	6,907.72	7,083.91	7,264.59	7,449.88
	Annual	143,174.00	146,825.80	150,570.73	154,411.19	158,349.60	162,398.47	166,530.35	170,777.87	175,133.73	179,600.69	184,181.59	188,879.32	193,696.88
107	Hourly	70,5543	72,3539	74,1993	76,0919	78,0327	80,0230	82,0640	84,1572	86,3037	88,5049	90,7623	93,0773	95,4514
	Biweekly	5,644.35	5,788.31	5,935.95	6,087.35	6,242.61	6,401.84	6,565.12	6,732.57	6,904.29	7,080.40	7,260.99	7,446.19	7,636.11
	Annual	146,763.00	150,496.08	154,334.64	158,271.09	162,307.96	166,447.78	170,593.20	175,046.90	179,511.65	184,090.27	188,785.68	193,600.85	198,538.83
108	Hourly	72,3183	74,1628	76,0544	77,9843	79,9836	82,0236	84,1157	86,2612	88,4614	90,7177	93,0315	95,4044	97,8378
	Biweekly	5,785.46	5,933.03	6,084.35	6,239.54	6,398.69	6,561.89	6,729.26	6,900.90	7,076.91	7,257.41	7,442.52	7,632.35	7,827.02
	Annual	150,422.00	154,258.66	158,193.19	162,228.06	166,365.85	170,609.18	174,960.73	179,423.28	183,999.65	188,692.75	193,505.55	198,441.10	203,502.54

104

City of Banning
Salary Schedule
2.5506% Between Steps

APPENDIX "A"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
109													
Hourly	74,1284	76,0171	77,9560	79,9443	81,9834	84,0745	86,2189	88,4180	90,6732	92,9859	95,3576	97,7898	100,2840
Biweekly	5,930.12	6,081.37	6,236.48	6,395.55	6,558.67	6,725.96	6,897.51	7,073.44	7,253.85	7,438.87	7,628.61	7,823.18	8,022.72
Annual	154,183.00	158,115.59	162,148.48	166,284.25	170,525.49	174,874.92	179,335.28	183,908.40	188,600.19	193,410.63	198,343.76	203,402.72	208,590.71
110													
Hourly	75,9793	77,9173	79,9046	81,9427	84,0327	86,1760	88,3740	90,6281	92,9397	95,3102	97,7412	100,2341	102,7907
Biweekly	6,078.35	6,233.38	6,392.37	6,555.41	6,722.62	6,894.08	7,069.92	7,250.25	7,435.17	7,624.81	7,819.29	8,018.73	8,223.26
Annual	158,037.00	162,067.89	166,201.60	170,440.73	174,787.98	179,246.14	183,817.99	188,506.45	193,314.50	198,245.18	203,301.62	208,487.03	213,804.70
111													
Hourly	77,8788	79,8652	81,9023	83,9913	86,1335	88,3305	90,5834	92,8938	95,2632	97,6930	100,1847	102,7400	105,3605
Biweekly	6,230.31	6,389.22	6,552.18	6,719.30	6,890.68	7,066.44	7,246.67	7,431.51	7,621.06	7,815.44	8,014.78	8,219.20	8,428.84
Annual	161,988.00	166,119.67	170,356.71	174,701.83	179,157.78	183,727.38	188,413.53	193,219.20	198,147.45	203,201.40	208,384.25	213,699.30	219,149.92
112													
Hourly	79,8260	81,8620	83,9500	86,0912	88,2870	90,5389	92,8482	95,2164	97,6450	100,1355	102,6895	105,3087	107,9947
Biweekly	6,386.08	6,548.96	6,716.00	6,887.30	7,062.96	7,243.11	7,427.85	7,617.31	7,811.60	8,010.84	8,215.16	8,424.70	8,639.58
Annual	166,038.00	170,272.97	174,615.95	179,069.70	183,637.05	188,320.90	193,124.21	198,060.04	203,101.50	208,261.81	213,594.25	219,042.18	224,629.07
113													
Hourly	81,8216	83,9086	86,0487	88,2435	90,4942	92,8024	95,1694	97,5968	100,0861	102,6389	105,2568	107,9415	110,6946
Biweekly	6,545.73	6,712.69	6,883.90	7,059.48	7,239.54	7,424.19	7,613.55	7,807.74	8,006.89	8,211.11	8,420.54	8,635.32	8,855.57
Annual	170,189.00	174,529.84	178,981.40	183,546.50	188,228.04	193,028.98	197,952.38	203,001.35	208,179.10	213,488.92	218,934.17	224,518.30	230,244.87
114													
Hourly	83,8673	86,0064	88,2001	90,4497	92,7568	95,1226	97,5488	100,0369	102,5884	105,2050	107,8884	110,6402	113,4622
Biweekly	6,709.38	6,880.51	7,056.01	7,235.98	7,420.54	7,609.81	7,803.90	8,002.95	8,207.07	8,416.40	8,631.07	8,851.22	9,076.98
Annual	174,444.00	178,893.37	183,456.22	188,135.46	192,934.04	197,855.02	202,901.51	208,076.71	213,383.92	218,826.49	224,407.87	230,131.62	236,001.36
115													
Hourly	85,9639	88,1565	90,4051	92,7109	95,0756	97,5006	99,9875	102,5377	105,1531	107,8351	110,5855	113,4061	116,2987
Biweekly	6,877.12	7,052.52	7,232.40	7,416.87	7,606.05	7,800.05	7,999.00	8,203.02	8,412.25	8,626.81	8,846.84	9,072.49	9,303.89
Annual	178,805.00	183,365.60	188,042.52	192,838.74	197,757.28	202,801.28	207,973.93	213,278.51	218,718.39	224,297.02	230,017.94	235,884.78	241,901.26
116													
Hourly	88,1130	90,3604	92,6651	95,0286	97,4524	99,9381	102,4871	105,1011	107,7818	110,5309	113,3501	116,2412	119,2061
Biweekly	7,049.04	7,228.83	7,413.21	7,602.29	7,796.20	7,995.04	8,198.97	8,408.09	8,622.55	8,842.47	9,068.01	9,299.30	9,536.49
Annual	183,275.00	187,949.61	192,743.45	197,659.57	202,701.07	207,871.17	213,173.13	218,610.32	224,186.20	229,904.29	235,768.23	241,781.74	247,948.62

105

APPENDIX "B"
CLASS SERIES LIST – UTILITY EMPLOYEES

ELECTRICAL UTILITY/SKILLED	TECHNICAL	PUBLIC BENEFITS	TECHNICAL/SKILLED
Sr. Electrical Service Planner* Powerline Crew Supervisor	Substation Test Technician Meter Test Technician	Public Benefits Coordinator	AutoCAD/GIS Technician
* Sr. Electrical Service Planner can bump a Sr. Powerline Crew Supervisor			
Powerline Technician*	Apprentice Meter Technician	Utility Services Assistant	
Electrical Service Planner*			
*equal salary ranges.			
Powerline Apprentice			
Electrical Service Worker			
Field Service Representative			

WATER UTILITY/SKILLED	WASTEWATER UTILITY/SKILLED	
Assistant Water Superintendent	Wastewater Collections Systems Supervisor	
Water Crew Supervisor	Wastewater Collections Systems Specialist	
Water Crew Lead	Wastewater Collections Systems Technician	
Lead Field Service Representative		
Water Service Worker		
Field Service Representative		

106

CITY COUNCIL AGENDA

Date: May 28th, 2013

TO: Mayor and City Council Members

FROM: June Overholt, Administrative Services Director/Deputy City Manager

SUBJECT: Resolution No. 2013-57 Approving an Advance to the San Gorgonio Child Care Consortium in the Amount of \$25,000

RECOMMENDATION:

The City Council adopt Resolution No. 2013-57 approving a short-term loan to the San Gorgonio Child Care Consortium (Consortium) which would be funded on July 1, 2013 and expire September 30, 2013, in the amount of \$25,000.

BACKGROUND:

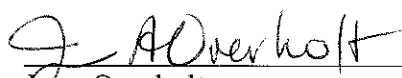
For the past eighteen years, the City has provided a short-term interest free loan to allow the Consortium to continue operations pending its first payment from the State. In the current fiscal year the loan was funded on July 3rd, 2012 and repaid on August 9th, 2012. Staff will monitor and work with the Consortium if the State causes a delay in repayment.

State funding to the Consortium is granted once the Governor signs the State Budget. Actual receipt of the funding has often been delayed until August or later. The State Department of Education provides funding to local child care facilities. The Consortium provides full day childcare services to approximately ninety two (92) children. Thirty six (36) of these slots are funded from the State program.

FISCAL DATA:

The proposed funding source is the General Fund. The loan would be interest free for three-months. The General Fund is projected to lose approximately \$198 of interest earnings assuming the funds were invested for three months at the LAIF's current yield of .264%. The short-term loan funds will be recorded in account #001-0000-118-12-00.

RECOMMENDED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:


Andy Takata
City Manager

RESOLUTION NO. 2013-57

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
AUTHORIZING A LOAN IN THE AMOUNT OF \$25,000 TO THE SAN
GORGONIO CHILD CARE CONSORTIUM**

WHEREAS, State funding to the San Gorgonio Child Care Consortium does not occur until the Governor signs the State Budget; and

WHEREAS, actual receipt of the funds has often been delayed until August or later from the State program which provides funding to the local child care facility; and

WHEREAS, the City Council desires uninterrupted services which might otherwise result from cash flow constraints; and

WHEREAS, there exists a cash flow shortage for the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning, California, as follows:

SECTION 1. City Council hereby authorizes and directs the Administrative Services Direct/Deputy City Manager to advance the sum of \$25,000 to the San Gorgonio Child Care Consortium as an interest free short-term loan, funded on July 1, 2013 and due no later than September 30, 2013.

PASSED, APPROVED, AND ADOPTED this 28th day of May, 2013.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2013-57, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of May, 2013, by the following vote, to wit:

AYES:

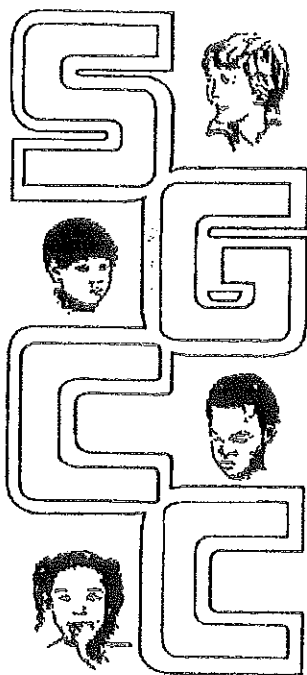
NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, City Clerk
City of Banning, California

109



San Gorgonio Child Care Consortium

671 N. Florida St., Ste A • P.O. Box 1629 • Banning, CA 92220
Phone: 951.849.2930 • Fax: 951.849.2262 • email: sgccc@verizon.net
License # 330908137/330909114/330907234

May 1, 2013

Mr. Andy Takata
City Manager
City of Banning
99 E. Ramsey
Banning, CA 92220


Dear Mr. Takata:

We would appreciate it very much if you would include in the June Council agenda our yearly request for \$25,000 from the City of Banning to hold us over until the State Department of Education's first allocation check reaches us for fiscal year 2013/2014.

As in former years, we will pay this loan back immediately upon receipt of these funds, which usually are not sent out until the Governor has signed the budget.

Your records will show that this loan has been made to us each year and that it always paid back when we received our State payments.

Thank you very much for your continued support to the community and for our non-profit organization's purpose of high quality affordable child care.

Sincerely,

Linda Phillips

President:

Dolores A. Michaels

Vice President:

Marion Johnson

Secretary:

Ann Peace

Finance Officer:

**Dorothy Familetti
McLean**

Members:

Clara Soward

Joseph Curtis

Christine McElroy

Parent Representative:

Vernon Overby

Emeritus:

E. Brigitte Page

Deborah Franklin

Program Director:

Linda Phillips

**CITY COUNCIL AGENDA
CONSENT ITEM**

DATE: May 28, 2013

TO: City Council

FROM: Heidi Meraz, Community Services Director

SUBJECT: RESOLUTION 2013-58 ACCEPTING THE PROPOSAL FROM TRANSPORTATION MANAGEMENT AND DESIGN, INC TO PERFORM A COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S FIXED ROUTE SERVICE, COMMUTER ROUTES, EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

RECOMMENDATION: "The City Council approve Resolution No. 2013-58, accepting the proposal from and awarding the contract to Transportation Management and Design, Inc (TMD) to perform a Comprehensive Analysis of Pass Transit's Fixed Route Service, Commuter Routes, Express Routes and Dial-A-Ride Service in the amount of \$87,253.00"

JUSTIFICATION: The objective of the Comprehensive Operational Analysis (COA) is to create the best transit network possible for Banning's Pass Transit customers within the available budget. The analysis will help to maximize the impact of taxpayer funding for transit by gaining better knowledge of our riders, improving efficiency, increasing connectivity other area transit providers and directing transit investment where it is most needed.

BACKGROUND: On July 10, 2012 the City Council authorized staff to proceed with securing a proposal for a joint COA in cooperation with the City of Beaumont. Staff from both the City of Banning and the City of Beaumont agreed with the concept of utilizing the same company that Riverside Transit Agency (RTA) had contracted with through a formal bid process, which was TMD. Both Banning and Beaumont are interested in working cooperatively with RTA for purposes of connectivity, in that both agencies have rely up available transfers from RTA to provide passengers with public transportation out of the local area.

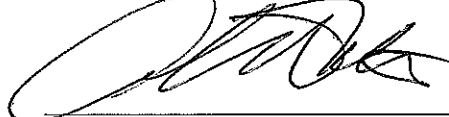
FISCAL DATA: Funds are available in Transit fund 5800-434.33.11, Professional Services. These funds were made available through Local Transportation Funds allocated through the Riverside County Transportation Commission and appropriated through the 2012/13 Short Range Transit Plan. There will be no impact to the general fund.

RECOMMENDED BY:



Heidi Meraz
Community Services Director

APPROVED BY:



Andrew J. Takata
City Manager

REVIEWED BY:

A handwritten signature in black ink, appearing to read "June Overholt", is written over a horizontal line.

June Overholt

Deputy City Manager/Administrative Services Director

RESOLUTION NO. 2013-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ACCEPTING THE PROPOSAL FROM TRANSPORTATION MANAGEMENT AND DESIGN, INC TO PERFORM A COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S FIXED ROUTE SERVICE, COMMUTER ROUTES, EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

WHEREAS, the City of Banning operates a public transit service and recognizes a need to review operational efficiency to provide the best service possible for our customers; and

WHEREAS, the cities of Banning and Beaumont both operate public transit services in the Pass area under the name of Pass Transit and both cities are desirous of coordinating services to better serve the needs of the passengers; and

WHEREAS, Council previously authorized staff to secure a proposal for a joint Comprehensive Operational Analysis with the City of Beaumont; and

WHEREAS, Staff solicited and received a proposal from Transportation Management and Design, Inc. as they were the consultant selected by Riverside Transit Agency through a formal bid process; and

WHEREAS, Funding has been allocated and available for the completion of the Comprehensive Operational Analysis as proposed in Exhibits A & B.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF BANNING APPROVES AS FOLLOWS:

SECTION 1. Adopt Resolution 2013-58, approving the award of the Comprehensive Operations Analysis to Transportation Management and Design, Inc., in the amount of \$87,253.00, and authorize the City Manager, or his designee, to execute the necessary documents to complete said agreement.

PASSED, APPROVED, AND ADOPTED this 28th day of May, 2013.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

113

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Alshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-58, was duly adopted by the City Council of Banning, California, at a regular meeting thereof held on the 28th day of May, 2013, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, City Clerk
City of Banning, California

114

PROPOSAL
RESPONSE:

City of Banning

Comprehensive Analysis of Pass Transit's Fixed-Route Service,
Commuter Routes, Express Routes and Dial-a-Ride Service

SUBMITTED BY:

 **TMD** **JLM**

1105



SAN DIEGO
United States

1902 Wright Place
Suite 180
Carlsbad, CA 92008
760.476.9600 tel
760.476.9602 fax
www.tmdinc.net

Incorporated 1998
California

February 28, 2013

Heidi Meraz
Community Services Director
City of Banning
99 E. Ramsey St.
Banning, CA 92220

Subject: Comprehensive analysis of Pass Transit's Fixed-Route Service, Commuter Routes, Express Routes and Dial-a-Ride Service

Dear Ms. Meraz:

Transportation Management & Design, Inc. (TMD) is pleased to submit our proposal for this project to the City of Banning. Our team includes JLM Staffing Solutions. As requested, TMD is providing all requested documents along with our qualifications.

Our firm is uniquely qualified to undertake this project for a number of reasons:

- Our prior and current experience with neighboring transit systems: TMD has a long history of working with the Riverside Transit Authority and SunLine Transit. RTA recently selected TMD to perform its COA and work on that project is currently underway. We have worked extensively with SunLine in the past on projects ranging from route planning to service scheduling. We are very familiar with Pass Transit and the service area.
- Highly Experienced Team: The TMD Team brings proven expertise and experience in all areas required by the Scope.
 - Project Manager **China Dungfelder** will manage the project and coordinate work with the City of Banning and with other members of the team. Ms. Dungfelder is the project manager for the current RTA COA and has managed COA's in Orange County, Des Moines, Buffalo, Indianapolis, and Omaha.
 - Project Director **Russell Chisholm** has over 30 years of transit service design and implementation experience. Mr. Chisholm brings a focus on financially sustainable transit through improving system efficiency and effectiveness. Over the past 20 years, has managed or directed many comprehensive operational analyses, line-by-line analyses, and transit restructuring projects in the Southern California area. He is also actively involved in the RTA COA that is currently underway.
 - **JLM Staffing Solutions (JLM)** is a certified DBE firm that specializes in providing temporary staff. The firm will provide personnel to conduct the on-board ridecheck and on-board survey. JLM is currently working with TMD to complete the on-board ridecheck and on-board survey for the RTA COA.
- TMD's Core Practice/Experience: TMD has performed numerous transit system evaluation and restructuring projects throughout Los Angeles County, Southern California, and across the Country to improve service, cost efficiency, and effectiveness. TMD's most recently completed projects include COA's for Orange County,

117



Des Moines (IA), Buffalo (NY), and Indianapolis (IN). Previous line-by-line analyses have been completed for Norwalk Transit, Gardena Transit, Santa Monica Big Blue Bus, Torrance Transit, Montebello Transit, Glendale Beeline, Burbank BLT, Pasadena ARTS, Long Beach Transit, and LADOT. We have also worked extensively with LADOT on both DASH and Commuter Express studies; with LA Metro on the Metro Rapid, Orange Line, and Metro Connections; and with LA County/LA Metro/LADOT and member cities on the San Fernando Valley, Downtown/Eastside, Westside, and Southeast LAC Transit Restructuring Projects. We will bring all of this experience in proven innovation, best practices, and successful implementation in systems similar to Pass Transit in this Comprehensive Operational Analysis.

- TMD's Balanced Focus: Our focus has been to achieve not only immediate-term efficiency and effectiveness improvements but to design for long-term. We accomplish this by improving performance through the attraction of additional ridership and **sustained** cost effectiveness. We build in **cost efficiency** and **market attraction** during the service development phase, not add it during implementation.
- Practical Approach/Realistic Recommendations: TMD always strives to fully familiarize itself with the conditions and circumstances at each transit system. We approach each of our projects from a fresh perspective, taking nothing for granted and familiarizing our team with the City, its policy environment, market for transit, operating environment, and various transit services. In developing recommendations, our approach will be to provide the City with the range of possibilities, together with associated costs and benefits. As always, we take a **realistic approach** to developing plans that follow **sound transit planning and business practices** that are also **within the capability of the local agency to implement and support**, recognizing the realities of local transit funding.

Our team will bring to the City both the expertise and the experience needed to fully evaluate the current system and develop recommendations for enhanced service efficiency and effectiveness that will help position Pass Transit to meet the current and future transit needs of Banning's residents and daily visitors.

Mr. Russell Chisholm, President of TMD, is authorized to represent the firm in all matters regarding this proposal. He can be contacted at 1902 Wright Place, Suite 180, Carlsbad, CA 92008, telephone (760) 476-9600, fax (760) 476-9602, or via email at rchisholm@tmdinc.net. All project work will be completed from TMD Headquarters in San Diego. This proposal shall remain valid for no longer than one hundred twenty (120) days. We look forward to the opportunity to work with the City of Banning on this important project.

Respectfully yours,

Transportation Management & Design, Inc.

A handwritten signature in black ink that reads "Russell Chisholm". The signature is written in a cursive, flowing style.

Russell Chisholm

President

118

Table of Contents

Scope of Services.....	1.1
Project Understanding	1.1
Phase I: Data Collection and Analysis	1.3
Phase II: Development and Presentation of Alternatives.....	1.10
Phase III: Preparation of an Action Plan	1.14
References and Experience.....	2.1
Relevant Projects	2.1
Comparable Projects Completed By The Proposed Project Manager.....	2.4
List of Current Projects	2.5
Project Organization	3.1
China Dungfelder	3.1
Russ Chisholm	3.2
Attachments	4.1

1

SCOPE OF SERVICES

Scope of Services

Project Understanding

TMD understands that the City of Banning seeks to evaluate the current Pass Transit network and identify opportunities to increase ridership volume and optimize service productivity; in order to continue to provide the highest level of satisfaction for its customers and meet the community's mobility needs.

The comprehensive operations analysis (COA) will be conducted in three distinct phases and will include data collection (ridecheck, on-board survey), evaluation of the current and future market for service, an analysis of the current service, development of system goals, objectives and performance standards, creation of service alternatives and, after community review, development of an action plan.

Our current understanding is that the following will be among the goals and objectives for the Pass Transit COA:

- Evaluate existing operating conditions and recommend improvements to the current transit services, including possible changes in the type of transit service;
- Identify current passenger characteristics for all service types (age demographics), usage patterns (frequency, type of trip) and perceived need for service improvements;

- Respond to unmet regional and community mobility needs of the Pass Transit service area that reflect changes in demographics, employment centers, and demand intensity;
- Develop transit program goals, service objectives and performance indicators for use in monitoring and managing the service improvements; and
- Develop a financial plan for the delivery of public transportation service taking into consideration existing and future service needs, operating costs, capital costs, local and state revenues, fare recovery standards and responding to the need for a cost-effective transit program.

TMD's nationally-recognized experience in transit planning and operations optimization places a high importance on system effectiveness and efficiency. TMD's collaborative approach is founded on a work plan based on the philosophy that accurate, implementable service restructuring plans need to be based on recent, accurate ridership, service, and operations data together with a comprehensive operational assessment that matches opportunity and need with transit services.

The TMD project team is highly experienced in both the technical and policy areas of this project. The team brings a wealth of experi-

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.2

ence in completing comprehensive operational analyses and unmet needs studies in the Southern California area as well as across North America. In addition, the TMD approach has proven successful on numerous occasions where service recommendations have resulted in increased ridership and operating revenue, reduced operating and capital costs, increased service productivity, and an overall improvement in customer experience. These have recently included regions like Coachella Valley (CA), Orange County (CA), Gardena (CA), Norwalk (CA), San Diego (CA), San Joaquin County (CA), and the currently-running COA and long-term scheduling services for the Riverside Transit Authority.

The key elements of our proposed approach are:

- TMD is committed to involving the client through all phases of the project. Through an emphasis on frequent communication throughout the course of the project TMD will ensure that all issues are addressed and there are no surprises for the City of Banning.
- TMD will approach this project from a practical standpoint. Members of the TMD project team have worked at transit authorities in operations, scheduling, service, paratransit, and operations planning, finance, and other capacities and have

been responsible for implementation of findings from similar studies.

- Thorough data collection and analysis that provides comprehensive ridership, service, and operations findings. TMD's unique in-house Service Analysis System (SAS) provides information disaggregated by route, route segment, time of day, and day of week. The data is then presented in GIS and graphical formats to provide a greater understanding to professional staff and policy-makers of both the strengths of the current transit network as well as opportunities for meeting current and future needs of residents and visitors.

Toward these ends, TMD will describe in subsequent sections the analytical tools and techniques that we have developed and refined through similar projects to ensure that this study provides findings that are immediately useful to the agency and public at large.

We are proposing a highly collaborative and inclusive approach to this study that will listen, inform, seek input, and build ownership and advocacy in the Pass Transit System.

Phase I: Data Collection and Analysis

Project Kick-off Meeting

TMD will kick off the project with an on-site meeting with City of Banning staff. This will provide an opportunity for the City of Banning and TMD to discuss a number of initial topics including:

- Study background (priorities, concerns, expectations, etc.);
- Project work plan and schedule;
- COA data needs (list to be disseminated before the meeting);
- Roles of each team member;
- Communication protocols;
- QA/QC and deliverable review procedures; and
- Public outreach (identification of key stakeholders, meeting forums, etc.)

In advance of the meeting, TMD will: a) prepare and send a COA data request list so that as much information as possible can be collected before the kick-off, and b) communicate with the City of Banning in planning for study area fieldwork. TMD believes that on-site time learning and understanding the network and service area ("being the customer") is crucial

to a successful project, and the kick-off meeting is an excellent time to begin such activities. We would welcome the City of Banning staff joining this process, facilitating a discussion of key issues in the field.

Task 1A: Fixed-Route and Deviated Fixed-Route On-Board Counts & Analysis of all Services

ON-BOARD PASSENGER COUNTS

Following the project kick-off meeting, the TMD team will undertake a 100 percent ride-check of passenger boardings and alightings for all trips, for all weekday, Saturday, and Sunday services.

TMD has completed many dozens of ride-checks and TMD project personnel routinely ride routes as part of the system orientation process. Our standard operating procedures allow for a thorough, accurate ridecheck through proven techniques such as training and on-site supervision, and daily review of completed forms. These tools, coupled with multiple phases of quality control, provide for a comprehensive set of data acquired in an effective and efficient manner.

Information collected during the ridecheck includes:

- Boardings and alightings at each stop;

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.4

- Arrival and departure time at each stop;
- Bus loads by stop; and
- Any anomalous traffic, weather, or other circumstances affecting ridership or operations.

TMD will utilize the services of JLM Staffing Solutions, a certified DBE firm located in Rancho Cucamonga. They will provide the staff necessary to complete both the ridecheck and on-board surveys. TMD will train all staff recruited by JLM Staffing Solutions and provide each member of the ridecheck team with a Pass Transit specific training manual. The training manual, as well as training sessions, will present an overview of the project, "house-keeping" issues (i.e. the importance of punctuality, what attire is appropriate, etc.), what to expect during a typical workday, as well as how to solve issues as they arise.

TMD will employ and train a sufficient number of checkers to complete the ridership count over a one week period (with extra make-up checks as required). We can adjust this plan should any particular days not be considered representative of a typical day. TMD staff will work with JLM Staffing in managing the check and in reviewing all data collected for accuracy and completeness.

Quality assurance throughout the ridecheck

is critical for the highest level of accuracy, accountability, and completeness. The first phase of quality is undertaken on site during the ridecheck with the following phases occurring with the data entry and validation algorithms built into TMD's Service Analysis System (SAS) software. The TMD team has extensive experience conducting ridechecks and addressing any problems that may develop while conducting the ridecheck.

Deliverable: Full set of collected on-off activity and arrival and departure times to be incorporated into the SAS. Any and all data collected as part of the survey will be available for City of Banning review and analyze.

SERVICE ANALYSIS

Following the completion of the ridecheck, TMD will undertake a comprehensive evaluation of Pass Transit's fixed route, demand response, and commuter services at a network and route level.

TMD proposes to develop comprehensive ridership profiles for each of the City's current routes based on the information collected. The profiles will provide a complete overview of the individual lines. TMD will use its SAS to produce a variety of tables, charts and graphs that present the collected information on a

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.5

route, route segment, individual trip, direction, and time of day basis. The system also produces (a) vehicle loading profiles by location and time of day, (b) service productivity, efficiency, and financial effectiveness performance profiles by time of day and by segment, (c) current segment running times, and (d) schedule adherence. These graphical summaries will allow a comparison of performance along various segments of a route as well as across the whole system.

The proposed SAS analysis of routes/segments and service days/times of day include:

- Service productivity and financial performance for a wide range of indicators such as passenger boardings and passenger miles per revenue hour/mile/trip, subsidy per boarding and passenger mile, cost per boarding, and cost per revenue mile. These can be calculated for weekdays, Saturdays and Sundays as well as by time of day.
- Boardings, alightings, and passenger loads by stop, by trip, by time of day, and service day.
- Passenger loading analysis at user defined loading points and by individual trip with additional capability of identifying times and segments where load standards are exceeded and areas where there are

under-utilized segments.

- Service utilization through passenger mile per seat mile analysis.
- Service quality assessment including schedule adherence, average customer wait times, and average operating speeds (including running time between timepoints).

Furthermore, TMD will develop a performance analysis database including the following data for each route (depending on availability):

- Passengers per total and revenue hour by route, route segment, trip, and time of day for weekdays, Saturdays and Sundays.
- Passengers per mile by time of day and route segment for weekdays, Saturdays and Sundays.
- Schedule adherence at time points, with on-time performance measures as defined by the City of Banning. Maximum load points and load factors and average trip lengths by time of day.
- Low utilization trips (e.g. less than 5 pass./hour) by route.
- Ratio of revenue miles to total miles operated.
- Operating cost per platform hour.

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.6

Subsets of these indicators will also be applicable to paratransit services and will be developed during this phase of the study.

TMD will subsequently develop route-by-route summaries of the Pass Transit system.

The following elements will be included in the route summaries report:

- **Service Description.** TMD will prepare a description of each route that includes an alignment description; route structure service frequencies by day of week and time of day; key travel generators served; daily service parameters; service schedules; and other pertinent information. An ArcView GIS-based map of each route will be prepared with this information.
- **Service and Operating Information.** All service and operating information available from the data collection effort will be compiled in both tabular and graphic formats (using ArcView GIS) for each individual line.
- **Ridership Analysis.** TMD will analyze the detailed ridership data from the ridecheck including the passenger boardings and alightings as well as on-board passenger loads from both a geographic and temporal perspective. Detailed tables and graphs will be produced for each route.

Deliverable: TMD will provide the City of Banning with route by route profiles as well as all SAS reports.

Task 1B: Rider Survey and Transfer Analysis

To maximize the efficiency of the study and minimize impact on passengers and coach operators, TMD will undertake the survey as part of the ridecheck effort (Task 1A). The rider survey will be conducted for all routes by service type, fixed route, commuter, express, and ADA complementary paratransit.

TMD will develop and administer an on-board survey to collect the requisite rider survey data

The data from the survey will serve multiple purposes in this study:

- Complement the ridecheck effort and be an integral consumer research component used to profile and evaluate the system;
- Provide a customer demographic snapshot;
- Identify customer satisfaction with and preferences regarding Pass Transit service; and
- Detect customer origins, destinations, and transfer patterns.

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.7

The survey will be distributed and collected by the checkers and self-administered by passengers. On crowded buses, a second surveyor will be added to ensure successful collection of all data. We will work with the City of Banning to identify those trips where a second checker/surveyor is needed. Training for checkers on how they should distribute and collect passenger surveys will be incorporated into the training manual and training session described in Task 1A. TMD has refined and updated this approach during its many success ridechecks across the country, including the most recent surveys for Santa Monica Big Blue Bus and Des Moines DART.

The survey will be designed to gather information on a passenger's demographics, satisfaction, and complete trip, including transfers and fare media. English and Spanish versions of the survey instrument will be developed. The result will be a meaningful and complete data set that will provide insight into the existing and potential Pass Transit consumer.

TMD will design the form in consultation with City of Banning staff and the final version will be subject to their approval. The survey form should be as brief as possible, including the required questions in the minimal necessary space. The form will include multiple-choice questions to gather data such as demographics and customer satisfaction, as well as open-

ended questions for key areas like origin-destinations, which will be geo-coded.

We expect to obtain at least the following information from the on-board rider surveys:

- Customer Demographics:
 - *Age;*
 - *Gender;*
 - *Income;*
 - *Employment status;*
 - *Access to private transportation;*
 - *Frequency of use; and*
 - *Trip purpose.*
- Service Characteristics:
 - *Frequency of service;*
 - *On-time performance;*
 - *Bus stop locations;*
 - *Design of routes;*
 - *Travel times onboard bus; and*
 - *Span of service.*

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.8

- Origin-Destination:
 - *Travel patterns (including zip codes);*
 - *Trip purpose;*
 - *Mode of access/egress;*
 - *Transfers;*
 - *Alternative mode of transportation for trip (if transit service were not available); and*
 - *Fare type.*

Deliverable: Complete survey database including data dictionary and a technical memorandum describing findings and major transfer patterns will be provided.

Task 1C: Describe Local and Regional Development Patterns

MARKET SEGMENTATION

With the advent of GIS, the opportunities to learn more about the market conditions that affect mobility choice have greatly expanded. A variety of available data would be utilized, including the Census 2010 population and demographic data, employment, school, commercial, and land use data to assess the market conditions for the City of Banning at multiple geographic levels from TAZs into area zones. In addition, our analysis will be corroborated by field investigations, requests made by the

public, interviews with the City of Banning staff and stakeholders, local/regional land-use policies and previous transportation plans.

The GIS analysis is conducted to match the available data and geography and any special market segment needs for various timeframes. We would include in this analysis the following:

- Population and employment density distributed over land use geography.
- Existing and planned land use including commercial areas, health care facilities, social service agencies, and education institutions.
- Markets of disadvantaged populations (especially Title VI and Environmental Justice):
 - *Economically disadvantaged (lower income, households with low or no personal vehicle availability);*
 - *Disabled population;*
 - *Senior population;*
 - *Student and youth populations;*
 - *Employment status; and*
 - *Transit demand potential.*
- Commute travel market and relative transit use.
- Key trip generators including major tourist

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.9

and employment destination and regional transportation portals.

The key objective of this task is to begin to identify the linkages between underlying market conditions and the opportunities for increased Pass Transit service success as well as unmet mobility needs. A set of market opportunities and unmet needs will be identified to help guide the development of service recommendations.

TRAVEL PATTERNS

While the previous subtask focused on origin/destination intensity for transit market segment opportunities, a review of the region's travel demand patterns will identify both the connections and volume of travel flows throughout the Pass Transit service area both today and into the future.

Data collected as part of the on-board survey as well as available current and future travel model projections for the study area will be used to identify the region's major work and non-work travel patterns using GIS analysis. This analysis, together with the market segmentation review will provide a basis for the transit competitiveness analysis.

summarizing the local and regional development and travel patterns. The technical memorandum will include maps and graphics that illustrate key findings.

Task 1D: Identification of Service Issues

Building from the analysis completed under Task 1A, TMD will prepare a technical memorandum that compiles the summary of service findings and a discussion of issues including, but not limited to:

- Route alignment;
- ITS integration;
- Interlining;
- Innovative delivery of transit services;
- Premium paratransit; and
- Coverage versus productivity issues.

Deliverable: TMD will prepare a technical memorandum that includes all service findings and a discussion of key issues.

Deliverable: A technical memorandum

Phase II: Development and Presentation of Alternatives

Task 2A: Describe Current and Projected Funding Levels

The objective of this task is to review current and projected operating and capital costs, revenues and fare recovery standards. TMD will work closely with the City of Banning and begin by identifying trends in operating costs and revenues, and levels of service and ridership. The resulting MS Excel-based financial model will project baseline operating revenues and costs, by source. The baseline model will be structured to project known revenues and expenses, with the ability to evaluate service costs in relation to anticipated funding over a five-year planning horizon and potential changes in operating levels or service types and in fare structure.

Costs will be evaluated and allocated to the four functions used for reporting to the National Transit Database (NTD): operations, vehicle maintenance, non-vehicle maintenance, and general administration, by mode. This will permit the development of fully allocated and variable modal unit costs that can be applied in evaluating specific service delivery strategies.

TMD will rely on City of Banning to provide revenues and costs at the detailed budget line item level, by department/function, for the last five years, and inflation projections for various line items costs and specific revenues. Other supporting documentation such as budgets and grant agreements will be mined for information on financial trends and projections. This data, in conjunction with available information and estimates of future revenue sources and amounts and cost trends, will be used as the starting point for developing the financial capacity model for the coming five years. In the end, the model will provide ongoing support for maintaining a financially sustainable transit system that meets the mobility needs of the City of Banning.

The funding picture at the federal- and California state-level is changing. In many cases, funds that have traditionally been available to support transit operations are either declining or disappearing. TMD has worked with transit agencies for decades to identify operating efficiencies and improve service productivity by examining cost drivers and exploring opportunities to reduce costs or become more effective.

Over the last year, members of the TMD team have also worked with a number of transit agencies, large and small, to begin to iden-

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.1.1

tify new revenue sources and funding strategies. Smaller systems are increasingly looking into public and private partnerships through: blended revenue streams from local, state, and federal programs; and local employers and universities. Success varies by community. However, the process is informative to local businesses and support groups and often helps the agency expand its traditional support base and, at the very least, build advocacy for continued transit investment.

Deliverable: A financial model detailing current and project funding levels.

Task 2B: Develop City of Banning Goals and Objectives/ Performance Standards

In beginning this analysis, our team will draw upon discussions with the City of Banning on goals, priorities and future visions for the transit network in order to frame the service standards in terms of their potential to realize these aims. A strong set of policies and standards will pivot off of goals such as increasing ridership, providing high quality of service, positioning the transit network to meet new market demands, and maintaining financial sustainability.

In consultation with City of Banning staff, our team will evaluate current service policies and recommend improvements in line with industry best practices.

Our approach to developing service standards includes:

- A market-based approach that links service types, levels and productivity to market potential and transit expectation. This will build from the market demand analysis conducted in Task 1C.
- Policy structure that takes into account various service types including local fixed route, express, demand-responsive, etc. The service analysis conducted in Task 1A will inform this discussion.
- A process for ongoing monitoring and a plan of action for low-, moderate-, and high-performing services, focusing on reinvestment to high-potential, high-rider-ship areas of the system.
- A multifaceted approach including service quality, financial, environmental, and equity considerations.

Service policy areas including service coverage, customer convenience, fiscal condition, and passenger comfort will be reviewed and supplemented with a discussion of service

warrants – what kinds of market and service conditions are required for new service to be introduced, and a plan for monitoring of new services.

Deliverable: A technical memorandum describing the existing policies and standards, a detailed discussion of proposed adjustments, and an action plan for ongoing monitoring.

Task 2C: Identify Service Alternatives

The proposed service alternatives will be developed collaboratively with the City of Banning and will be responsive to and consistent with the findings of earlier subtasks. Previous study plans, identified market opportunities, service performance findings, available funding streams and resources, and input received from staff, will all be captured in a plan providing for sustainable ridership growth through evolving the existing Pass Transit network to a well-matching market and service opportunities. We expect key parts of the developed alternatives will involve maximizing the effectiveness and efficiency of current resources, and positioning the region for long-term financial and environmental sustainability.

Top Down–Bottom Up Brainstorming

Approach: The proposed alternatives will be created through a collaborative brainstorming process involving City of Banning staff and TMD. A two-step process of developing “top-down” (region and network) and “bottom-up” (routes and communities) ideas for improving transit will be developed. The first round of brainstorming will take place during the review of the key findings and focus on the “top-down” service development guiding principles and framework, and potential service options. The second round will focus on refining network options, tuning routes and reviewing potential implementation issues.

The team will develop initial service alternatives responding to project objectives. Issues to be addressed include:

- Route performance;
- Service tiers and route alignments (coverage compared to productivity);
- Service types (i.e. local fixed route, express, demand-responsive);
- Plan-level frequencies (headways and route recovery time) and service span by day type (Weekdays, Saturdays, Sundays);
- Potential service additions/deletions;
- ITS integration;
- Budgetary implications (operations – including staffing and capital);

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.13

- ADA implications – analysis and update of premium para-transit concept;
- Ridership implications;
- Identification of potential partners for new/ existing service;
- Jurisdictional impacts, if any; and
- Phasing of proposed alternatives – implementation timeframes.

Alternatives will be evaluated in terms of benefit to the community, capital and operating costs (including staffing implications), ridership and revenue generation, consistency with policy, and customer impacts (those disadvantaged by the service restructuring including possible Title VI implications). TMD will consider the impact on ADA paratransit service for the proposed alternatives, especially regarding any changes in service coverage that would cause increases or reductions in ADA paratransit.

The TMD team will brainstorm with the City of Banning on the implications of each alternative, so that informed and responsible decisions can be made on the true benefits and costs of each option. The framework and guiding principles will form the principal tool for evaluating the various alternatives. TMD will also draw on City of Banning visions, goals, and policies in order to prioritize service concepts.

TMD understands that the City of Banning has received requests for service extension of services into Cabazon, Loma Linda Veteran's Hospital, to San Bernardino MetroLink station, and to provide connections with area providers (OmniTrans, SunLine, RTA). Concern has also been expressed about the lack of service in the northwest quadrant of Banning. TMD will take these and other requests into consideration, as service alternatives are developed.

Deliverable: TMD will prepare a technical memorandum that includes maps, tables, and charts detailing out each proposed service alternative. TMD will also prepare a PowerPoint presentation, and present the proposed service alternatives to the City of Banning City Council for public comment.

Task 2D: Public Comment Opportunity

Public review of proposed alternatives is critical to the successful development and implementation of the study's recommendations. How the plan is developed and how it supports the overall vision for the region will be important to fostering support.

TMD will work with City of Banning staff to develop a community review process that will enable the community to review key study findings, proposed service goals and objec-

tives and the proposed service alternatives. TMD anticipates attending three City Council Meetings and up to two public meetings. The public meetings will be held at agreed upon venues to encourage attendance and participation.

Assistance from City of Banning staff in workshop logistics is requested only in the following areas:

- Selection and provision of meeting venues.
- Printing and distribution of public meeting notices, and distributing these on buses and shelters, media and placement (agencies can sometimes negotiate better rates than third parties using PSAs), and direct mail costs. We plan to maximize the use of electronic media (email, the City's website) to minimize mail costs.
- Review and approval of all materials prior to distribution including newsletters, web-updates meeting notices.
- Our team can provide notice artwork as well as on-the-day meeting logistics.

Following the completion of the public outreach meetings, TMD will prepare meeting summaries of each meeting. The summaries will include a documentation of all comments received.

Deliverable: Meeting notice artwork, materials for public meetings including PowerPoint presentation, map graphics, etc., and meeting summaries documenting all comments received.

Phase III: Preparation of an Action Plan

Task 3A: Preparation of an Action Plan

This task involves the detailed planning and implementation work for the preferred alternative selected after extensive review by staff, City Council, and the general public. The result of this task will be a finalized service plan, ready for implementation. As specified by City of Banning, the Action Plan will include:

- Short Term Service Design Plan (within one year);
- Prioritized longer-term changes (changes phased over three years);
- Financial plan (including additional funding sources and ridership/revenue projections);
- Capital plan (including fleet plan);
- Implementation plan/schedule;

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.15

- Strategies/tools required for implementation; and
- Maps of all proposed to the route structure.

The results of this task will be used as inputs for the Final Report.

Deliverable: An Action Plan that takes into account all items noted above. TMD will also prepare a Final Report that includes all prior task work.

Task 3B: Presentation of the Action Plan

TMD will present the Action Plan to the City of Banning City Council. TMD will work with City of Banning staff on the relevant presentation and respond to any questions raised at the meeting.

Deliverable: PowerPoint Presentation to share the draft and final Action Plan to the City of Banning City Council.

OVERALL PROJECT DELIVERABLES:

In addition to the deliverables noted above, TMD will provide the City of Banning with the following project deliverables:

- Phase I Findings and Summary of Issues: 8 copies, plus reproducible original
- Phase II Proposed Alternatives: 8 copies, plus reproducible original
- Action Plan, Draft: 8 copies, plus reproducible original
- Action Plan, Final: 15 copies, plus reproducible original

CITY OF BANNING
 COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
 FIXED-ROUTE SERVICE, COMMUTER ROUTES,
 EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

SCOPE OF SERVICES 1.16



FIGURE 1: PROPOSED TASK ORGANIZATION

2

REFERENCES AND EXPERIENCE

References and Experience

Relevant Projects

Over the past 24 years, TMD has undertaken over one hundred transit system visioning, planning, and implementation projects that involve bus and/or rail transit located across the United States. Nearly all of these projects have led to increases in ridership, significant improvements to service effectiveness and efficiency, and improved customer experience. Detailed project descriptions for the following projects are included:

- The OCTA Transit System Study (TSS)
- The DART 2035 Transit Service Plan and Alternatives Analysis
- The Service Planning, Scheduling and BRT Development for Sun-Line Transit
- The Strategic Analysis of Express Bus Service for Western Riverside County for RCTC

TIMEFRAME: 2010-2012

CLIENT CONTACT:
Kurt Brotcke
Director, Strategic Planning
Orange County
Transportation Authority
600 South Main Street, 4th Floor
Orange, California 92868
(714) 560-5742
kbrotcke@octa.net

PROJECT DIRECTOR:
Russell Chisholm

PROJECT MANAGER:
China Dungfelder

OCTA Transit System Study

TMD developed a comprehensive transit mobility vision for the Orange County Transportation Authority (OCTA) inclusive of regional, sub-regional, and community level service recommendations over the next ten years. Given funding constraints the *Transit System Study (TSS)* recommendations built efficiency and effectiveness into the OCTA system to maximize mobility benefits from current funding while establishing a framework for sustainable future ridership growth through service investments. The *TSS* includes detailed analysis of OCTA's fixed route and paratransit services, including existing market conditions and service performance. The final plan includes both funding constrained and unconstrained transit concepts incrementally phased across short, medium, and long term timeframes which provide efficient, cost-effective, and sustainable strategies to provide transit service in Orange County.

141

The OCTA Board received and filed the *Transit System Study* recommendations in Fall 2011. TMD is currently working with OCTA on the implementation of six pilot projects recommended in the COA: Harbor Boulevard pre-BRT concept, SR-22 Freeway Inter-county Express, SR-73 Commuter Express, Tustin/Irvine hub corridor realignment, "last-mile" station van program, and midday taxi service replacement.

DART 2035 Transit Service Plan and Alternatives Analysis

TMD undertook a comprehensive analysis of fixed-route as well as on-call services in the Des Moines region. Short, intermediate, and long-term recommendations were developed as part of the DART Forward 2035 Transit Services Plan and were adopted by the DART Commission in September 2011. The plan established a new vision for transit in the greater Des Moines area. Recommendations were based on data analysis, stakeholder input, and public participation to create a truly regional transit system. The recommendations aimed to both increase the availability of public mobility for customers and build a financially sustainable network for the region by accomplishing the following objectives: 1) Create a faster travel experience with less waiting time; 2) Introduce new services and invest in successful established services; 3) Build a network for non-downtown transfer opportunities; 4) Serve more places and more customers; and 5) Invest in future enhanced transit service.

The study also involved an extensive analysis of service operations, ridership and the consumer markets for transit. The adopted plan significantly expanded DART service through the Des Moines Metropolitan area and included a service restructuring and reinvestment element that strengthened high performing routes, recommendations for new cross-town services, an expanded express network, recommendations for a bus rapid transit service and the implementation of

TIMEFRAME:
2010-2011

CLIENT CONTACT:
Elizabeth Presutti, AICP,
General Manager
DART - Des Moines Area Regional
Transit Authority
1100 DART Way
Des Moines, Iowa 50309
(515) 283-8115

PROJECT PRINCIPAL:
Russell Chisholm

PROJECT MANAGER:
Bruce Behncke

DEPUTY PROJECT MANAGER:
China Dungfelder

142

suburban feeder services. A comprehensive capital and local funding plan was developed and adopted by the DART Commission to fund the recommended plan improvements. The study also identified corridors for enhanced service and selected one corridor for further analysis under FTA's "Very Small Starts" program. The development of a purpose and needs statement along with the locally preferred alternative, requisite service plan, ridership projections and costs (capital and operating) were developed for the selected corridor. DART implemented the first phase of recommended service changes in June of 2012. Additional changes are scheduled to be implemented with the completion of their new downtown transit center.

TIMEFRAME:
2005 to 2006
2008 to present

CLIENT CONTACT:
C. Mikel Oglesby
General Manager
Sunline Transit Agency
32-505 Harry Oliver Trail
Thousand Palms, CA 92276
(760) 343-3456

PRINCIPAL-IN-CHARGE:
Russell Chisholm

DEPUTY PROJECT MANAGER:
China Dungfelder

LEAD SCHEDULER:
Dolores Brehm

SunLine Transit Agency Service Planning, Scheduling and BRT Development

TMD conducted SunLine's first Comprehensive Operations Analysis (COA) in 2005. As a result of the continuing rapid growth in the region, TMD updated the COA in 2008 and implemented planning for the COA-proposed BRT and Commuter Express services.

The COA included a complete assessment of current and future mobility markets, detailed analysis of SunLine ridership and service performance, and an evaluation of the passenger facilities program.

An extensive outreach program was conducted to provide an opportunity for SunLine stakeholders to participate in the redevelopment of their transit service. Group forums, interviews, surveys, and a project website were part of the outreach strategy. New partnerships were initiated with the member cities, focusing on transit's role in local sustainable mobility and the coordination of passenger facility development.

The service plan recommended a dramatic increase in regional and local transit service that included BRT (Hwy 111) and Commuter Express (I-10) as part of an expansion program. Regional service was

concentrated on key corridors that served key destinations (College of the Desert, city centers), matching major travel demand patterns. Proposed community transit focused on local circulation connecting with the regional network. Improved frequencies and spans of service were also proposed.

The service plan was accompanied by an implementation plan, a sustainable financial plan (both subsidy neutral and expansion plans were proposed), and a fleet plan. SunLine realized a significant increase in service cost effectiveness and operating efficiency as a result of the plan.

As part of an ongoing planning support contract, TMD serves as SunLine's scheduling department, and prepares operating schedules, vehicle blocks, and operator runs/rosters for the agency.

RCTC Strategic Analysis of Express Bus Service for Western Riverside County

TMD completed a strategic analysis of existing and future express bus service in Western Riverside County and developed several conceptual express routes responsive to identified concentrations of travel demand and opportunities to capitalize on infrastructure investments. A review of current and projected market conditions guided the identification of opportunities for transit investment to support regional goals of improved sustainability and livability. The express route concepts were developed based on analysis which identified significant city to city travel demand pairs and opportunities to capitalize on on going and proposed transportation investments in Western Riverside County. By including options for express bus service that leverages the Metrolink Perris Valley Line (PVL) Extension and SR 91 general and toll lane improvements, the Strategic Analysis provided the opportunity for a more complete mobility portfolio for Western Riverside County.

TIMEFRAME:
September - October 2011

CLIENT CONTACT:
Robert J. Yates
Multi Modal Services Director
Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92502-2208
(951) 787-7905
ryates@rctc.org

PROJECT PRINCIPAL:
Marie Lewis

PROJECT MANAGER:
China Dungfelder

DEPUTY PROJECT MANAGER:
Michael Couvrette

144

Comparable Projects Completed By The Proposed Project Manager

- OCTA, Transit System Study (2012)
- Anaheim Resort Transportation, Transit Restructuring Study (2012)
- RCTC, Western Riverside Commuter Express Bus Study (2012)
- City of Rancho Cordova, Transit Service Plan (2012)
- Des Moines Regional Transit Authority, DART Forward 2035 Transit Services Plan (2011)
- IndyGo, Comprehensive Operational Analysis (2010)
- Niagara Frontier Transportation Authority, Transit Service Restructuring and Fare Study (2010)
- Norwalk Transit System , Line by Line Analysis (2009)
- City of Santa Clarita Transit, Commuter and Supplemental School Day Service Review (2008)
- SunLine Transit Agency, Comprehensive Operational Analysis Update (2008)

List of Current Projects

- Omaha Metro, Regional Transit Vision (estimated completion: Spring 2013)
- Pinellas Suncoast Transit Authority, Community Bus Plan (estimated completion: Summer 2013)
- City of Alexandria, Comprehensive Operational Analysis of DASH Fixed-Route (estimated completion: 2013)
- Riverside Transit Authority, Comprehensive Operational Analysis (estimated completion: 2014)

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

REFERENCES AND EXPERIENCE 2.6

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3

PROJECT ORGANIZATION

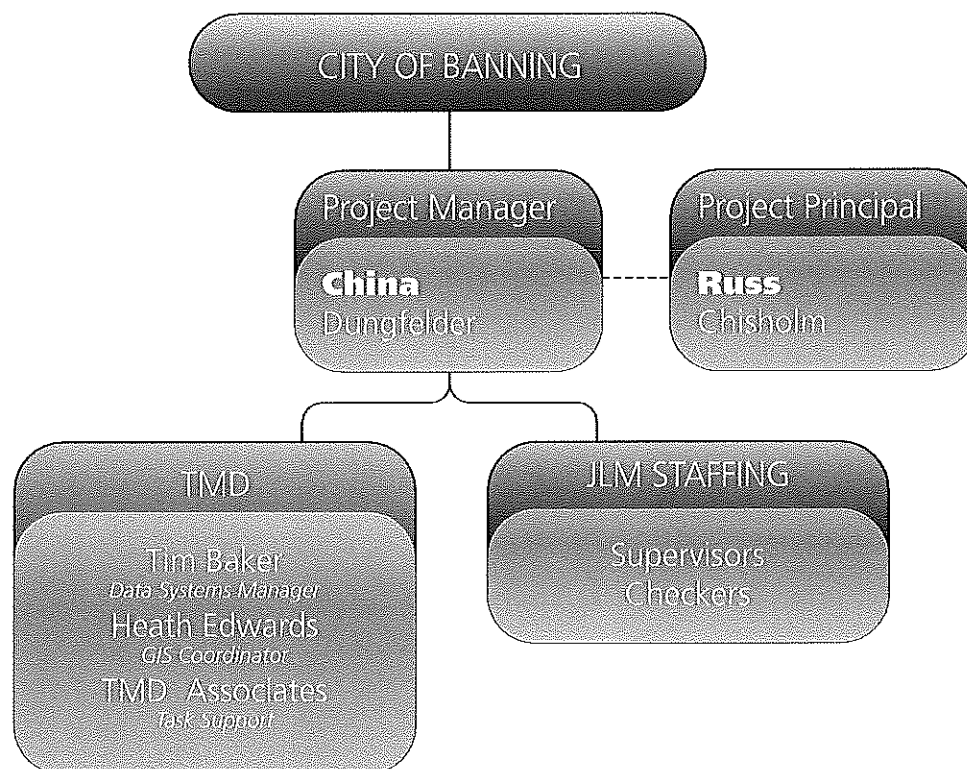


FIGURE 2: PROPOSED PROJECT ORGANIZATION

Project Organization

TMD approaches the teaming and staff selection for each proposal or qualifications based on the unique project needs, including the expertise and experience needed for the work as well as responding to the stakeholder and decision-making environment.

Our proposed project staffing represents all key areas of expertise and experience needed for a successful outcome. The proposed personnel bring a balance of deep knowledge of mobility issues, system evaluation and planning and broad experience with industry best practices for sustainable mobility in cities across the country.

We have included a biography and/or resume for each key individuals.

China Dungfelder *Project Manager*

China Dungfelder, Project Manager at TMD, manages major transit service redevelopment projects, which at TMD involve detailed market assessment, customer profiling, service performance analysis, and operational review leading to new transit networks, service products, and brands that result in financially sustainable agencies carrying more customers. She has served as the Project Manager and Deputy Project Manager for a broad array of major recent transit redevelopment projects for Orange County Transportation Authority (OCTA), Des Moines Area Regional Transit Authority (DART), Indianapolis IndyGo, Buffalo NFTA, and Anaheim Transportation Network.

CITY OF BANNING
COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S
FIXED-ROUTE SERVICE, COMMUTER ROUTES,
EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

PROJECT ORGANIZATION 3.2

China also brings detailed technical expertise and experience to each TMD project as a result of managing task work from the detailed data capture; comprehensive multivariate market, service, and operations analysis; GIS mapping; and coordination of stakeholder outreach. This task work was undertaken for a broad range of transit systems including RCTC Commuter Express Study, San Francisco MTA Transit Effectiveness Project, LA Metro Rapid Mid-Term Review, Santa Clara VTA COA, Summit Stage SRTP, LA Metro Fare Evasion Study, Santa Clarita Commuter and School Day Service Analysis, and SunLine Transit BRT/Commuter Express.

Russ Chisholm

Project Principal

Russell Chisholm, President of TMD, spent the first part of his 35-year career in transit system management at DART (Dallas), St. Louis Metro, Connecticut Transit, Nashville MTA, and SAPTCO (Saudi Arabia) where he had various responsibilities including transit service and operations planning; transit scheduling; service operations; marketing; and public information. As a consultant he has successfully managed over 100 major transit service redesign and implementation projects including systems in Riverside County, Orange County, Los Angeles, San Francisco, San Di-

ego, Santa Clara County, Denver, Minneapolis, Chicago, Cleveland, Cincinnati, Baltimore, Tampa, Charlotte, and Buffalo. Each of these projects focused on transit sustainability and covered a broad range of transit modes including LRT, streetcar/tram, BRT (or BRT transit priority elements), commuter rail and bus, flexible paratransit, and public/private mobility partnerships. Each project also involved the development of a transit framework, context, and guiding principles through a collaborative visioning process with key agency and community stakeholders.

Mr. Chisholm has been a leader in financially sustainable transit through development and application of best practices in efficient and effective transit service design and operation that result in both ridership growth and reduced subsidies. He has also been a leader in the development and implementation of innovative transit including the acclaimed Los Angeles Metro Rapid BRT system and "smart" community services like San Diego's DART, LADOT's Smart Shuttles and Senior Service Routes, and Denver's "Call-n-Ride."

Mr. Chisholm is an active contributor to the advancement of expertise and knowledge in the transit industry, including serving as TMD's Project Administrator and contributing author for the TCRP Transit Bus and Rail Schedul-

ing Manual (Report 30). As a recipient of US Transportation Research Board's Pyke Johnson Award for his work on service development in San Diego, Mr. Chisholm enjoys a reputation for delivering successful transit projects that are innovative, cost-effective, and operationally feasible.

For this project Mr. Chisholm brings extensive experience in Riverside County and Southern California having directed major COAs or similar projects in Riverside County (RTA and SunLine), Orange County (OCTA, Anaheim), San Bernardino County (Omnitrans), San Diego County (MTS and NCTD), and LA County (Metro, LADOT, Long Beach, Santa Monica, and seven other cities). He is or has been Principal-in-Charge of TMD's work for RTA (Service, Vehicle, and Crew Scheduling; Fare Study), RCTC (Express Bus Study; GIS Visioning); and the City of Riverside (Transit Center Study).

Professional Resume

China Dungfelder, Project Manager



Overview

China Dungfelder manages transit service restructuring projects and task work for TMD. She brings detailed technical expertise and experience in market assessment, consumer research, service evaluation (fixed route and paratransit), strategic visioning, service plan development, and inclusive stakeholder outreach and in-reach. She has particular expertise in comprehensive multivariate market, service, and operations synthesis; GIS mapping; and coordination of stakeholder outreach.

China has been involved closely with Comprehensive Operational Analysis (COA) and service restructuring projects since she joined TMD. She has served as Project Manager, Deputy Project Manager, or Senior Technical staff on projects including the OCTA Transit System Study, ART Transit Restructuring Study, DART 2035 Transit Service Plan, IndyGo COA, NFTA Transit Service Restructuring Study, RCTC Strategic Analysis of Express Bus Service for Western Riverside County, and the Norwalk Transit Line-by-Line Analysis.

Transportation Planning & Operations

Ms. Dungfelder has served in management, supervisory, and senior technical roles on projects similar to the RTA COA:

***Orange County Transit Authority (OCTA) Transit System Study,
Orange County, CA***

Project Manager for the comprehensive rethink of fixed route transit and paratransit for the Orange County Transportation Authority (OCTA). Managed the day-to-day task work at TMD and with other team members, worked with OCTA staff to gather data, organized an extensive stakeholder and outreach program, led the study's market assessment and service evaluation tasks, developed a comprehensive project framework which lead to the development of both funding constrained and unconstrained transit concepts incrementally phased across short-, medium-, and long-term timeframes. Also served as project manager for the development of implementation plans for six pilot projects including the Harbor Boulevard BRT/Rapid and SR22 Express/BRT pilots.

DART 2035 Transit Service Plan and AA, Des Moines, IA

Deputy Project Manager a comprehensive analysis of fixed-route and on-call services in the Des Moines region. Responsible for day-to-day coordination of project task work at TMD and with the other members of the team. Lead the data collection

Education

B.A., Urban Studies &
Planning
Communications Minor
University of California at
San Diego (UCSD)

Experience

Transportation Management
& Design, Inc.
University of California at
San Diego, Physical Planning
Department

Years with Firm: 6

152

China Dungfelder, Page 2

effort which included 100% ridecheck and on-board survey, the development of an inclusive public and stakeholder outreach program, and the market assessment and service evaluation tasks. Also participated in the development a project framework and guiding principles that led to the development of short-, mid-, and long-term recommendations, including the VSS AA University/Ingersoll BRT. The plan established a new vision for transit in the greater Des Moines area.

Niagara Frontier Transportation Authority (NFTA) Transit Service Restructuring, Fare Study, and Strategic Assessment, Buffalo, NY

Deputy Project Manager for the detailed review of the NFTA bus and rail services. Lead a community assessment of the market for transit, participated in the analysis of current NFTA fare structure, and organize a significant community participation process that reviewed findings and sought input, and the development of a recommended plan. Currently serving as project manager for implementation support, which has includes several Title VI analyses, a white paper analyzing the use of articulated buses, and a review of ridership and productivity post implementation of the short-term recommendations.

IndyGo Comprehensive Operational Analysis, Indianapolis, IN

Deputy Project Manager for the comprehensive review of IndyGo transit services. The project involved a major rethinking of transit mobility in the Central Indiana region and was reflected in a Network Evolution Plan with short-, mid- and long-term service recommendations. Lead and participated in the study's market assessment and service evaluation tasks, which identified a set of key arterial transit corridors as the highest priority for investment in transit service, supporting amenities (enhanced stops, transit priority, new Park and Rides etc.) and redevelopment efforts.

Professional Resume

Russell Chisholm, President



Overview

Russell Chisholm has developed, implemented and operated urban transit services for over 30 years within a variety of international and domestic operating environments. He spent the first half of his career in senior management and technical positions at some of the transit industry's most innovative transit systems. Mr. Chisholm founded TMD and has built the company into an industry leader in innovative, sustainable transit service and efficient transit operations.

Strategic and Tactical Transit Planning

Mr. Chisholm has widespread experience leading both short and long range transit planning at transit systems including DART's suburban system in Dallas, Metro Moves Strategic Plan for Cincinnati's SORTA, SANDAG Transit First, as well as major Transit Redevelopment Plans for San Francisco, San Diego, Los Angeles, Orange County, Tampa, Minneapolis, Cleveland, St. Louis, Denver, San Jose, Tucson, Baltimore, Buffalo, Connecticut, and Saudi Arabia. With a focus on increasing transit, walking, and biking, both sustainable mobility and intermodalism remain a foundation of Mr. Chisholm's planning work.

Transit Service Redevelopment

Mr. Chisholm is a leading expert in the redevelopment and revitalization of transit networks and services through consumer market-based planning and a "top-down/bottom-up" transit service design approach that is effective, efficient, and sustainable. He has served as Project Manager and Principal for projects that range from large multi-modal, multi-operator systems to smaller bus operations. This work encompasses a variety of rail, bus, and small vehicle operations in both traditional fixed and innovative flexible modes. Highly successful transit redevelopment projects include systems in Los Angeles, Orange County, Riverside County (RTA and SunLine), San Diego, Ventura County, San Francisco, Santa Clara and San Mateo Counties, Minneapolis-St. Paul, Chicago, Connecticut, St. Louis, Dallas, Reno, Lake Tahoe, Tampa, Charlotte, Buffalo, Alexandria, Orlando, Cleveland, Baltimore, Tucson, Nashville, Santa Fe, Denver, Cincinnati, and Saudi Arabia. He has a proven track record of project implementation success for clients.

Education

Post-Graduate Program,
Urban Geography
Boston University

B.A., Geography
Southern Connecticut
State University

Mathematics
Rensselaer Polytechnic
Institute

Awards

Pyke Johnson Award
Transportation Research Board
San Diego Transit Service
Refinement

PPTN Award - DART Suburban
System
Best Transit System over 250
Vehicles

Affiliations

American Public Transit
Association
Transportation Research Board
Women's Transportation
Seminar
California Transit Association

Experience

Transportation Management
& Design, Inc.

- St. Louis Metro
- Dallas Area Rapid Transit
- ATE Management &
Service Company
- Saudi Public Transport
Company
- Nashville MTA
- Connecticut Transit

Years of Experience: 33

154

Russell Chisholm, Page 2

Bus Rapid Transit Development and Implementation

Mr. Chisholm is a leader in the development of Bus Rapid Transit, including helping take the LA Metro Rapid from concept to implementation of a 25-line network carrying 250,000 daily riders, as well as developing BRT plans for Vancouver (BC), Detroit (SpeedLink), Edmonton, and San Diego (Transit First). He has also provided BRT market, service, and operations planning in Los Angeles (Orange Line and extension), Reno (Virginia Street), San Diego (I-15 BRT/HOT), and San Francisco (TEP).

Operations Optimization

Mr. Chisholm advanced efforts to retain and restore industry knowledge and capabilities in efficient and effective transit operations. This leadership involved the preparation of the industry best practice manual in bus and rail scheduling (TCRP Report 30), the development of techniques to improve operating speeds (delay reduction toolbox), maximize operator utilization, improve supervisor effectiveness, headway-based arterial bus services, and multi-hub timed transfer operations.

Relevant Experience

Orange County Transportation Authority Transit System Study – Project Director (2010-2011)

Directed a major rethinking of transit mobility for the Orange County Transportation Authority (OCTA) inclusive of regional, sub-regional, and community level service recommendations over the next ten years. Given funding constraints the *Transit System Study (TSS)* recommendations build efficiency and effectiveness into the OCTA system to maximize mobility benefits from current funding while establishing a framework for sustainable future ridership growth through service investments. The *TSS* includes detailed analysis of OCTA's fixed route and paratransit services, including existing market conditions and service performance. The final plan includes both funding constrained and unconstrained transit concepts incrementally phased across short-, medium-, and long-term timeframes which provide efficient, cost-effective, and sustainable strategies to provide transit service in Orange County.

San Francisco Bay Area MTC Transit Sustainability Project – Project Director (2011-Present)

Directed TMD's work assisting the Metropolitan Transportation Commission (MTC) is assessing, developing, and implementing new market, service, and operating performance standards for Bay Area transit systems. TMD's work focused on the principal contributors to financial sustainability: service performance (ridership generation and service effectiveness); operating efficiency (work rules, operating speeds, and daily delivery); and fare policy (revenue generation, integration, media). TMD continues to assist MTC with implementation including: a) a recent "Call for Projects" initiative for urban trunk speed improvement, which TMD helped develop and later evaluated proposals from individual transit systems; and b) developing a "transit investment" scenario for the Regional Transportation Plan.

Russell Chisholm, Page 3

Los Angeles Metro Rapid BRT – Project Manager (1999-2003) | Project Principal (2003-2010)

Managed project from concept through design to implementation; LA Metro's landmark Metro Rapid has established the new benchmark for arterial BRT in the United States. Led technical work including corridor alignments, station design and locations with site layouts, establishing operating protocols (headway-based operation), coordination with City of LA signal priority and "next trip" display system, vehicle and station branding and graphics, preparation of operating schedules, and development of the operating and capital financial plan.

Following the success of two demonstration lines on Wilshire-Whittier and Ventura Boulevards, Mr. Chisholm managed the development of the Board-approved Five-Year Plan to expand the Metro Rapid system to what is now over 20 BRT lines system-wide covering 400 miles and carrying 245,000 daily passengers. He also managed the implementation support for the next six lines and the high capacity vehicle analysis that MTA used to procure some 600 BRT-designed articulated buses. Mr. Chisholm served as Project Director for the Mid-Term Review of the performance of the first 15 Metro Rapid lines, including "lessons learned" for the industry.

Mr. Chisholm also served as the Project Director for LA Metro's Bus Speed Improvement Program originally for Wilshire Boulevard and now for the Countywide bus system. The BSIP followed a multi-tier set of criteria to screen candidate corridors first for demand/LOS thresholds and second for potential benefit based on application of a specialized transit delay reduction toolbox. The three major investment and three minor investment corridors were selected using a 20-year return-on-investment (ROI) cost-benefit analysis which was well received by stakeholders and the Board.

San Francisco Transit Effectiveness Project – Project Manager (2006-2009)

Served as Project Manager for the comprehensive market, service, and operations analysis of the San Francisco Municipal Railway (MUNI LRT, streetcar, cable car, trolleycoach, and motorcoach). The project was a collaborative effort with both SFMTA and the City Controller to support the redevelopment of the MUNI network of services and delivery systems. Major TEP tasks include analysis of MUNI bus and rail services and operations; transit preferential streets applications; consumer market segment and travel demand analysis; comprehensive bus and rail service restructuring plan; financial, operations, and organization development; and ongoing stakeholder outreach. The TEP recommended a financially sustainable redeveloped MUNI transit network that includes new LRT, BRT, streetcar, and Rapid Bus initiatives. Further, TMD developed Complete Street bus and streetcar/LRT prototypes for two-mile segments of the Market Street, Mission, Judah/Irving, and San Bruno corridors. The SFTEP and TMD's Santa Clara VTA COA were lauded by the Metropolitan Transportation Commission as transit success models for the Bay Area.

Russell Chisholm, Page 4

Denver RTD Sector Studies – Project Director (2001-2011)

Overall responsibility for TMD on-call project work for RTD now in its third five-year contract. Directed development of a second downtown BRT shuttle to complement the MallRide, assessment of FasTracks full build network connectivity costs and benefits; and a review of actual results for the Southeast Rail and bus network implementation. Overall responsibility for TMD work on several sector restructuring projects: Northside, Westside, and Southeast; the work involved major redevelopment of both regional and community transit services in the urban and suburban areas of Metro Denver. This is in response to both the T-Rex and FasTracks BRT, LRT, and Commuter Rail initiatives. Work included market assessment, ridership and service analysis, and operations review as well as development of working vehicle schedules for all recommendations. Additional work included development and testing of a system-wide timed transfer network, passenger transfer analysis, and development of new service warrants and performance standards.

Professional Resume

Tim Baker, Data Systems Manager



Overview

Scheduler/Data Analyst Tim Baker has over 20 years of experience in scheduling urban transit services, and in the development of transit-related information support systems. Mr. Baker has extensive experience in the development of vehicle and crew schedules, in both manual and computerized environments. He has developed a number of information systems and applications to support the scheduling and service planning functions. He is also skilled in database design and software development.

Transit Planning/Scheduling

Mr. Baker has over 20 years experience as a scheduler of trams & buses at the PTC & Yarra Trams (Melbourne, Australia), & TMD. During his tenure at the PTC, he participated in the implementation of computerized scheduling (HASTUS™). He has also worked extensively on run-time setting methodologies, including implementation of operationally viable run-times at Yarra Trams, which led to significant punctuality improvements.

Mr. Baker has highly developed and advanced skills in the use of HASTUS™ scheduling software (over 20 years experience). He is proficient in the development and implementation of work rules and parameters, for use in each of the facets of scheduling: vehicle blocking, crew runcutting, and rostering. He has experience in scheduling for small and large systems (including a 240 bus system for Veolia San Diego), and in implementing rules for complex and intricate labor agreements and operations.

Mr. Baker's recent scheduling projects at TMD include providing ongoing scheduling services, including complex runcutting and rostering, for Veolia Transportation (MTS San Diego, LACMTA, LA-DASH), First Transit (Foothill Transit Pomona), and Riverside Transit Agency California. Other recent scheduling clients include Buffalo NFTA, AC Transit, Norwalk Transit System, Summit Stage Colorado, Skybus Melbourne, and Suffolk County New York (for which he was responsible for providing efficient vehicle blocks, crew runcuts, and rosters, for an RFP). These projects involved the writing and/or developing of new or existing rules within HASTUS™ to produce efficient vehicle schedules, crew runcuts, and rosters. In 2005 Mr. Baker worked with Yarra Trams, Melbourne, to provide schedules for their 400+ tram system for the Commonwealth Games held in that city in 2006.

Education

Diploma of Information
Technology
(dual streams),
Victoria University of Technology
(Melbourne, Australia)

Experience

Transportation Management &
Design, Inc.

Yarra Trams (Melbourne,
Australia)

Public Transportation
Corporation (Melbourne,
Australia)

Tim Baker, Page 2

Transportation Information Systems

Mr. Baker has over 10 years experience in data analysis at TMD. He has advanced data analysis and cleansing skills, in the transit data environment, and is proficient in working with data from a variety of transport information systems.

Mr. Baker developed various systems to achieve the following goals: streamline scheduling & service planning processes; produce output statistics and reports; and interface with computerized scheduling systems. He has produced an application to generate optimal in-service running times using AVL data. Other accomplishments include the development of an application to take data directly from the HASTUS™ scheduling system to produce timetables for stop poles. He had also developed a system for importing patronage data, & producing proposed service levels.

Since joining TMD Mr. Baker has developed sophisticated database systems, including: an application used to maintain and track stop level information, and to produce outputs & interfaces to third party systems. Furthermore, TMD's in-house Service Analysis System (SAS) was primarily designed and developed by Mr. Baker. He has written many interfaces to convert data from various systems into formats suitable for other products, such as HASTUS™ and SAS. His recent client list includes the areas of Los Angeles, Oakland, Sacramento, Des Moines, Orange County, San Mateo County, San Diego, San Francisco, and Chicago (Pace).

Relevant Projects

Riverside Transit Agency (RTA - Riverside CA)

Mr. Baker has been involved in the RTA project since its inception. Over time he has assisted in the ongoing scheduling, runcutting, and rostering, as well as developing and enhancing parameters and "rules" related to contract or work rule changes. He has also been instrumental in the development of the required interfaces between the RTA AVL and Google interfaces. He is a key member of the TMD team in the newest proposal.

Veolia Transportation

TMD performs runcuts and rosters for Veolia Transportation at their San Diego and Los Angeles properties. For the San Diego operations, which have a complex and varied rule set across three garages, Mr. Baker uses HASTUS™ to produce cost efficient runcuts and rosters. Mr. Baker has been able to achieve significant efficiencies over time by enhancing the rule set he inherited, and is constantly meeting or exceeding the client's high expectations. For the Los Angeles operations, Mr. Baker established the initial HASTUS™ parameters and rule set and leads other TMD team members in optimizing runcuts and rosters, including impacts of alternative staffing levels, alternative working schedules (five days vs. four days) and operator relief patterns.

Tim Baker, Page 3

First Transit (Pomona, CA)

First Transit recently engaged TMD to produce runcuts and rosters for the fixed route transit service operating out of the Pomona division (under contract from Foothill Transit). Tim was the key member of the team that used HASTUS™ to produce cost efficient runcuts and rosters in line with the client's expectations.

The Transgroup (New York)

A private transportation provider in New York state, Transgroup engaged TMD to assist in the development of runcuts associated with work they were bidding on. Tim was a key part of the TMD team that used TMD's HASTUS™ software to provide various vehicle blocking scenarios, crew schedule scenarios, and rosters. Transgroup was successful in winning the bid and continues to work with TMD on current and future work.

Hampton Roads Transit (HRT- Norfolk, VA)

HRT recently opened its first light rail line (LRT). HRT has been a long term TMD client and it retained TMD to develop schedules, block and runcut its LRT schedules. Tim assisted in establishing the appropriate rule set in the scheduling software.

Professional Resume

Heath Edwards, GIS Manager



Overview

Heath Edwards began his planning career through a nine-month internship with the City of Carlsbad's GIS Department. Through this and his education, Mr. Edwards gained a comprehensive skill-set of ESRI's ArcGIS software and its application to local and regional planning efforts which he has been able to apply to his work at TMD. Upon graduation from UCSD he joined TMD in May 2006 as an Associate, leading in GIS-oriented task work. In 2007 Heath became the GIS Manager of TMD, and now manages and delegates GIS project work to TMD Associates.

While at TMD Mr. Edwards has developed and streamlined many GIS outputs that provide the basis for analysis, aid in presentations, and serve as visual representations in reports. These include:

- Demographic analysis and maps involving the collection and tabulation of Census data and the incorporation of land use shapefiles to more accurately calculate density.
- Development and implementation of a Travel Demand Index (TDI) that combines demographic, employment, and transit demand data in order to highlight geographical areas of potentially high transit demand.
- Incorporation of data collected on location with GIS shapefiles resulting in the opportunity for the most up-to-date data analysis and representation.
- Ridership analysis and maps that go beyond simple representation of boarding/alighting numbers but that, combined with other variables, use regression analysis to classify geographical areas according to their potential for transit success.
- Travel demand analysis and maps portraying travel patterns based on mode; private vehicle, public transit, etc... This also requires proficiency in MS Access and at migrating data among various Microsoft software products and ESRI's software suite of products.

Education

B.A., Urban Studies and Planning
University of California,
San Diego

Experience

Transportation Management &
Design, Inc.

City of Carlsbad, GIS Department

16/1

Heath Edwards, Page 2

- Performance Indicator maps built from TMD's SAS output. This involves creating an offset version of the network and then tabulating underlying data. The end result is to create a single map representation of every route's analysis segments.
- Bus stop spacing analysis that incorporates spatial elements such as incline, crosswalk availability, and others. This analysis is accomplished using ESRI's Network Analyst software extension and is very useful in determining an accurate walk shed within a network service area.
- Title VI Survey data mining, comparative table creation, and map representation.
- Data review/repair/creation - whether upon scrutiny data is found to be incorrect or simply does not exist, Mr. Edwards has experience updating and creating data so that it accurately portrays the reality of the physical world.
- Data Management - in the development of multiple phase implementation plans it is imperative that data be categorized and segregated to avoid confusion and mistakes. At the same time this attention to organization creates faster turnaround times in response to client requests.
- Design and print map documents ranging in size from 8.5"x 11" to 44"x 60" to be used in public presentations, reports, meetings, and for display.
- Design interactive maps for presentation and/or analysis.

Professional Resume

Jayson Mercurius, Chief Operations Officer



Summary

Financial Staffing and Consulting Services Professional with over 10 years of progressive experience in sales, leadership, and management. Proven ability to deliver increased productivity through sales training development, client-relations management, retention, and outstanding customer service.

Relevant Experience

JLM Staffing Solutions – Chief Operations Officer (Privately Held Company, Staffing and Recruiting industry.

March 2009–September 2011)

- Start-up company, helped create database client list and candidate list.
- Set up company to do business with government entities.
- Helped and improved overall sales.
- Establish strong relationships with many city authorities.
- Attend networking events and speaking engagements for business development.

Robert Half International – Finance & Accounting (Public Company, Staffing and Recruiting industry.

June 2006–February 2009)

- Motivate, train, develop, and direct the Salaried Professional full-time consulting service divisions for the Inland Empire marketplace.
- Oversee a team of 15 to 20 consultant's production; execute personal production required for all client and candidate placements activities.
- Supervised the administrative functions of the division.
- Develop and grow client base by selling temporary, project, and full time finance and accounting staffing solutions.
- Execute a variety of sales calls and conduct in-person meetings with key managers to C-level and senior-level executives for the purpose of relationship building and providing a total financial staffing solution based on the 125 and 12 model.
- Negotiate rates and fees with clients, as well as, conduct negotiations training seminars for new and tenured staffing managers.
- Recruit, hire, and terminate for consulting staff.

Education

Bachelor of Arts,

Business Administration

Concentration: Finance & Accounting

California State University, Northridge

Computer Skills

MS Word

MS Excel

MS Outlook

Lacerte

QuickBooks

Micro J Plus

Jayson Mercurius, Page 2

- Recruited 20 to 25 financial professionals weekly; interviewed and identified temporary and temporary to full-time opportunities for these candidates and provided ongoing professional valued-added career guidance.
- Resolve any customer service issues quickly and efficiently to maintain the highest level of customer satisfaction.

Selected Accomplishments:

- Achieved 1000+ billable hours within the first 9 months of employment, which was 64% above of the targeted goal. (2007)
- Promoted to head the Salaried Professional Program and increased the revenue by 104% within the first 9 months of leadership and thus achieved an historical "all time high" for the Ontario Branch Accountemps book of business. (2008)
- Ranked at the top of the Accountemps Salaried Professional Services for quality assurance and received the award for outstanding customer service to both clients and candidates.
- Regional Top Producer for 13 consecutive months from May 2007 to June 2008
- Received Regional top producer award for May thru August of 2007 and ranked #8 in Southern California for Accountemps during this period. (2007)
- Attained a historical "all time high" for Salaried Professional Services for the Ontario Branch. (2008)

164

4

ATTACHMENTS

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

J L M STAFFING SOLUTIONS, INC.

9431 HAVEN AVENUE
RANCHO CUCAMONGA, CA 91730

Owner: LASHONDRA FERGUSON
Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

* 561320 Temporary Help Services

561310 Employment Placement Agencies

6

Work Category Code(s)

C8700	CONSULTANT, NON ENGINEERING	I7360	PERSONNEL SUPPLY SERVICES
18890	SERVICES, NEC (NOT ELSEWHERE CLASSIFIED)		

Licenses

CERTIFYING AGENCY:

LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012 0000

(213) 922-2600

UCP Firm Number: 39975

November 9, 2011

CUCP OFFICER



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

CALIFORNIA UNIFIED CERTIFICATION PROGRAM



November 9, 2011

CUCP #39975
Metro File # 5779

LaShondra Ferguson
JLM Staffing Solutions
9431 Haven Avenue
Rancho Cucamonga, CA 91730

RE: Disadvantaged Business Enterprise Certification

Dear Ms. Ferguson:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
561320	Temporary Help Services	\$13.5 million
561311	Employment Placement Agencies	\$7.0 million
541612	Human Resources Consulting Services	\$7.0 million
541613	Marketing Consulting Services	\$7.0 million

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at www.californiaucp.com. Any additions and revisions must be submitted to Metro for review and approval.

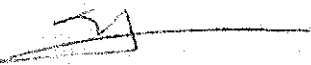
In order to assure continuing DBE status, you must submit annually a No Change Declaration form (which will be sent to you) with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. I wish you every business success and should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,


Shirley Wong
Certification Representative
Diversity & Economic Opportunity Department

C:\Documents and Settings\jgarcia\My Documents\00 - MTA Files\CERTIFICATION\Cert-Word\00 - Shirley Wong\J Firms\JLM Staffing Solutions DBE.doc

Small Business Certification Unit
One Gateway Plaza, Mail Stop 99-8-4, Los Angeles, CA 90012-2952
Ph: 213-922-2600 Fax: 213-922-7660

1516/2

1108



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

November 9, 2011

Metro File # 5779

LaShondra Ferguson
JLM Staffing Solutions
9431 Haven Avenue
Rancho Cucamonga, CA 91730

Re: Small Business Enterprise Certification

Dear Ms. Ferguson:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under the Metro SBE Program. Your firm will be listed in the Metro SBE database of certified SBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
561320	Temporary Help Services	\$13.5 million
561311	Employment Placement Agencies	\$7.0 million
541612	Human Resources Consulting Services	\$7.0 million
541613	Marketing Consulting Services	\$7.0 million

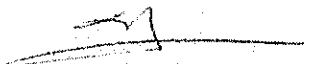
Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Should any changes occur that could affect your certification status, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. SBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. I wish you every business success and should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,


Shirley Wong
Certification Representative
Diversity & Economic Opportunity Department

COST
PROPOSAL

City of Banning

Comprehensive Analysis of Pass Transit's Fixed-Route Service,
Commuter Routes, Express Routes and Dial-a-Ride Service

SUBMITTED BY:





SAN DIEGO
United States

1902 Wright Place
Suite 180
Carlsbad, CA 92008
760.476.9600 tel
760.476.9602 fax
www.tmdinc.net

Incorporated 1998
California

February 28, 2013

Heidi Meraz
Community Services Director
City of Banning
99 E. Ramsey St.
Banning, CA 92220

Subject: Comprehensive analysis of Pass Transit's Fixed-Route
Service, Commuter Routes, Express Routes and Dial-a-Ride Service

Dear Ms. Meraz:

Transportation Management & Design, Inc. (TMD) is pleased to submit our proposal for this project to the City of Banning. Our team includes JLM Staffing Solutions. As requested, TMD is providing all requested documents along with our qualifications.

Our firm is uniquely qualified to undertake this project for a number of reasons:

- Our prior and current experience with neighboring transit systems: TMD has a long history of working with the Riverside Transit Authority and SunLine Transit. RTA recently selected TMD to perform its COA and work on that project is currently underway. We have worked extensively with SunLine in the past on projects ranging from route planning to service scheduling. We are very familiar with Pass Transit and the service area.
- Highly Experienced Team: The TMD Team brings proven expertise and experience in all areas required by the Scope.
 - Project Manager **China Dungfelder** will manage the project and coordinate work with the City of Banning and with other members of the team. Ms. Dungfelder is the project manager for the current RTA COA and has managed COA's in Orange County, Des Moines, Buffalo, Indianapolis, and Omaha.
 - Project Director **Russell Chisholm** has over 30 years of transit service design and implementation experience. Mr. Chisholm brings a focus on financially sustainable transit through improving system efficiency and effectiveness. Over the past 20 years, has managed or directed many comprehensive operational analyses, line-by-line analyses, and transit restructuring projects in the Southern California area. He is also actively involved in the RTA COA that is currently underway.
 - **JLM Staffing Solutions (JLM)** is a certified DBE firm that specializes in providing temporary staff. The firm will provide personnel to conduct the on-board ridecheck and on-board survey. JLM is currently working with TMD to complete the on-board ridecheck and on-board survey for the RTA COA.
- TMD's Core Practice/Experience: TMD has performed numerous transit system evaluation and restructuring projects throughout Los Angeles County, Southern California, and across the Country to improve service, cost efficiency, and effectiveness. TMD's most recently completed projects include COA's for Orange County,

173



Des Moines (IA), Buffalo (NY), and Indianapolis (IN). Previous line-by-line analyses have been completed for Norwalk Transit, Gardena Transit, Santa Monica Big Blue Bus, Torrance Transit, Montebello Transit, Glendale Beeline, Burbank BLT, Pasadena ARTS, Long Beach Transit, and LADOT. We have also worked extensively with LADOT on both DASH and Commuter Express studies; with LA Metro on the Metro Rapid, Orange Line, and Metro Connections; and with LA County/LA Metro/LADOT and member cities on the San Fernando Valley, Downtown/Eastside, Westside, and Southeast LAC Transit Restructuring Projects. We will bring all of this experience in proven innovation, best practices, and successful implementation in systems similar to Pass Transit in this Comprehensive Operational Analysis.

- TMD's Balanced Focus: Our focus has been to achieve not only immediate-term efficiency and effectiveness improvements but to design for long-term. We accomplish this by improving performance through the attraction of additional ridership and **sustained** cost effectiveness. We build in **cost efficiency** and **market attraction** during the service development phase, not add it during implementation.
- Practical Approach/Realistic Recommendations: TMD always strives to fully familiarize itself with the conditions and circumstances at each transit system. We approach each of our projects from a fresh perspective, taking nothing for granted and familiarizing our team with the City, its policy environment, market for transit, operating environment, and various transit services. In developing recommendations, our approach will be to provide the City with the range of possibilities, together with associated costs and benefits. As always, we take a **realistic approach** to developing plans that follow **sound transit planning and business practices** that are also **within the capability of the local agency to implement and support**, recognizing the realities of local transit funding.

Our team will bring to the City both the expertise and the experience needed to fully evaluate the current system and develop recommendations for enhanced service efficiency and effectiveness that will help position Pass Transit to meet the current and future transit needs of Banning's residents and daily visitors.

Mr. Russell Chisholm, President of TMD, is authorized to represent the firm in all matters regarding this proposal. He can be contacted at 1902 Wright Place, Suite 180, Carlsbad, CA 92008, telephone (760) 476-9600, fax (760) 476-9602, or via email at rchisholm@tmdinc.net. All project work will be completed from TMD Headquarters in San Diego. This proposal shall remain valid for no longer than one hundred twenty (120) days. We look forward to the opportunity to work with the City of Banning on this important project.

Respectfully yours,

Transportation Management & Design, Inc.

A handwritten signature in black ink that reads "Russell Chisholm". The signature is written in a cursive, flowing style.

Russell Chisholm

President

174

Cost Proposal

Transportation Management & Design, Inc. and its team partner, JLM Staffing Solutions have prepared a Cost Proposal for the City of Banning that reflects all work requested in the RFP and our proposed Work Plan. The Cost Proposal of \$87,253 is inclusive of all costs (shown in Table 1).

The City of Beaumont has requested a similar scope of services. Since undertaking a concurrent project for the City of Beaumont would allow for economies of shared project coordination including meetings, field work, and outreach, the overall cost for the City of Banning will be less than this standalone proposal. If both projects were to be executed, the cost for the City of Banning would be \$61,899 (shown in Table 2) and the cost for the City of Beaumont would be \$65,485 (shown in Table 3).

We are ready to answer any questions that the City of Banning may have regarding the proposed Work Plan and Cost Proposal.

Table 1: Standalone Banning Study Budget

Labor/Task	Task 1A	Task 1B	Task 1C	Task 1D	Task 2A	Task 2B	Task 2C	Task 2D	Task 3A	Task 3B	Project Mgmt	Labor Hours	Labor Rate	Total Cost
	Analyze Fleet-Route	Rider Survey & Transfer Analysis	Describe Local & Regional Development Patterns	Identification of Service Issues	Describe Current & Projected Funding Levels	Performance Standards	Service Alternatives	Public Comment Opportunity	Prepare Action Plan	Present Action Plan				
Russell Chisholm - Project Director	2	2	4	4	4	4	16	4	8	6	8	62	\$73.47	\$4,555
China Dungeelder - Project Manager	16	8	16	16	8	8	32	28	32	14	17	156	\$44.00	\$8,580
Timothy Baker - Data Analyst	64	0	0	0	0	0	0	0	0	0	0	64	\$48.43	\$3,089
Heath Edwards - GIS Coordinator	0	0	12	16	0	0	16	4	8	8	0	56	\$33.00	\$1,848
Associates	80	36	40	40	40	24	64	20	64	8	0	416	\$28.00	\$11,648
Administration	0	0	0	0	0	0	0	0	0	0	14	14	\$37.00	\$518
LABOR HOURS	162	46	72	76	52	36	128	52	112	32	39	807		
LABOR COST	\$6,190	\$1,507	\$2,514	\$2,646	\$1,766	\$1,318	\$4,904	\$2,086	\$4,052	\$1,413	\$1,854			\$30,248
Fringe Benefits 30%	\$1,857	\$452	\$754	\$794	\$530	\$395	\$1,471	\$626	\$1,216	\$424	\$556			\$9,075
Overhead 118%	\$7,305	\$1,778	\$2,965	\$3,122	\$2,084	\$1,555	\$5,786	\$2,461	\$4,781	\$1,667	\$2,187			\$35,693
TOTAL LABOR & OVERHEAD	\$15,352	\$3,737	\$6,234	\$6,562	\$4,379	\$3,268	\$12,161	\$5,173	\$10,048	\$3,504	\$4,597			\$76,016
TRANSPORTATION MANAGEMENT & DESIGN, INC.														
OTHER DIRECT COSTS														
Travel	\$104	\$0	\$0	\$104	\$0	\$0	\$208	\$208	\$0	\$104	\$0			\$728
Lodging	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$600
Per Diem	\$200	\$0	\$0	\$0	\$0	\$0	\$75	\$30	\$0	\$30	\$0			\$965
Communications	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
Printing	\$100	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$350
Software Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
Materials & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
OTHER DIRECT COSTS	\$1,004	\$250	\$0	\$104	\$0	\$0	\$283	\$238	\$0	\$134	\$0			\$2,043
TOTAL TMD	\$16,356	\$3,987	\$6,234	\$6,696	\$4,379	\$3,268	\$12,444	\$5,411	\$10,048	\$3,638	\$4,597	807		\$77,059

Labor/Task	Task 1A	Task 1B	Task 1C	Task 1D	Task 2A	Task 2B	Task 2C	Task 2D	Task 3A	Task 3B	Project Mgmt	Labor Hours	Labor Rate	Total Cost
	Supervisor	Checker												
Supervisor	48											48	\$17.55	\$842
Checker	91											91	\$16.60	\$1,420
LABOR HOURS	139	0	0	0	0	0	0	0	0	0	0	139		
LABOR COST	\$2,262	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$2,262
JLM Staffing														
OTHER DIRECT COSTS														
Travel														\$0
Lodging														\$0
Per Diem														\$0
Communications														\$0
Printing														\$0
Software Fees														\$0
Materials & Supplies														\$0
Miscellaneous														\$0
OTHER DIRECT COSTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
TOTAL SUBCONTRACTOR A	\$2,262	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	139		\$2,262

TOTAL	Task 1A	Task 1B	Task 1C	Task 1D	Task 2A	Task 2B	Task 2C	Task 2D	Task 3A	Task 3B	Project Mgmt	Total Hours	Total Cost
Project Fee (10%)	\$1,862	\$399	\$623	\$670	\$438	\$327	\$1,244	\$541	\$1,005	\$364	\$460		\$7,932
TOTAL PROJECT COST	\$20,480	\$4,386	\$6,858	\$7,365	\$4,817	\$3,595	\$15,688	\$5,952	\$11,053	\$4,002	\$5,057	946	\$67,253

Table 2: Joint Study (Banning Portion)

Labor/Task	Task 1A	Task 1B	Task 1C	Task 1D	Task 2A	Task 2B	Task 2C	Task 2D	Task 3A	Task 3B	Project Mgmt	Labor Hours	Labor Rate	Total Cost
Russell Chisholm - Project Director	1	35	40	54	41	21	96	44	82	32	31	569		
China Dungefield - Project Manager	8	4	8	8	6	5	24	24	24	14	13	138	\$73.47	\$3,159
Timothy Baker - Data Analyst	35	0	0	0	0	0	0	0	0	0	0	36	\$44.00	\$6,072
Heath Edwards - GIS Coordinator	0	0	6	16	0	0	8	8	8	4	0	42	\$48.43	\$1,743
Associates	48	30	24	28	32	14	52	15	44	8	0	295	\$33.00	\$1,385
Administration	0	0	0	0	0	0	0	0	0	0	14	14	\$28.00	\$8,288
LABOR HOURS	93	35	40	54	41	21	96	44	82	32	31	569	\$37.00	\$518
LABOR COST	\$3,513	\$1,089	\$1,369	\$1,811	\$1,380	\$759	\$3,658	\$1,798	\$2,983	\$1,413	\$1,384			\$21,167
Fringe Benefits 30%	\$1,054	\$327	\$411	\$543	\$414	\$228	\$1,097	\$539	\$898	\$424	\$415			\$6,350
Overhead 118%	\$4,145	\$1,286	\$1,615	\$2,137	\$1,629	\$896	\$4,316	\$2,121	\$3,532	\$1,667	\$1,633			\$24,977
TOTAL LABOR & OVERHEAD	\$8,712	\$2,702	\$3,395	\$4,491	\$3,423	\$1,882	\$9,071	\$4,459	\$7,422	\$3,504	\$3,432			\$52,493
OTHER DIRECT COSTS														
Travel	\$52	\$0	\$0	\$104	\$0	\$0	\$156	\$208	\$0	\$104	\$0			\$624
Lodging	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$300
Per Diem	\$100	\$0	\$0	\$30	\$0	\$0	\$53	\$30	\$0	\$30	\$0			\$243
Communications	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
Printing	\$100	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$350
Software Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
Materials & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
OTHER DIRECT COSTS	\$552	\$250	\$0	\$134	\$0	\$0	\$208	\$238	\$0	\$134	\$0			\$1,516
TOTAL TMD	\$9,264	\$2,952	\$3,395	\$4,625	\$3,423	\$1,882	\$9,279	\$4,697	\$7,422	\$3,638	\$3,432	569		\$54,009

Labor/Task	Task 1A	Task 1B	Task 1C	Task 1D	Task 2A	Task 2B	Task 2C	Task 2D	Task 3A	Task 3B	Project Mgmt	Labor Hours	Labor Rate	Total Cost
Supervisor	48											48	\$17.55	\$842
Checker	91											91	\$15.60	\$1,420
LABOR HOURS	139	0	0	0	0	0	0	0	0	0	0	139		
LABOR COST	\$2,262	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$2,262
OTHER DIRECT COSTS														
Travel														\$0
Lodging														\$0
Per Diem														\$0
Communications														\$0
Printing														\$0
Software Fees														\$0
Materials & Supplies														\$0
Miscellaneous														\$0
OTHER DIRECT COSTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
TOTAL SUBCONTRACTOR A	\$2,262	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	139		\$2,262

Labor/Task	Task 1A	Task 1B	Task 1C	Task 1D	Task 2A	Task 2B	Task 2C	Task 2D	Task 3A	Task 3B	Project Mgmt	Labor Hours	Labor Rate	Total Cost
TOTAL	\$1,153	\$296	\$399	\$463	\$342	\$188	\$928	\$470	\$742	\$364	\$343	708		\$5,627
Project Fee (10%)	\$115.3	\$29.6	\$39.9	\$46.3	\$34.2	\$18.8	\$92.8	\$47.0	\$74.2	\$36.4	\$34.3			\$562.7
TOTAL PROJECT COST	\$1,268.3	\$325.6	\$438.9	\$509.3	\$376.2	\$206.8	\$1,020.8	\$517.0	\$816.2	\$400.4	\$377.3	708		\$6,189.7

177

Table 3: Joint Study (Beaumont Portion)

Labor/Task	Task 1A	Task 1B	Task 1C	Task 1D	Task 2A	Task 2B	Task 2C	Task 2D	Task 3A	Task 3B	Project Mgmt	Labor Hours	Labor Rate	Total Cost
Russell Chisholm - Project Director	1	1	2	2	3	2	12	4	6	6	4	43	\$73.47	\$3,159
China Dugfelder - Project Manager	8	4	8	8	6	5	24	24	24	14	13	138	\$44.00	\$6,072
Timothy Baker - Data Analyst	38	0	0	0	0	0	0	0	0	0	0	36	\$48.43	\$1,743
Heath Edwards - GIS Coordinator	0	0	6	16	0	0	8	4	8	4	0	42	\$1,386	\$1,386
Associates	48	30	24	28	32	14	52	16	44	8	0	296	\$28.00	\$8,288
Administration	0	0	0	0	0	0	0	0	0	0	14	14	\$37.00	\$518
LABOR HOURS	93	35	40	54	41	21	96	44	82	32	31	689		
LABOR COST	\$3,513	\$1,089	\$1,369	\$1,811	\$1,380	\$759	\$3,658	\$1,798	\$2,993	\$1,413	\$1,384			\$21,167
Fringe Benefits 30%	\$1,054	\$327	\$411	\$543	\$414	\$228	\$1,097	\$539	\$898	\$424	\$415			\$6,350
Overhead 118%	\$4,145	\$1,286	\$1,615	\$2,137	\$1,628	\$896	\$4,316	\$2,121	\$3,432	\$1,667	\$1,633			\$24,977
TOTAL LABOR & OVERHEAD	\$8,712	\$2,702	\$3,395	\$4,491	\$3,423	\$1,882	\$9,071	\$4,459	\$7,422	\$3,504	\$3,432			\$52,493
OTHER DIRECT COSTS														
Travel	\$52	\$0	\$0	\$104	\$0	\$0	\$156	\$208	\$0	\$104	\$0			\$624
Lodging	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$300
Per Diem	\$100	\$0	\$0	\$30	\$0	\$0	\$53	\$30	\$0	\$30	\$0			\$243
Communications	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
Printing	\$100	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$350
Software Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
Materials & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
OTHER DIRECT COSTS	\$552	\$250	\$0	\$134	\$0	\$0	\$208	\$238	\$0	\$134	\$0			\$1,516
TOTAL TMD	\$9,264	\$2,952	\$3,395	\$4,625	\$3,423	\$1,882	\$9,279	\$4,697	\$7,422	\$3,638	\$3,432	569		\$54,009

Labor/Task	Task 1A	Task 1B	Task 1C	Task 1D	Task 2A	Task 2B	Task 2C	Task 2D	Task 3A	Task 3B	Project Mgmt	Labor Hours	Labor Rate	Total Cost
Supervisor	48											48	\$17.55	\$842
Checker	300											300	\$15.60	\$4,680
LABOR HOURS	348	0	0	0	0	0	0	0	0	0	0	348		
LABOR COST	\$5,522	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$5,522
OTHER DIRECT COSTS														
Travel														
Lodging														
Per Diem														
Communications														
Printing														
Software Fees														
Materials & Supplies														
Miscellaneous														
OTHER DIRECT COSTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
TOTAL SUBCONTRACTOR A	\$5,522	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	348		\$5,522

Labor/Task	Task 1A	Task 1B	Task 1C	Task 1D	Task 2A	Task 2B	Task 2C	Task 2D	Task 3A	Task 3B	Project Mgmt	Total Hours	Total Cost
TOTAL	\$1,479	\$295	\$339	\$453	\$342	\$185	\$928	\$470	\$742	\$964	\$543	917	\$5,953
Project Fee (10%)	\$147.9	\$29.5	\$33.9	\$45.3	\$34.2	\$18.5	\$92.8	\$47.0	\$74.2	\$96.4	\$54.3		\$595.3
TOTAL PROJECT COST	\$1,626.9	\$324.5	\$372.9	\$508.3	\$376.2	\$203.5	\$1,020.8	\$517.0	\$816.2	\$1,060.4	\$597.3	917	\$6,548.3

178

**SUCCESSOR AGENCY TO THE DISOLVED
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING
CONSENT**

DATE: May 28, 2013

TO: Chair and Successor Agency Board Members

FROM: Bill R. Manis, Economic Development Director/Public Information Officer

SUBJECT: Adoption of Resolution No. 2013-04 SA Accepting and Implementing the Direction of the State Department of Finance Finding of Completion Determination Letter and the Reinstatement of Use of Bond Proceeds

RECOMMENDATION:

That the City Council, acting in its capacity as the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning:

1. Adopt Resolution No. 2013-04 SA (Attachment A) accepting the Department of Finance Finding of Completion determination to:
 - a. Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as enforceable obligation, provided the Oversight Board makes a finding that the loan was for legitimate redevelopment purposes per Health and Safety Code Section 34191.4 (b) (1). Loan repayments will be governed by criteria in Health and Safety Code Section 34191.4 (a) (2); and
 - b. Utilize proceeds derived from bonds issued prior to January 1, 2011, in a manner consistent with the original bond covenants, and for the purpose for which such bonds were issued, per Health and Safety Code Section 34191.4 (c).
2. Receive and file the State Department of Finance Letter (Attachment B) dated April 26, 2013, confirming the Finding of Completion for the Banning Successor Agency.

BACKGROUND:

Pursuant to Health and Safety Code ("HSC") Section 34179.9.7, the State Department of Finance ("DOF") will issue a Finding of Completion ("FOC") to a Successor Agency once the following conditions have met and verified:

1. The successor agency has paid the full amount as determined during the due diligence reviews and the county auditor-controller has reported those payments to the Department of Finance; and
2. The successor agency has paid the full amount as determined during the July True-Up process.

The Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning received its FOC determination letter on April 26, 2013. Upon receiving the FOC determination letter, successor agencies are allowed to do the following:

1. Retain dissolved RDA assets per HSC Section 34191.5 (c) (2) ;
2. Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC Section 34191.4 (b) (1); and
3. Utilize proceeds derived from bonds issued prior to Jan. 1, 2011 in a manner consistent with the original bond covenants per HSC Section 34191.4 (c)

Additionally, upon receiving the FOC the Successor Agency is required to submit a Long-Range Property Management Plan ("LRPMP") to the DOF for Review and Approval per HSC Section 34191.4 (b) within six months of receiving the FOC. The LRPMP for the Banning Successor Agency is due on or before October 26, 2013, and will address the disposition and use of the real properties of the former redevelopment agency.

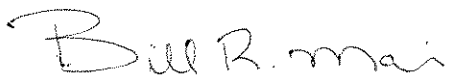
Concurrent with the FOC, the DOF also authorized the Successor Agency to reinstate the use of pre-2011 bond proceeds stating that the Agency may now, "Utilize proceeds derived from bonds issued prior to January 1, 2011, in a manner consistent with the original bond covenants." Resolution No. 2013-04 SA (Attachment B) accepts and implements that direction from the DOF. Nothing in ABX126 or AB1484 requires the Oversight Board to approve the use of bond proceeds, especially after the Successor Agency has already received its FOC.

Staff recommends that the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning adopt Resolution No. 2013-04 SA and receive and file the attached FOC determination letter for the City of Banning dated April 26, 2013, by the DOF. :

FISCAL IMPACT:

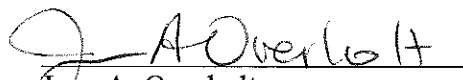
There are no fiscal impacts associated with the action.

RECOMMENDED BY:



Bill R. Manis
Economic Development Director

REVIEWED BY:



June A. Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:



Andy Takata
City Manager

Attachments:

- A. Resolution No. 2013-04 SA
- B. DOF - Finding of Completion

ATTACHMENT A
RESOLUTION NO. 2013-04 SA

RESOLUTION NO. 2013-04 SA

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER BANNING COMMUNITY REDEVELOPMENT AGENCY ACCEPTING AND IMPLEMENTING THE DIRECTION OF STATE DEPARTMENT OF FINANCE TO USE PRE-2011 BOND PROCEEDS FOR THE PURPOSES FOR WHICH THEY WERE ISSUED

The City of Banning, Acting as Successor Agency to the Former Community Redevelopment Agency of the City of Banning DOES RESOLVE as follows:

WHEREAS, as a result of Assembly Bill X1 26 (AB 26), which was signed by the Governor on June 28, 2011 and confirmed by the Supreme Court (*California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861)) on December 29, 2011, and as amended by AB 1484, all California redevelopment agencies were dissolved as of February 1, 2012 and successor agencies became responsible for winding down the affairs of the former redevelopment agencies; and

WHEREAS, the City is, by operation of law, the Successor Agency to the Redevelopment Agency for purposes of winding-down the Redevelopment Agency under AB 26 and AB 1484 (collectively, the "Dissolution Laws"); and

WHEREAS, Pursuant to Health and Safety Code ("HSC") Section 34179.9.7, the State Department of Finance ("DOF") will issue a Finding of Completion to a Successor Agency once the following conditions have met and verified: (1) The successor agency has paid the full amount as determined during the due diligence reviews and the county auditor-controller has reported those payments to the Department of Finance; and (2) The successor agency has paid the full amount as determined during the July True-Up process.

WHEREAS, The Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning met the above-listed conditions and received its Finding of Completion determination letter from DOF on April 26, 2013.

WHEREAS, Concurrent with the Finding of Completion, the DOF expressly authorized the Successor Agency to reinstate the use of pre-2011 bond proceeds, stating that the Agency may now, "Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants." The DOF's letter authorizing this reinstatement of bond proceeds is attached hereto as Exhibit "1".

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY BOARD:

Section 1: The Successor Agency hereby accepts and implements the DOF's April 26, 2013, authorization to "utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants."

Section 2: The Successor Agency hereby directs Agency staff to present this Resolution to the Banning Oversight Board for review and acceptance.

PASSED, APPROVED, AND ADOPTED by the Successor Agency this 28th day of May, 2013.

Deborah Franklin, Chairperson
Successor Agency

ATTEST:

Marie A. Calderon, Secretary
Successor Agency

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, General Counsel of the Successor Agency
Aleshire & Wynder, LLP

CERTIFICATION:

I, MARIE CALDERON, City Clerk of the City of Banning, seating as the Secretary of the Successor Agency, California, do hereby certify that Resolution No. 2013-04 SA was adopted by the City of Banning, seating as the Successor Agency to the dissolved Community Redevelopment Agency of the City of Banning at a regular meeting held on the 28th day of May, 2013 and that the same was adopted by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie Calderon, Secretary
Successor Agency
City of Banning, California

183

EXHIBIT 1 TO RESOLUTION NO. 2013-04 SA

EXHIBIT B TO AGENDA REPORT

**STATE DEPARTMENT OF FINANCE FINDING OF
COMPLETION DETERMINATION LETTER**



DEPARTMENT OF
FINANCE

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

April 26, 2013

Ms. June Overholt, Administrative Services Director
City of Banning
99 East Ramsey Street
Banning, CA 92220-0998

Dear Ms. Overholt:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of Banning Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

STEVE SZALAY
Local Government Consultant

cc: Mr. Bill Manis, Economic Development Director, City of Banning
Ms. Pam Elias, Chief Accountant, Property Tax Division, Riverside County
Auditor Controller
California State Controller's Office

185

CITY COUNCIL AGENDA
REPORT OF OFFICERS

DATE: May 28, 2013

TO: Honorable Mayor and City Council

FROM: Heidi Meraz, Community Services Director

SUBJECT: Banning Centennial Train Festival

RECOMMENDATION:

It is recommended that the Mayor and Council Members approve the request for the City to partner with the Centennial Committee in the production of the Banning Centennial Train Festival to be held Saturday, October 19, 2013, 10 a.m.- 5 p.m. and Sunday, October 20, 2013, 10 a.m. – 4 p.m.

BACKGROUND:

2013 is the City of Banning's 100th year as an incorporated city,

The first organizational meeting for the 2013 Banning Centennial was held in March of 2011. From the initial meeting a group of fifteen dedicated Banning residents formed and have diligently worked together to plan and carryout activities throughout the City of Banning's 100th year.

Funds have been raised by the committee to produce several quality events that not only celebrate Banning's history, but also engage the community by providing opportunities to come together. The Banning Centennial Train Festival is one such event, and because of the size and nature of the event, the Gymnasium at Nicolet School is needed, and as such the committee has respectfully asked that the City partner with the Centennial Committee to obtain use of the facilities through the Joint Use Agreement which is shared between the City and the School District.

The Centennial Committee will take full responsibility for the school site facility during their use and make sure that it is cleaned appropriately at the end of the event as well as provide the necessary required insurance. The school district has denied the use for the event unless it is presented as a city sponsored event.

JUSTIFICATION:

The Centennial Committee has planned a quality event that will not only educate our community on Banning's railroad history, but has the potential to become an annual event

186

that serves as a community-building tool, bringing community members together, and as an economic driver, assisting with City name recognition and drawing people to the community for the event.

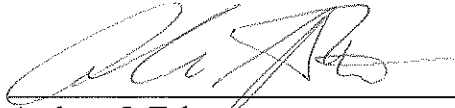
Fiscal Impact:

None

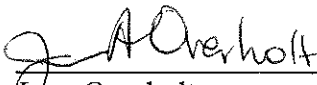
PREPARED BY:


Heidi Meraz
Community Services Director

APPROVED BY:

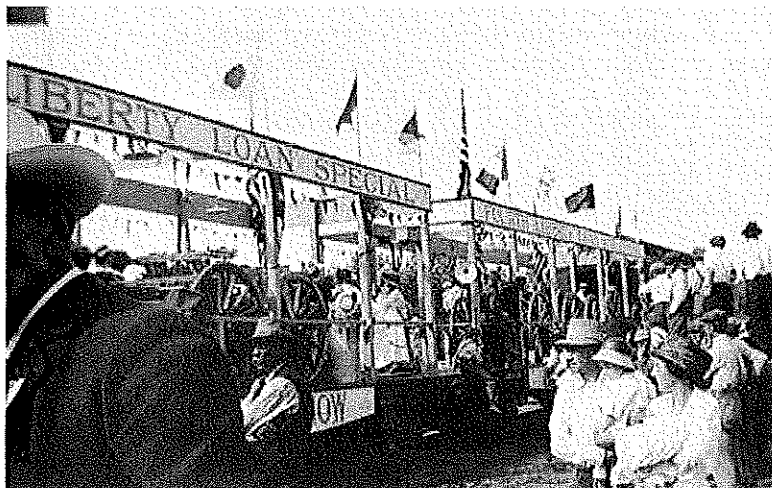

Andrew J. Takata
City Manager

REVIEWED BY:


June Overholt
Deputy City Manager/
Administrative Services Director

Attachments:

1. Exhibit "A" – Information from banning100birthday.com on the Banning Centennial Train Festival



A Trainload of Fun for the Entire Family

Taking place in the Fall 2013, the Banning Centennial Train Festival promises a captivating adventure that celebrates Banning's heritage as a railroad town. This festival will bring together railroading, model trains and the history of Banning and its surrounding area.

Event Info

Dates: Saturday, October 19, 2013, 10 a.m.- 5 p.m.; Sunday, October 20, 2013, 10 a.m. - 4 p.m.

Admission: \$5 (includes entry into all venues); children under 12 enter for free

Location: The Banning Centennial Train Festival will take place at the Banning Community Center, 789 N. San Geronio Ave, Banning CA 92220, including the gym, classrooms and Senior Center, Nicolet Middle School gym and Life Point Church for the train swap meet and expo.

Presenting Sponsor: Union Pacific

Come and enjoy learning about Banning's railroad history and equipment exhibits, children's train rides, displays of current railroad and transit operations, model railroad presentations, hobby clinics, operating scale model railroads, a model train and railroad collectible/antique swap meet and information booths for historical and hobby and community groups. There also will be a free self-guided model railroad layout tour in conjunction with the Festival.

Whether you have a long-running interest in railroads, are just starting to explore the fascinating train hobby, are looking to discover local culture and history or are seeking a day of family-friendly entertainment, this Festival is for you.

RESOLUTION NO. 2013-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ACCEPTING THE PROPOSAL FROM TRANSPORTATION MANAGEMENT AND DESIGN, INC TO PERFORM A COMPREHENSIVE ANALYSIS OF PASS TRANSIT'S FIXED ROUTE SERVICE, COMMUTER ROUTES, EXPRESS ROUTES AND DIAL-A-RIDE SERVICE

WHEREAS, the City of Banning operates a public transit service and recognizes a need to review operational efficiency to provide the best service possible for our customers; and

WHEREAS, the cities of Banning and Beaumont both operate public transit services in the Pass area under the name of Pass Transit and both cities are desirous of coordinating services to better serve the needs of the passengers; and

WHEREAS, Council previously authorized staff to secure a proposal for a joint Comprehensive Operational Analysis with the City of Beaumont ; and

WHEREAS, Staff solicited and received a proposal from Transportation Management and Design, Inc. as they were the consulting selected by Riverside Transit Agency through a formal bid process; and

WHEREAS, Funding has been allocated and available for the completion of the Comprehensive Operational Analysis as proposed in Exhibits A & B,

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF BANNING APPROVES AS FOLLOWS:

Section 1. Adopt Resolution 2013-58, approving the award of the Comprehensive Operations Analysis to Transportation Management and Design, Inc., in the amount of \$87,253.00, and authorize the City Manager, or his designee, to execute the necessary documents to complete said agreement.

Section 2. Authorize the Administrative Services Director to complete the necessary account as required for the completion of said project.

PASSED, APPROVED, AND ADOPTED this 28th day of May, 2013

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT

David J. Alshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2013-58, was duly adopted by the City Council of Banning, California, at a regular meeting thereof held on the 28th day of May, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, City Clerk
City of Banning