

CITY OF SAN CARLOS

CONFIDENTIAL GROUP

Salary and Benefit Resolution

July 1, 2023

to

June 30, 2026

CONFIDENTIAL GROUP

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CITY OF SAN CARLOS

CONFIDENTIAL GROUP

Salary and Benefit Resolution

This RESOLUTION modifies the existing terms of employment for the Confidential Group. The Confidential Group is a non-represented group and not a formally recognized employee organization. The members of the Confidential Group have been consulted in the development of these terms, and it is the Council's desire to adopt the revised terms as documented below.

1. **SALARIES**

Salaries are paid bi-weekly. The salary rates for all classifications are listed on Appendix A, attached hereto.

1.1 **Salary Rates**

The salary range for each classification shall be as specified in the attached Appendix "A" and shall take effect July 2023, July 2024 and July 2025.

The salary rates for all classifications are set forth in Appendix "A". For the pay period beginning July 3, 2023 the applicable base wage rate increases for a cost-of-living adjustment is:

<u>Classification</u>	<u>Percentage Increase</u>
All Classifications	5%

For the pay period beginning July 1, 2024 the applicable base wage rate increases for a cost-of-living adjustment is:

<u>Classification</u>	<u>Percentage Increase</u>
All Classifications	3%

For the pay period beginning July 14, 2025, the applicable base wage rate increases for a cost-of-living adjustment are:

<u>Classification</u>	<u>Percentage Increase</u>
All Classifications	3%

All increases or decreases in compensation shall take effect at the start of the first pay period following the date of the increase or decrease.

1.2 **Equity Adjustments**

Effective each year beginning on the first pay period of July 2023 – July 2025, some positions are eligible for equity adjustments based on a market comparables in the following agencies:

Burlingame, Cupertino, Foster City, Fremont, Hayward, Menlo Park, Milpitas, Mountain View, Palo Alto, Redwood City, San Mateo, Santa Clara, Sunnyvale, and Union City.

All adjustments have been incorporated into the monthly Salary Schedule as shown in Appendix A.

2. **OVERTIME**

Any authorized time worked in excess of 40 hours in the applicable designated FLSA workweek shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay. Any authorized time worked in excess of twelve (12) hours shall be compensable at the rate of two (2) times the employee's regular straight-time rate of pay. For purposes of Section Two, Overtime, "time worked" excludes time in paid status but not worked such as paid or unpaid sick leave hours, vacation hours, holidays, disability, or other leave or compensatory time off. An employee shall not be required to reduce a scheduled workday in whole or in part to avoid the payment for overtime worked on another scheduled workday. Compensatory time off may be taken in lieu of overtime payment. Such time shall be taken off at a time mutually agreeable to the employee and the Department Head. Accrued compensatory time off in excess of forty-eight (48) hours shall be liquidated by monetary payment to the employee during the month of October. However, accrued hours in excess of 48 may be retained if the employee has a scheduled and approved leave for which those hours will be taken.

The parties acknowledge that the classifications of Human Resources Management Analyst and Executive Assistant qualify for exemption from overtime pay under applicable law and are therefore excluded from overtime under this agreement.

2.1 **No Minimum Hours Guarantee**

For new hires as of July 1, 2010, the City does not guarantee any employee full-time (40 hour per week) employment and may reduce the hours of a budgeted position at any time. For incumbents of positions that have been permanently reduced to less than full time and remain subject to this Salary and Benefit Resolution, insurance benefits and paid leave accruals will be prorated in the ratio that the number of hours that the employee is regularly scheduled to work per week in the reduced position bears to forty (40) hours. (For example, an employee reduced to 32 hours per week will receive eighty percent (80%) of the section 125 plan contribution, vacation and sick leave accrual, and holiday pay that the employee would have received when working full-time.)

For employees hired prior to July 1, 2010, the City may reduce any employee to 37.5 hours per week. The City will consider 37.5 hours per week *to be* full-time employment and employees reduced to 37.5 hours per week will not experience a prorated reduction in insurance benefits *or* paid leave accruals.

3. **PAY FOR TEMPORARY APPOINTMENT TO A HIGHER CLASSIFICATION**

When an employee has been appointed temporarily to perform the work of a position having a different classification either within or outside of the employee group and being paid at a higher rate, and if he/she has worked in such classification for more than four (4), but less than thirty (30) consecutive workdays, he/she shall be entitled to payment at five

percent (5%) above his/her regular pay. For temporary assignments greater than 30 days, the City Manager may recommend to Council a salary rate within the existing range of the new classification. Payment shall commence with the first (1st) workday of the temporary assignment and shall continue, including holidays, during the period of temporary assignment. Such appointment shall be in writing by the Department Head and approved by the City Manager or his designated representative.

4. ADMINISTRATIVE LEAVE

Employees in the Human Resources Management Analyst, Legal Secretary, Deputy City Clerk and Executive Assistant classifications shall be credited with sixty (60) hours of Administrative Leave each January 1. Administrative leave shall be pro-rated for new hires based on the date of hire during the calendar year. Administrative leave must be used within the calendar year or else it is lost.

5. HOLIDAYS

Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for anyone (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

(1) January 1	New Year's Day
(2) Third Monday in January	Martin Luther King, Jr. Day
(3) Third Monday in February	President's Day
(4) Last Monday in May	Memorial Day
(5) June 19	Juneteenth
(6) July 4	Independence Day
(7) First Monday in September	Labor Day
(8) November 11	Veteran's Day
(9) Fourth Thursday in November	Thanksgiving Day
(10) Fourth Friday in November	Day after Thanksgiving
(11) December 25	Christmas Day

Regular full-time employees will be entitled to forty (40) hours of Floating time off. Such float time shall be arranged at least two (2) weeks in advance of the day desired and scheduled by mutual agreement with the Department Head. This amount will be pro-rated for new employees hired during the year. Float time must be used within the calendar year or else it is lost.

If an FLSA non-exempt employee is required to work on his or her holiday, he or she shall receive one and one-half (1.5) times his or her regular wage rate for the hours worked.

6. VACATION

6.1 Entitlement

All employees who hold full-time positions are entitled to twelve (12) working days' vacation pay upon successful completion of their first year of continuous service. Employees may take accrued vacation after the completion of six (6) months' service. After the first year, employees shall accrue vacation according to the following schedule:

<u>Length of Service</u>	<u>Vacation Accrual Rate</u>
1 st year to 4 years	12 days (96 working hours/3.694 hours bi-weekly)
After 4 years to 11 years	16 days (128 working hours/4.924 hours bi-weekly)
After 11 years	17 days (136 working hours/5.231 hours bi-weekly)
After 12 years	18 days (144 working hours/5.54 hours bi-weekly)
After 13 years	19 days (152 working hours/5.847 hours bi-weekly)
After 14 years to 16 years	21 days (168 working hours/6.462 hours bi-weekly)
After 16 years	22 days (176 working hours/6.77 hours bi-weekly)
After 17 years	23 days (184 working hours/7.077 hours bi-weekly)
After 18 years	24 days (192 working hours/7.385 hours bi-weekly)
After 19 years	25 days (200 working hours/7.70 hours bi-weekly)

6.2 Vacation Accrual

No employee shall be allowed to have an accumulation of more than two (2) years' vacation accrual to his or her credit at any one time. Effective July 1, 2021, the applicable accumulation ceiling will be lifted, and any vacation accrued in excess of the maximum allowed on or after that date shall be liquidated by monetary payment every year through payroll during the month of October. With the City Manager approval, employees may request the liquidation of their vacation accrued in excess of two (2) years prior to October.

6.3 Vacation Cash Out

An employee may make an irrevocable election to sell back to the City forty (40) hours in a calendar year of accumulated vacation at the employee's base rate of pay.

Sell back requests must be received by Payroll no later than December 31 for the following calendar year's elections. Elected hours not requested for distribution (sell back) by December 1 will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

6.4 Holiday Closures

The City Manager may designate up to five (5) specific workdays in each calendar year between Christmas Eve and New Year's Day during which employees may be required to take time off, charged to leave without pay, the employee's accumulated compensatory time, vacation, float time, administrative leave, or a combination thereof, as determined by the affected employee. The days must be consecutive for the employee but may differ between employees. Employees who do not have sufficient accumulated time off in their account to cover the required time off may request, and will be granted, sufficient advance on their vacation accrual to cover the uncovered balance. This advance will be recovered with the next vacation accruals earned by the employee. Time off work under this provision shall not be deemed a layoff.

7. SICK LEAVE

7.1 Accrual

Employees shall accrue sick leave credit at the rate of eight (8) hours per month. Unused sick leave may be accrued without limit.

7.2 Sick Leave Reinstatement

In accordance with State law, if an employee is rehired within one year from the date of separation, the previously accrued and unused sick hours shall be reinstated. The City will not reinstate any accrued paid time off that was paid out or applied to the calculation of pension at the time of termination, resignation, or retirement.

7.3 Family Sick Leave

The care of the employee's ill or injured immediate family member (as defined in Bereavement Leave and applicable state law) to a maximum of half of the employee's annual sick leave accrual (48 hours per year). Such leave is charged against an employee's accrued sick leave credit.

7.4 Bereavement Leave

In case of death within the immediate family of an employee, such employee shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service for a maximum of five (5) workdays.

For the purpose of this Section, immediate family is defined as husband, wife, domestic partner as defined by the State of California, father, mother, grandfather, grandmother, sister, brother, son, daughter, grandchild, mother-in-law, father-in-law, stepchild, stepmother, stepfather, or such person who has served in the place of the employee's parent.

Such leave shall not be charged against the employee as leave without pay nor deducted from the employee's accrued sick or vacation leave balances. All bereavement leave must be taken within three calendar months of the date of death.

7.5 Family Care Leave and Pregnancy Disability Leave

Family Care Leave and Pregnancy Disability Leave is granted to an employee in accordance with the Federal and State Law as adopted in the City's Family Care Leave Policy and Pregnancy Disability Leave Policy.

8. JURY DUTY

An employee summoned to jury duty shall inform his supervisor and if required to serve, may be absent from duty with full pay; provided, however, the employee must remit to the City, through the employee's Department Head, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.

9. BENEFITS

9.1 Health Plan Contributions for Active Employees

The City shall contribute the CalPERS (PEMHCA) minimum amount required by law for each active employee enrolled in a CalPERS health plan. Any remaining premium shall be paid by the employee either through the section 125 Plan (described below) or payroll deduction or a combination thereof.

9.2 Section 125 Flex Plan Contribution

- A. The City will continue to provide a Flexible Benefits plan, subject to the requirements and availability of Internal Revenue Code Section 125, allowing employees to use pre-tax compensation for PEMHCA medical premiums, eligible dependent care expenses, eligible uninsured medical expenses, or a combination thereof.
- B. Effective January 1, 2023, the City contributes each month up to the amounts listed below, based on the employee's level of medical plan enrollment, to each active employee's Section 125 Plan account.

Level of Medical Plan Enrollment	Amount of Monthly City Contribution
No Plan (opt out)*	\$1,011.51
Employee Only	\$1,011.51
Employee + One	\$1,721.99
Employee + Two or more	\$2,080.64

*An employee may elect to opt out of medical insurance coverage only in accordance with subsection 9.3 below. The amount shown in this table is the amount resulting from such election.

- C. Any amount remaining after the employee has designated the portions of his or her Section 125 plan contribution amount for the purposes described in paragraph A above will be deemed forfeited.
- D. Procedures for the administration of the Section 125 Plan shall be determined by the City. The City shall assume the administrative cost for the Plan.
- E. Effective January 1, 2024, the City's Section 125 contribution amounts will reflect a percentage portion of the average January 1, 2023 combined percentage premium increase at all levels of plan enrollment for the City's current miscellaneous employee PEMHCA plans (offered within San Mateo County) that exceeds two percent (2%).
- F. Effective January 1, 2025, the City's Section 125 contribution amounts will reflect a percentage portion of the average January 1, 2024 combined percentage premium increase at all levels of plan enrollment for the City's current miscellaneous employee PEMHCA plans (offered within San Mateo County) that exceeds two percent (2%).
- G. Effective January 1, 2026, the City's Section 125 contribution amounts will reflect a percentage portion of the average January 1, 2025, combined percentage premium increase at all levels of plan enrollment for the City's current miscellaneous employee PEMHCA plans (offered within San Mateo County) that exceeds two percent (2%).

9.3 Alternate Medical Benefit Program

Eligible employees who are covered by health insurance through their spouse or other source with benefits comparable to those provided through City sponsored plans may waive coverage under the City sponsored plans. The employee shall sign a waiver form

provided by the Human Resources Department. The City will pay such employee(s) an amount equal to the monthly employee only contribution to the Section 125 plan pursuant to section 9.2 above each month thereafter that the employee continues to receive health insurance through their spouse or other source.

The employee must understand that re-enrollment in the City sponsored CalPERS Plan is subject to the limitations/exclusions/time period instituted by CalPERS. Employees are eligible to re-enroll during the CalPERS open enrollment period. Upon the effective date of the re-enrollment, payments pursuant to this subsection 9.3 cease.

9.4 Retiree Health Plan Contributions

If an employee has worked for the City of San Carlos a minimum of ten (10) years and retires with a PERS retirement, the City will allow the retiree only to stay on the City's dental and vision insurance plans provided the employee pays the full premium(s) plus a two percent (2%) administration fee. This option must be exercised at the time of retirement.

The City shall contribute the minimum amount required by law toward the monthly premium for hospital and medical care under the CalPERS (PEMHCA) Health Plan for individuals who retire from the City through CalPERS.

9.5 Longevity Recognition Program

A. Employees hired by the City before January 1, 2009, who retire from the City through CalPERS who have completed at least ten (10) years of total continuous City service immediately preceding such retirement shall be eligible for a monthly payment in the amount equal to the monthly employee only contribution to the Section 125 plan pursuant to section 9.2 following retirement and continuing until the employee's death. This amount shall increase by the same percentages and at the same times as the City's Section 125 Plan contribution increases for active employees selecting employee-only medical coverage.

B. Employees hired on or after January 1, 2009, will not be eligible for Longevity Pay.

9.6 Dental Plan

The City shall provide a Dental Plan for eligible employees and their dependents and shall pay a maximum monthly amount of up to One hundred and seventy-five (\$175.00) Dollars. Effective July 1, 2015, the annual maximum reimbursement for dental expenses per fiscal year per covered participant will increase from \$1,500 to \$2,000. During the life of this agreement the City may select and implement a substitute plan(s). Any cost for the current or a substitute plan not paid by the City will be paid by the employee through payroll.

9.7 Vision Care Plan

The City agrees to pay for the cost of a vision plan covering the employee only. Such plan shall include annual frames, lenses, and examinations. Effective January 1, 2016, employees will be permitted to enroll their dependents in the Vision Care Plan. The entire premium for the dependent coverage will be paid by the employee by payroll deduction at their own expense at the applicable two-party or family rate then in effect minus the City's contribution for the employee's coverage.

The City agrees to contribute up to Thirty dollars (\$30.00) per month per employee in the Confidential Group towards the cost of a vision plan covering the employee only. Such plan shall include annual frames, lenses, and examinations.

9.8 Long-term Disability

The City shall continue to provide long-term disability insurance for employees in the Confidential Unit; the waiting period for long-term disability benefits shall be forty-five (45) days. The Long-Term Disability premium is taxed to allow the long-term disability payment to be issued on a tax-free basis.

9.9 Life Insurance

The City shall provide for each eligible employee life insurance in the amount of Two Hundred Thousand Dollars (\$200,000). The premium for the amount over \$50,000 is subject to Federal and State taxes.

9.10 Commuter Benefits

Employees can elect to designate a portion of salary before taxes (pretax income) to pay for qualified transit, vanpooling, or parking expenses (up to the IRS allowable monthly maximum). The City will also contribute up to \$225 per year per employee toward a commuter benefit program which would also be subject to the IRS allowable maximums. Such program for qualifying commuter expenses will be established by the City after the adoption of this Salary and Benefit Resolution.

10. RETIREMENT

For employees hired before March 16, 2009, the City provides the PERS 2.7 % @ 55 retirement benefit formula with the PERS single highest year final compensation average, conversion of unused sick leave to PERS service credit and Industrial Disability.

For employees hired on March 16, 2009, through April 22, 2012, the City provides the PERS 2.5% @ 55 retirement benefit formula with the PERS single highest year final compensation average, conversion of unused sick leave to PERS service credit and Industrial Disability.

For employees hired on April 23, 2012, through December 31, 2012, or “classic” CalPERS members, as defined by CalPERS, the City provides the PERS 2.0% @ 55 retirement benefit formula with the average of the three highest years compensation as the basis for calculating the pension, conversion of unused sick leave to PERS credit and Industrial Disability.

For employees hired on or after January 1, 2013, and are “new” CalPERS members, as defined by CalPERS, the City will provide the PERS 2.0% @ 62 retirement benefit formula with the average of the three highest years compensation as the basis for calculating the pension, conversion of unused sick leave to PERS credit and Industrial Disability.

10.1 Retirement Notice

Employees shall submit a notice of retirement in writing as far in advance as possible. Employees should submit a written letter to the City Manager at least 180 days before their

anticipated last day of work. If less than 180 days' notice is given and no extenuating circumstances prevented the employees from give the required notice, employees will not be allowed to run out their accrued vacation time prior to retirement.

10.2 Deferred Compensation 457 Plan Match

The City shall provide a contribution to an employee's deferred compensation account in an amount equal to the employee's contribution at a ratio of 1:1, to a maximum of two hundred and twenty-five dollars (\$225.00) per month. This shall not imply any City endorsement or responsibility for the performance of any deferred compensation account or instrument selected by the employee.

11. CALIFORNIA STATE DISABILITY INSURANCE & PAID FAMILY LEAVE

The Confidential Group participates in the California State Disability Insurance and Paid Family Leave programs. The cost for this program is paid completely by the employee.

11.1 State Paid Leave Integration:

- A. State Disability Insurance (SDI) and Paid Family Leave (PFL) integration will be made only when the employee is off work and meets the State's eligibility requirements.
- B. Integration will be made with accrued and unused sick leave first, and then, after exhaustion of all accrued sick leave or eligible family sick, at the employee's request, accrued and unused vacation leave, float, and/or accumulated Compensatory Time Off (CTO) will be used.
- C. The City will project the amount of SDI/PFL benefit to be received by an eligible employee for the purpose of integration, and the employee will provide the City with evidence of the SDI/PFL benefit received.
- D. An employee who does not wish to file for SDI/PFL, however, shall notify payroll and no such integration shall be made.

12. MILEAGE REIMBURSEMENT

The City agrees to reimburse employees for mileage driven in their personal vehicles while conducting City business at the rate specified by the IRS. Claims for such reimbursement must be submitted monthly on the proper City form and approved by the City before payment can be made.

13. FLEXIBLE BENEFIT PLAN

The City will continue to implement the provisions of the Internal Revenue Code Section 125 Plan, allowing employees to use pre-tax compensation for dependent care expenses, medical premiums, and excess medical expenses subject to the provisions of the Internal Revenue Code. Participation is through the Direct Reimbursement Plan.

14. EDUCATION REIMBURSEMENT

Confidential employees are eligible to participate in the education reimbursement program in an amount up to Three Thousand Dollars (\$3,000) per employee per calendar year for the following education expenses:

- Tuition reimbursement program provides for reimbursement of expenses incurred in job-related educational programs which include the pursuit of a degree program, certificate program or other education that enhances the employee's service to the community. Participation in this program must be pre-approved by the City Manager and may be subject to applicable tax withholdings.
- Student loan payments incurred in the pursuit of post-secondary education during or prior to employee's service to the City. This reimbursement is subject to applicable tax withholdings.

It is mutually recommended that the provisions shown above be made applicable on the dates indicated for those employees represented by the Confidential Group.

CITY OF SAN CARLOS

Dated: September 14, 2023 _____

By:  _____
Jeff Maltbie, City Manager

CITY OF SAN CARLOS**APPENDIX A****CONFIDENTIAL GROUP
WAGE SCHEDULE****Effective July 3, 2023**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5*
Hourly					
Accountant	\$47.1240	\$49.4802	\$51.9542	\$54.5519	\$57.2795
Administrative Assistant	\$38.4492	\$40.3727	\$42.3964	\$44.5090	\$46.7439
Management Analyst	\$49.7885	\$52.2869	\$54.8871	\$57.6456	\$60.5172
Monthly					
Deputy City Clerk	\$7,716	\$8,102	\$8,507	\$8,933	\$9,379
Executive Assistant	\$7,839	\$8,232	\$8,644	\$9,075	\$9,531
Legal Secretary	\$7,440	\$7,812	\$8,202	\$8,612	\$9,043
Human Resources Management Analyst	\$8,942	\$9,392	\$9,860	\$10,354	\$10,871

Effective July 1, 2024

Classification	Step 1	Step 2	Step 3	Step 4	Step 5*
Hourly					
Accountant	\$49.8369	\$52.3288	\$54.9452	\$57.6924	\$60.5771
Administrative Assistant	\$40.7155	\$42.7524	\$44.8954	\$47.1325	\$49.4991
Management Analyst	\$53.6069	\$56.2970	\$59.0966	\$62.0666	\$65.1585
Monthly					
Deputy City Clerk	\$8,458	\$8,881	\$9,325	\$9,791	\$10,281
Executive Assistant	\$8,273	\$8,687	\$9,122	\$9,578	\$10,059
Legal Secretary	\$7,753	\$8,141	\$8,548	\$8,975	\$9,424
Human Resources Management Analyst	\$9,585	\$10,067	\$10,569	\$11,099	\$11,653

CITY OF SAN CARLOS**APPENDIX A****CONFIDENTIAL GROUP
WAGE SCHEDULE****Effective July 14, 2025**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5*
Hourly					
Accountant	\$52.7060	\$55.3414	\$58.1084	\$61.0137	\$64.0645
Administrative Assistant	\$43.1154	\$45.2724	\$47.5417	\$49.9106	\$52.4167
Management Analyst	\$57.7182	\$60.6146	\$63.6289	\$66.8267	\$70.1557
Monthly					
Deputy City Clerk	\$9,271	\$9,734	\$10,221	\$10,732	\$11,268
Executive Assistant	\$8,731	\$9,169	\$9,627	\$10,108	\$10,616
Legal Secretary	\$8,080	\$8,484	\$8,908	\$9,354	\$9,822
Human Resources Management Analyst	\$10,274	\$10,791	\$11,329	\$11,897	\$12,490

*Actual salary may be at or below this maximum at the discretion of the City Manager