

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP UPDATING MUNICIPAL CODE SECTION 2.08.010, TITLED CITY MANAGER, TO MODIFY AUTHORITY TO APPOINT AND REMOVE THE POLICE CHIEF; AND CONSIDER ADOPTING A RESOLUTION AMENDING THE POLICE CHIEF JOB DESCRIPTION, UPDATING THE SALARY GRADE STEP TABLE, AND APPROVING EMPLOYMENT CONTRACT WITH STEPHEN SEALY

RECOMMENDATION: Council to Consider the Following Items:

1. Hold a Public Hearing;
2. First Reading and Introduction of an Ordinance Amending Title 2 Titled "Administration and Personnel", Chapter 2.08 Titled "City Manager", Section 2.08.010 Titled "City Manager" To Modify Authority to Appoint and Remove the Police Chief; and
3. Adopt Resolution Approving an Amendment to the Police Chief Job Description, Salary Grade Step Table, and Employment Contract with Stephen Sealy

SUMMARY:

This item allows City Council to consider an Ordinance to update the Lathrop Municipal Code to move the authority to appoint and remove the Police Chief from the City Manager to the City Council. This item includes a Resolution for consideration, included herein as "Attachment B", amending the Police Chief job description, updating the City's Salary Grade Step Table, and approving an employment contract with Interim Police Chief Stephen Sealy.

BACKGROUND:

The proposed draft Ordinance, included herein as "Attachment A", amends Section 2.08.010 of the Lathrop Municipal Code by adding text shown in underline:

2.08.010 City manager.

...

3. Appointment and Removal. Pursuant to Government Code Section 34856, to appoint and remove all officers and department heads except the city attorney and the police chief. The city manager shall either appoint, remove, promote or demote all other city employees or approve their appointment,

**CITY MANAGER'S REPORT
NOVEMBER 13, 2023, CITY COUNCIL REGULAR MEETING
PUBLIC HEARING TO AMEND LMC SECTION 2.08.010 REGARDING THE
POLICE CHIEF APPOINTMENT AND REMOVAL, AND APPROVAL OF RELATED
EMPLOYMENT CONTRACT**

removal, promotion or demotion subject to all applicable personnel rules and regulations which may be adopted by the city council.

4. *Authority Over Employees. To control and give direction to all department heads and to subordinate employees of the city under the city manager's jurisdiction through their department heads.*

a. Police Chief. City Manager shall maintain control over and give direction to the police chief in accordance with the provisions of this chapter relative to all department heads but authority to appoint and/or remove the police chief and the administration of performance evaluations of the police chief shall be vested solely in the city council.

...

If City Council adopts the Ordinance Amendment to the Lathrop Municipal Code, it is necessary to also revise the Job Description for the Police Chief, included herein as "Attachment C", and the City's salary grade step table, included herein as "Attachment D", to reflect the changes to the Lathrop Municipal Code.

In addition, City Council is provided the opportunity to approve an employment contract with Stephen Sealy, included herein as "Attachment E".

FISCAL IMPACT:

The Police Chief is a currently allocated position on the Council approved Position Control Roster. The position is currently budgeted at a Grade 94, Step 5 in the Council approved biennial budget for Fiscal Year's 2023-2025. The movement of the Police Chief to a contract employee can be accomplished within the current Council approved budget allocation.

RECOMMENDATION:

City Council is provided this opportunity to take and consider all public testimony and, if determined to be appropriate, take the following actions:

1. Introduce an Ordinance adopting amendments to Lathrop Municipal Code Section 2.08.010; and
2. Adopt a Resolution approving an amendment to the Police Chief Job Description, updating the City's Salary Grade Step Table, and Employment Contract with Stephen Sealy.

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ATTACHMENTS:

- A. An Ordinance of the City Council of the City of Lathrop Amending Title 2, Chapter 2.08, Section 2.08.010 Titled "City Manager", of the Lathrop Municipal Code, To Modify Authority to Appoint and Remove the Police Chief.
- B. A Resolution of the City Council of the City of Lathrop Approving an Amendment to the Police Chief Job Description, Updating the City's Salary Grade Step Table, and Approving an Employment Contract with Stephen Sealy.
- C. Amended Police Chief Job Description.
- D. Updated Salary Grade Step Table.
- E. Proposed Employment Contract with Stephen Sealy.

**CITY MANAGER'S REPORT
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PUBLIC HEARING TO AMEND LMC SECTION 2.08.010 REGARDING THE
POLICE CHIEF APPOINTMENT AND REMOVAL, AND APPROVAL OF RELATED
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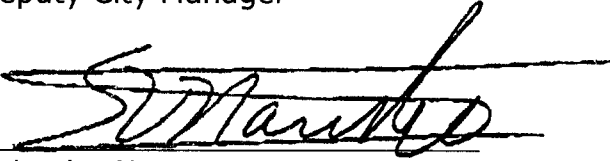
APPROVALS:



Thomas Hedegard
Deputy City Manager

11/7/2023

Date



Salvador Navarrete
City Attorney

11/7/2023

Date



Stephen J. Salvatore
City Manager

11.8.23

Date

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2, CHAPTER 2.08, SECTION 2.08.010 TITLED "CITY MANAGER", OF THE LATHROP MUNICIPAL CODE, TO MODIFY AUTHORITY TO APPOINT AND REMOVE THE POLICE CHIEF

WHEREAS, City Council was provided the opportunity to review a draft Ordinance to modify Lathrop Municipal Code section 2.08.010 regarding authority to appoint and remove the Police Chief; and

WHEREAS, City Council held a duly noticed public hearing at a regularly scheduled meeting on November 13, 2023 to review and consider a municipal code text amendment; and

WHEREAS, the proposed municipal code text amendment changes City Manager's authority to appoint and /or remove, and conduct performance evaluations of the Chief of Police; and

WHEREAS, proper notice of this public hearing was given in all respects required by law; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Lathrop, based on substantial evidence in the administrative record or proceedings and pursuant to its independent review and consideration, does hereby approve the Lathrop Municipal Code text amendment incorporated herein.

FURTHER, BE IT ALSO ORDAINED by the City Council of the City of Lathrop as follows:

Section 1. Amendment to the Lathrop Municipal Code.

The Lathrop Municipal Code section 2.08.010 is hereby amended to add the text as shown by underlined language:

2.08.010 City manager.

...

3. Appointment and Removal. Pursuant to Government Code Section 34856, to appoint and remove all officers and department heads except the city attorney and the police chief. The city manager shall either appoint, remove, promote or demote all other city employees or approve their appointment, removal, promotion or demotion subject to all applicable personnel rules and regulations which may be adopted by the city council.

4. *Authority Over Employees. To control and give direction to all department heads and to subordinate employees of the city under the city manager's jurisdiction through their department heads.*

a. Police Chief. City Manager shall maintain control over and give direction to the police chief in accordance with the provisions of this chapter relative to the authority the City Manager possesses over all department heads but authority to appoint and/or remove the police chief and the administration of performance evaluations of the police chief shall be vested solely in the city council.

...

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City of any officer or employee thereof a mandatory duty of care toward persons and property within or without the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 5. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the California Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 13th day of November, 2023 and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN AMENDMENT TO THE POLICE CHIEF JOB DESCRIPTION, UPDATING THE CITY'S SALARY GRADE STEP TABLE, AND APPROVING AN EMPLOYMENT CONTRACT WITH STEPHEN SEALY

WHEREAS, the City Council of the City of Lathrop has a duty to consider the public safety needs of the City and its constituents; and

WHEREAS, the City Manager serves as the Chief Administrative Officer for the City of Lathrop and is responsible for the day-to-day oversight and management of all City departments under the policy direction of City Council; and

WHEREAS, by separate action at the regularly scheduled City Council Meeting of November 13, 2023, City Council considered an Introduction and First Reading of an Ordinance to update the Lathrop Municipal Code to move the authority to appoint and remove the Police Chief from the City Manager to the City Council; and

WHEREAS, amendments to the job description for the Police Chief and the salary grade step table are necessary to reflect that the Police Chief is a contract position appointed by City Council; and

WHEREAS, Commander Stephen Sealy was appointed and serves as the City's interim Police Chief; and

WHEREAS, Stephen Sealy is qualified to fulfill the position of the Police Chief due to his extensive law enforcement work history and public safety accreditations; and

WHEREAS, the Police Chief is a currently allocated position on the Council approved Position Control Roster and the position is currently budgeted at a Grade 94, Step 5 in the Council approved biennial budget for Fiscal Year's 2023-2025; and

WHEREAS, the movement of the Police Chief to a contract employee can be accomplished within the current Council approved budget allocation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve the amendments to the Police Chief Job Description, as detailed in "Attachment C" of the November 13, 2023, City Manager's Report.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve the amendments to the City's Salary Grade Step Table, as detailed in "Attachment D" of the November 13, 2023, City Manager's Report.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve the Employment Contract with Stephen Sealy for the position of Police Chief, as detailed in "Attachment E" of the November 13, 2023, City Manager's Report.

The foregoing resolution was passed and adopted this 13th day of November, 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

POLICE CHIEF

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction of the City Manager, the Police Chief is responsible ~~with~~for directing, planning, and managing the provision of law enforcement; providing leadership and oversight for all functions and activities of the Police Department, including field operations, criminal investigations, communications, and management services; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; and performs other related work as required.

DISTINGUISHING CHARACTERISTICS:

The **Police Chief** is the Department Director classification that oversees, directs, and participates in all activities of the Police Department, including short- and long-range planning, development, and administration of departmental policies, procedures, and services. This position is a salaried position in which the incumbent shall be appointed by the City Council, under contract. ~~This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities.~~ Successful performance of the work requires the incumbent to have knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and ~~agencies and managing agencies,~~ managing, and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Manager, or designee. Exercises direct supervision over assigned staff and general direction over assigned staff through subordinate levels of management and supervision.

Appointment to and/or removal from this position, and all performance evaluations are under authority of the City Council.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, directs, and oversees all City police functions, including patrol, law enforcement, investigation, police communications, community and administrative services; assumes full management responsibility for the Police Department programs, services, and activities.
- Develops and directs implementation of goals, objectives, policies, procedures, and work standards for the Police Department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Works closely with the City Manager, the City Council, City departments, a variety of public and private organizations, and citizen groups in developing programs and implementing projects to prevent crime, and protect people and property.;
- Prepares, reviews, and presents staff reports, presentations, various management and information updates, and reports to City Council, City Manager and City departments on special projects as assigned-requested by the City Manager.
- Directs the preparation and administration of the annual budget for the department; directs the forecast of additional funds needed for staffing, equipment, and supplies; directs the monitoring of and approves expenditures and budgetary adjustments as necessary.
- Selects, motivates, and directs ~~d~~Department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations.
- Develops specific proposals for action on current and future City and community needs; contributes to the overall quality of the department's service by continuously monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Develops cooperative working relationships and mutual aid agreements with representatives of other local public safety departments; coordinates activities with other law enforcement and public service agencies, including participation in high profile or complex investigations.
- Monitors legal, regulatory, technological and societal changes and court decisions that may affect the work of the department; approves equipment acquisition, training programs, staff development and procedural changes to ensure retention and selection of qualified staff for the provision of services to the community in an effective, efficient and economical manner.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of police safety and other services as they relate to the area of assignment.
- Responds to public inquiries and resolves citizen complaints.;
- Serves as a spokesperson for the Police Department at a variety of community events, meetings, and other public relations activities.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City Council, City management and staff, and the public.

QUALIFICATIONS: *(The following are minimum qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be the equivalent to a Bachelor's Degree in criminal justice, police science, public administration, or a related field and five (5) years of supervisory or management experience in sworn police service including at least three (3) years in an administrative capacity at a level equivalent to a Police Captain with another public agency.

License/Certificate:

Possession of a valid California Driver License, Class C or higher, prior to date of appointment. Possession of California P.O.S.T. Management Certificate is required and the ability to obtain a California P.O.S.T. Executive Certificate within three years of appointment. Completion of California P.O.S.T. Command College, Federal Bureau of Investigation National Academy or equivalent law enforcement executive curriculum is highly desirable. Possession of, or ability to obtain, a valid CPR certification. Possession of, or the ability to obtain, a complete National Incident Management System (NIMS) Training within three years of appointment.

KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT:

(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)

Knowledge of:

Administrative principles, practices and methods, including goals and objectives development, program development and implementation, work planning and organization, delegation, employee supervision assignment review and evaluation, discipline, and the training of staff in work procedures; principles and practices of law enforcement, investigation, patrol, community services, and related police services; criminal law, codes, ordinances and court interpretations, including rights of citizens, apprehension, arrest, search and seizure, and rules of evidence; principles of budget development and administration. Local government organizations and functions as related to public safety. Principles and practices of leadership. Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area. Principles and practices of police safety program development, management in a municipal setting, and police safety and occupational hazards program planning and budgeting. Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility. Methods and techniques for the use of modern computer and business software, development of presentations, contract negotiations, business correspondence, information distribution; research and reporting methods, techniques, and procedures; proper English and grammar. Police record and evidence keeping principles and procedures.

Ability to:

Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner. Provide administrative, management, and professional leadership for the Police Department. Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner. Plan, organize and oversee the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility. Analyze complex technical and administrative police services problems, evaluating alternative solutions, and adopting effective courses of action; effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of public safety programs and administrative activities; ; develop and implement goals, objectives, policies, procedures, work standards and internal controls; establish and maintain cooperative working relationships with a variety of citizens, public and private organizations, boards and commissions, and City staff; exercise sound independent judgment within general policy and administrative guidelines. Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed. Conduct effective negotiations and effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals. Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities. Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments. Prepare clear and concise reports, correspondence, policies, procedures, and other written materials. Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax. Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines. Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Due to the varied and unpredictable nature of police work, the incumbent may also be required to perform the following: make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; may require continuous and repetitive arm-hand movements; use sufficient strength and agility to enable the incumbent to sprint, or jump; coordinate the movement of more than one limb simultaneously such as when using hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of patrol car or gathering evidence at crime scenes; wear a 15 lbs. utility/gun belt which requires the continuous support from stomach and lower back muscles; may require the movement of heavy objects 50lbs and more. The incumbent may respond to complex police situations or emergencies and is therefore subject to any of the hazards encountered by police patrol officers. Operate various office equipment such as telephones, computers, copiers, fax machines, etc. Safely operate the following equipment in the performance of duties: A variety of City-owned vehicles; firearms; communications equipment,

such as two-way radios, cell phones, and pagers; Mobile display terminals (MDT), various audio visual equipment and any other equipment assigned.

Vision: _____ See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Environmental Conditions

Work is generally performed in a typical office environment, with most time spent sitting, standing or walking. Position may require work outdoors and using body, ear and eye protection, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Incumbent may be required to work rotating shifts and assignments, and may work overtime with little or no notice. Incumbent may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.

Working Conditions

Must be willing to work extended shifts or be called back in emergency situations and respond to personal danger which may include exposure to armed/dangerous persons, dangerous animals, communicable diseases, hazards of emergency driving, hazards associated with traffic control and working in and near traffic, and natural and man-made disasters.

Disaster Service Worker

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the ~~District~~ City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

Historical Data:

Adopted by Resolution 21-4866

FLSA Status: Exempt

Bargaining Unit: Unrepresented/Contract Position

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Attachment D

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 11/13/2023**

Adopted by Resolution No. 23-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
20			hourly	\$ 15.7899	\$ 16.5795	\$ 17.4086	\$ 18.2789	\$ 19.1928
			bi-weekly	1,263	1,326	1,393	1,462	1,535
			monthly	2,737	2,874	3,017	3,168	3,327
			annual	32,843	34,485	36,210	38,020	39,921
21			hourly	\$ 16.1847	\$ 16.9941	\$ 17.8436	\$ 18.7358	\$ 19.6727
			bi-weekly	1,295	1,360	1,427	1,499	1,574
			monthly	2,805	2,946	3,093	3,248	3,410
			annual	33,664	35,348	37,115	38,970	40,919
22			hourly	\$ 16.5888	\$ 17.4185	\$ 18.2892	\$ 19.2037	\$ 20.1637
			bi-weekly	1,327	1,393	1,463	1,536	1,613
			monthly	2,875	3,019	3,170	3,329	3,495
			annual	34,505	36,230	38,042	39,944	41,941
23			hourly	\$ 17.0040	\$ 17.8543	\$ 18.7470	\$ 19.6846	\$ 20.6684
			bi-weekly	1,360	1,428	1,500	1,575	1,653
			monthly	2,947	3,095	3,249	3,412	3,583
			annual	35,368	37,137	38,994	40,944	42,990
24			hourly	\$ 17.4294	\$ 18.3009	\$ 19.2156	\$ 20.1764	\$ 21.1852
			bi-weekly	1,394	1,464	1,537	1,614	1,695
			monthly	3,021	3,172	3,331	3,497	3,672
			annual	36,253	38,066	39,968	41,967	44,065
25			hourly	\$ 17.8651	\$ 18.7580	\$ 19.6959	\$ 20.6809	\$ 21.7151
			bi-weekly	1,429	1,501	1,576	1,654	1,737
			monthly	3,097	3,251	3,414	3,585	3,764
			annual	37,159	39,017	40,967	43,016	45,167
26			hourly	\$ 18.3116	\$ 19.2272	\$ 20.1885	\$ 21.1978	\$ 22.2577
			bi-weekly	1,465	1,538	1,615	1,696	1,781
			monthly	3,174	3,333	3,499	3,674	3,858
			annual	38,088	39,993	41,992	44,091	46,296
27	RECREATION LEADER	UNREP	hourly	\$ 18.7693	\$ 19.7078	\$ 20.6935	\$ 21.7282	\$ 22.8144
			bi-weekly	1,502	1,577	1,655	1,738	1,825
			monthly	3,253	3,416	3,587	3,766	3,955
			annual	39,040	40,992	43,043	45,195	47,454
28			hourly	\$ 19.2385	\$ 20.2004	\$ 21.2105	\$ 22.2710	\$ 23.3848
			bi-weekly	1,539	1,616	1,697	1,782	1,871
			monthly	3,335	3,501	3,676	3,860	4,053
			annual	40,016	42,017	44,118	46,324	48,640
29			hourly	\$ 19.7196	\$ 20.7056	\$ 21.7408	\$ 22.8278	\$ 23.9693
			bi-weekly	1,578	1,656	1,739	1,826	1,918
			monthly	3,418	3,589	3,768	3,957	4,155
			annual	41,017	43,068	45,221	47,482	49,856
30			hourly	\$ 20.2125	\$ 21.2231	\$ 22.2842	\$ 23.3984	\$ 24.5684
			bi-weekly	1,617	1,698	1,783	1,872	1,965
			monthly	3,504	3,679	3,863	4,056	4,259
			annual	42,042	44,144	46,351	48,669	51,102
31			hourly	\$ 20.7179	\$ 21.7536	\$ 22.8414	\$ 23.9833	\$ 25.1826
			bi-weekly	1,657	1,740	1,827	1,919	2,015
			monthly	3,591	3,771	3,959	4,157	4,365
			annual	43,093	45,248	47,510	49,885	52,380
32	OFFICE ASSISTANT I SENIOR RECREATION LEADER	SEIU SEIU	hourly	\$ 21.2358	\$ 22.2974	\$ 23.4125	\$ 24.5827	\$ 25.8121
			bi-weekly	1,699	1,784	1,873	1,967	2,065
			monthly	3,681	3,865	4,058	4,261	4,474
			annual	44,170	46,379	48,698	51,132	53,689
33			hourly	\$ 21.7666	\$ 22.8549	\$ 23.9976	\$ 25.1977	\$ 26.4575
			bi-weekly	1,741	1,828	1,920	2,016	2,117
			monthly	3,773	3,962	4,160	4,368	4,586
			annual	45,274	47,538	49,915	52,411	55,032
34			hourly	\$ 22.3108	\$ 23.4265	\$ 24.5979	\$ 25.8279	\$ 27.1189
			bi-weekly	1,785	1,874	1,968	2,066	2,170
			monthly	3,867	4,061	4,264	4,477	4,701
			annual	46,406	48,727	51,164	53,722	56,407
35	OFFICE ASSISTANT II	SEIU	hourly	\$ 22.8688	\$ 24.0119	\$ 25.2125	\$ 26.4730	\$ 27.7968
			bi-weekly	1,830	1,921	2,017	2,118	2,224
			monthly	3,964	4,162	4,370	4,589	4,818
			annual	47,567	49,945	52,442	55,064	57,817

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 11/13/2023**

Adopted by Resolution No. 23-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
36			hourly	\$ 23.4405	\$ 24.6122	\$ 25.8431	\$ 27.1350	\$ 28.4918
			bi-weekly	1,875	1,969	2,067	2,171	2,279
			monthly	4,063	4,266	4,479	4,703	4,939
			annual	48,756	51,193	53,754	56,441	59,263
37	RECREATION SPECIALIST SPECIAL ASSISTANT ANIMAL CENTER ASSISTANT	SEIU SEIU SEIU	hourly	\$ 24.0262	\$ 25.2274	\$ 26.4889	\$ 27.8136	\$ 29.2039
			bi-weekly	1,922	2,018	2,119	2,225	2,336
			monthly	4,165	4,373	4,591	4,821	5,062
			annual	49,974	52,473	55,097	57,852	60,744
38			hourly	\$ 24.6272	\$ 25.8584	\$ 27.1511	\$ 28.5086	\$ 29.9342
			bi-weekly	1,970	2,069	2,172	2,281	2,395
			monthly	4,269	4,482	4,706	4,941	5,189
			annual	51,225	53,785	56,474	59,298	62,263
39			hourly	\$ 25.2427	\$ 26.5049	\$ 27.8299	\$ 29.2216	\$ 30.6823
			bi-weekly	2,019	2,120	2,226	2,338	2,455
			monthly	4,375	4,594	4,824	5,065	5,318
			annual	52,505	55,130	57,886	60,781	63,819
40			hourly	\$ 25.8740	\$ 27.1677	\$ 28.5260	\$ 29.9521	\$ 31.4496
			bi-weekly	2,070	2,173	2,282	2,396	2,516
			monthly	4,485	4,709	4,945	5,192	5,451
			annual	53,818	56,509	59,334	62,300	65,415
41	ADMINISTRATIVE ASSISTANT I MAINTENANCE WORKER I WATER METER READER I	SEIU SEIU SEIU	hourly	\$ 26.5206	\$ 27.8466	\$ 29.2390	\$ 30.7009	\$ 32.2358
			bi-weekly	2,122	2,228	2,339	2,456	2,579
			monthly	4,597	4,827	5,068	5,321	5,588
			annual	55,163	57,921	60,817	63,858	67,050
42	CUSTOMER SERVICE REPRESENTATIVE I	SEIU	hourly	\$ 27.1835	\$ 28.5427	\$ 29.9702	\$ 31.4685	\$ 33.0422
			bi-weekly	2,175	2,283	2,398	2,517	2,643
			monthly	4,712	4,947	5,195	5,455	5,727
			annual	56,542	59,369	62,338	65,455	68,728
43	POLICE OFFICER TRAINEE POLICE RECORDS ASSISTANT I	NON-SWORN SEIU	hourly	\$ 27.8628	\$ 29.2564	\$ 30.7191	\$ 32.2551	\$ 33.8677
			bi-weekly	2,229	2,341	2,458	2,580	2,709
			monthly	4,830	5,071	5,325	5,591	5,870
			annual	57,955	60,853	63,896	67,091	70,445
44	INFORMATION TECHNOLOGY TECHNICIAN	SEIU	hourly	\$ 28.5596	\$ 29.9878	\$ 31.4872	\$ 33.0615	\$ 34.7147
			bi-weekly	2,285	2,399	2,519	2,645	2,777
			monthly	4,950	5,198	5,458	5,731	6,017
			annual	59,404	62,375	65,493	68,768	72,206
45	ADMINISTRATIVE ASSISTANT II MAINTENANCE WORKER II RECREATION COORDINATOR WATER METER READER II	SEIU SEIU SEIU SEIU	hourly	\$ 29.2736	\$ 30.7373	\$ 32.2743	\$ 33.8881	\$ 35.5825
			bi-weekly	2,342	2,459	2,582	2,711	2,847
			monthly	5,074	5,328	5,594	5,874	6,168
			annual	60,889	63,934	67,130	70,487	74,012
46	POLICE RECORDS ASSISTANT II	SEIU	hourly	\$ 30.0058	\$ 31.5059	\$ 33.0810	\$ 34.7354	\$ 36.4719
			bi-weekly	2,400	2,520	2,646	2,779	2,918
			monthly	5,201	5,461	5,734	6,021	6,322
			annual	62,412	65,532	68,809	72,250	75,861
47	ADMINISTRATIVE ASSISTANT III ADMINISTRATIVE TECHNICIAN 1 HUMAN RESOURCES TECHNICIAN PERMIT TECHNICIAN I	SEIU SEIU SEIU SEIU	hourly	\$ 30.7555	\$ 32.2937	\$ 33.9081	\$ 35.6034	\$ 37.3836
			bi-weekly	2,460	2,583	2,713	2,848	2,991
			monthly	5,331	5,598	5,877	6,171	6,480
			annual	63,971	67,171	70,529	74,055	77,758
48	MAINTENANCE WORKER III SOLID WASTE&RESOURCE CONSERV. COORD	SEIU SEIU	hourly	\$ 31.5247	\$ 33.1011	\$ 34.7558	\$ 36.4935	\$ 38.3185
			bi-weekly	2,522	2,648	2,780	2,919	3,065
			monthly	5,464	5,738	6,024	6,326	6,642
			annual	65,571	68,850	72,292	75,906	79,703
49	CUSTOMER SERVICE REPRESENTATIVE II PROPERTY AND EVIDENCE TECHNICIAN	SEIU SEIU	hourly	\$ 32.3127	\$ 33.9283	\$ 35.6250	\$ 37.4063	\$ 39.2765
			bi-weekly	2,585	2,714	2,850	2,993	3,142
			monthly	5,601	5,881	6,175	6,484	6,808
			annual	67,210	70,571	74,100	77,805	81,695
50	ENGINEERING TECHNICIAN I	SEIU	hourly	\$ 33.1205	\$ 34.7765	\$ 36.5155	\$ 38.3411	\$ 40.2583
			bi-weekly	2,650	2,782	2,921	3,067	3,221
			monthly	5,741	6,028	6,329	6,646	6,978
			annual	68,891	72,335	75,952	79,749	83,737
51	ADMINISTRATIVE TECHNICIAN II CRIME & INTELLIGENCE ANALYST PERMIT TECHNICIAN II SENIOR ADMINISTRATIVE ASSISTANT SENIOR CUSTOMER SERVICE REP	SEIU SEIU SEIU LMCEA SEIU	hourly	\$ 33.9487	\$ 35.6464	\$ 37.4285	\$ 39.3000	\$ 41.2648
			bi-weekly	2,716	2,852	2,994	3,144	3,301
			monthly	5,884	6,179	6,488	6,812	7,153
			annual	70,613	74,144	77,851	81,744	85,831

**CITY OF LATHROP
GRADE-STEP TABLE
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Adopted by Resolution No. 23-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
52	ACCOUNTANT I	SEIU	hourly	\$ 34,7972	\$ 36,5369	\$ 38,3639	\$ 40,2820	\$ 42,2962
	BUILDING INSPECTOR I	SEIU	bi-weekly	2,784	2,923	3,069	3,223	3,384
	COMMUNITY SERVICE OFFICER I	SEIU	monthly	6,032	6,333	6,650	6,982	7,331
	HR ANALYST I	LMCEA	annual	72,378	75,997	79,797	83,787	87,976
	UTILITY OPERATOR I	SEIU						
53	CONSTRUCTION INSPECTOR I	SEIU	hourly	\$ 35,6673	\$ 37,4503	\$ 39,3228	\$ 41,2891	\$ 43,3538
	POLICE RECORDS SUPERVISOR	LMCEA	bi-weekly	2,853	2,996	3,146	3,303	3,468
	LEGAL SECRETARY	LMCEA	monthly	6,182	6,491	6,816	7,157	7,515
	ANIMAL SHELTER SUPERVISOR	LMCEA	annual	74,188	77,897	81,791	85,881	90,176
54	ENGINEERING TECHNICIAN II	SEIU	hourly	\$ 36,5588	\$ 38,3868	\$ 40,3060	\$ 42,3214	\$ 44,4376
	EXECUTIVE ASSISTANT	LMCEA	bi-weekly	2,925	3,071	3,224	3,386	3,555
			monthly	6,337	6,654	6,986	7,336	7,703
			annual	76,042	79,845	83,836	88,028	92,430
55	BUILDING INSPECTOR II	SEIU	hourly	\$ 37,4729	\$ 39,3465	\$ 41,3138	\$ 43,3793	\$ 45,5484
	COMMUNITY SERVICE OFFICER II	SEIU	bi-weekly	2,998	3,148	3,305	3,470	3,644
	PERMIT TECHNICIAN III	SEIU	monthly	6,495	6,820	7,161	7,519	7,895
	SENIOR ACCOUNTING TECHNICIAN	SEIU	annual	77,944	81,841	85,933	90,229	94,741
56	ACCOUNTANT II	SEIU	hourly	\$ 38,4098	\$ 40,3301	\$ 42,3467	\$ 44,4642	\$ 46,6871
	DEPUTY CITY CLERK	LMCEA	bi-weekly	3,073	3,226	3,388	3,557	3,735
	HR ANALYST II	LMCEA	monthly	6,658	6,991	7,340	7,707	8,092
	MANAGEMENT ANALYST I (CONFIDENTIAL)	LMCEA	annual	79,892	83,887	88,081	92,486	97,109
	UTILITY OPERATOR II	SEIU						
57	CONSTRUCTION INSPECTOR II	SEIU	hourly	\$ 39,3698	\$ 41,3383	\$ 43,4054	\$ 45,5754	\$ 47,8544
	CUSTOMER SERVICE SUPERVISOR	LMCEA	bi-weekly	3,150	3,307	3,472	3,646	3,828
	LEGAL ASSISTANT	LMCEA	monthly	6,824	7,165	7,524	7,900	8,295
	PARKS & RECREATION SUPERVISOR	LMCEA	annual	81,889	85,984	90,283	94,797	99,537
58	ASSISTANT PLANNER	SEIU	hourly	\$ 40,3541	\$ 42,3718	\$ 44,4905	\$ 46,7147	\$ 49,0508
	JUNIOR ENGINEER	SEIU	bi-weekly	3,228	3,390	3,559	3,737	3,924
	SENIOR ENGINEERING TECHNICIAN	SEIU	monthly	6,995	7,344	7,712	8,097	8,502
	ELECTRICIAN / INSTRUMENT TECH	SEIU	annual	83,936	88,133	92,540	97,167	102,026
59	BUILDING INSPECTOR III	SEIU	hourly	\$ 41,3630	\$ 43,4312	\$ 45,6026	\$ 47,8825	\$ 50,2770
	CHIEF UTILITY OPERATOR	SEIU	bi-weekly	3,309	3,474	3,648	3,831	4,022
	COMMUNITY SERVICE OFFICER III	SEIU	monthly	7,170	7,528	7,904	8,300	8,715
	LANDSCAPE & IRRIGATION SPECIALIST	LMCEA	annual	86,035	90,337	94,853	99,596	104,576
	MAINTENANCE SERVICES SUPERVISOR	LMCEA						
60	EXECUTIVE ASSIST TO THE CITY MANAGER	LMCEA	hourly	\$ 42,3973	\$ 44,5171	\$ 46,7429	\$ 49,0801	\$ 51,5339
	INFORMATION TECHNOLOGY ENGINEER I	LMCEA	bi-weekly	3,392	3,561	3,739	3,926	4,123
	MANAGEMENT ANALYST II (CONFIDENTIAL)	LMCEA	monthly	7,349	7,716	8,102	8,507	8,933
			annual	88,186	92,596	97,225	102,087	107,191
61	CONSTRUCTION INSPECTOR III	SEIU	hourly	\$ 43,4569	\$ 45,6300	\$ 47,9112	\$ 50,3068	\$ 52,8222
	POLICE SERVICES MANAGER	LMCEA	bi-weekly	3,477	3,650	3,833	4,025	4,226
	UTILITY MAINTENANCE SUPERVISOR	LMCEA	monthly	7,533	7,909	8,305	8,720	9,156
	UTILITY OPERATOR III	SEIU	annual	90,390	94,910	99,655	104,638	109,870
62	WW TREATMENT PLANT SUPERVISOR	LMCEA	hourly	\$ 44,5434	\$ 46,7707	\$ 49,1090	\$ 51,5647	\$ 54,1427
			bi-weekly	3,563	3,742	3,929	4,125	4,331
			monthly	7,721	8,107	8,512	8,938	9,385
			annual	92,650	97,283	102,147	107,254	112,617
63	ASSOCIATE PLANNER	SEIU	hourly	\$ 45,6571	\$ 47,9399	\$ 50,3370	\$ 52,8535	\$ 55,4962
	SENIOR BUILDING INSPECTOR	SEIU	bi-weekly	3,653	3,835	4,027	4,228	4,440
			monthly	7,914	8,310	8,725	9,161	9,619
			annual	94,967	99,715	104,701	109,935	115,432
64	ASSISTANT ENGINEER	SEIU	hourly	\$ 46,7983	\$ 49,1381	\$ 51,5952	\$ 54,1752	\$ 56,8837
	COMPLIANCE ENGINEER	SEIU	bi-weekly	3,744	3,931	4,128	4,334	4,551
	PARKS AND FACILITATES MANAGER	LMCEA	monthly	8,112	8,517	8,943	9,390	9,860
	PARKS AND REC ADMINISTRATOR	SEIU	annual	97,341	102,207	107,318	112,684	118,318
	RECREATION MANAGER	LMCEA						
65	STREETS AND OPERATIONS MANAGER	LMCEA						
	BUDGET MANAGER	LMCEA	hourly	\$ 47,9684	\$ 50,3670	\$ 52,8851	\$ 55,5294	\$ 58,3061
	POLICE OFFICER	SWORN	bi-weekly	3,837	4,029	4,231	4,442	4,664
	SENIOR ACCOUNTANT	LMCEA	monthly	8,315	8,730	9,167	9,625	10,106
		annual	99,774	104,763	110,001	115,501	121,277	

**CITY OF LATHROP
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Adopted by Resolution No. 23-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
66			hourly	\$ 49.1676	\$ 51.6259	\$ 54.2073	\$ 56.9175	\$ 59.7638
			bi-weekly	3,933	4,130	4,337	4,553	4,781
			monthly	8,522	8,948	9,396	9,866	10,359
			annual	102,269	107,382	112,751	118,388	124,309
67	COMMUNITY SERVICES SUPERVISOR HUMAN RESOURCES MANAGER INFORMATION TECHNOLOGY ENGINEER II SENIOR MANAGEMENT ANALYST SPECIAL DISTRICTS MANAGER	LMCEA EXEMPT LMCEA LMCEA LMCEA	hourly	\$ 50.3967	\$ 52.9168	\$ 55.5624	\$ 58.3410	\$ 61.2575
			bi-weekly	4,032	4,233	4,445	4,667	4,901
			monthly	8,735	9,172	9,631	10,112	10,618
			annual	104,825	110,067	115,570	121,349	127,416
68	PERMIT AND PLAN CHECK SUPERVISOR	LMCEA	hourly	\$ 51.6565	\$ 54.2396	\$ 56.9514	\$ 59.7991	\$ 62.7892
			bi-weekly	4,133	4,339	4,556	4,784	5,023
			monthly	8,954	9,402	9,872	10,365	10,883
			annual	107,445	112,818	118,459	124,382	130,602
69	SENIOR PLANNER UTILITY PLANT SUPERVISOR	LMCEA LMCEA	hourly	\$ 52.9481	\$ 55.5955	\$ 58.3755	\$ 61.2941	\$ 64.3587
			bi-weekly	4,236	4,448	4,670	4,904	5,149
			monthly	9,178	9,637	10,118	10,624	11,156
			annual	110,132	115,639	121,421	127,492	133,866
70	ASSOCIATE ENGINEER	SEIU	hourly	\$ 54.2720	\$ 56.9857	\$ 59.8346	\$ 62.8265	\$ 65.9677
			bi-weekly	4,342	4,559	4,787	5,026	5,277
			monthly	9,407	9,878	10,371	10,890	11,434
			annual	112,886	118,530	124,456	130,679	137,213
71	INFORMATION TECH ENGINEER III PARKS AND REC SUPERINTENDENT	LMCEA LMCEA	hourly	\$ 55.6289	\$ 58.4100	\$ 61.3306	\$ 64.3969	\$ 67.6168
			bi-weekly	4,450	4,673	4,906	5,152	5,409
			monthly	9,642	10,124	10,631	11,162	11,720
			annual	115,708	121,493	127,568	133,946	140,643
72	POLICE SERGEANT	SWORN	hourly	\$ 57.0195	\$ 59.8704	\$ 62.8640	\$ 66.0070	\$ 69.3074
			bi-weekly	4,562	4,790	5,029	5,281	5,545
			monthly	9,883	10,378	10,896	11,441	12,013
			annual	118,600	124,530	130,757	137,295	144,159
73	ASSISTANT CHIEF BUILDING OFFICIAL	LMCEA	hourly	\$ 58.4447	\$ 61.3670	\$ 64.4356	\$ 67.6572	\$ 71.0400
			bi-weekly	4,676	4,909	5,155	5,413	5,683
			monthly	10,130	10,637	11,169	11,727	12,314
			annual	121,565	127,643	134,026	140,727	147,763
74	CITY CLERK FINANCE MANAGER PRINCIPAL PLANNER SENIOR CIVIL ENGINEER	EXEMPT LMCEA LMCEA LMCEA	hourly	\$ 59.9062	\$ 62.9013	\$ 66.0461	\$ 69.3486	\$ 72.8159
			bi-weekly	4,792	5,032	5,284	5,548	5,825
			monthly	10,384	10,903	11,448	12,020	12,621
			annual	124,605	130,835	137,376	144,245	151,457
75			hourly	\$ 61.4039	\$ 64.4739	\$ 67.6973	\$ 71.0824	\$ 74.6363
			bi-weekly	4,912	5,158	5,416	5,687	5,971
			monthly	10,643	11,175	11,734	12,321	12,937
			annual	127,720	134,106	140,810	147,851	155,243
76	ACCOUNTING MANAGER CONSTRUCTION SUPERINTENDENT DEPUTY DIRECTOR OF PARKS, REC & MAINT PARKS PROJECT MANAGER PROJECTS MANAGER UTILITY OPERATIONS SUPERINTENDENT	LMCEA LMCEA LMCEA LMCEA LMCEA	hourly	\$ 62.9387	\$ 66.0858	\$ 69.3898	\$ 72.8594	\$ 76.5023
			bi-weekly	5,035	5,287	5,551	5,829	6,120
			monthly	10,909	11,455	12,028	12,629	13,260
			annual	130,913	137,458	144,331	151,548	159,125
77	ASSISTANT CITY ATTORNEY	EXEMPT	hourly	\$ 64.5119	\$ 67.7378	\$ 71.1246	\$ 74.6807	\$ 78.4149
			bi-weekly	5,161	5,419	5,690	5,974	6,273
			monthly	11,182	11,741	12,328	12,945	13,592
			annual	134,185	140,895	147,939	155,336	163,103
78	DEPUTY FINANCE DIRECTOR	LMCEA	hourly	\$ 66.1252	\$ 69.4311	\$ 72.9028	\$ 76.5478	\$ 80.3755
			bi-weekly	5,290	5,554	5,832	6,124	6,430
			monthly	11,462	12,035	12,636	13,268	13,932
			annual	137,540	144,417	151,638	159,219	167,181
79	ECONOMIC DEV ADMINISTRATOR LAND DEVELOPMENT MANAGER	LMCEA LMCEA	hourly	\$ 67.7782	\$ 71.1668	\$ 74.7257	\$ 78.4617	\$ 82.3847
			bi-weekly	5,422	5,693	5,978	6,277	6,591
			monthly	11,748	12,336	12,952	13,600	14,280
			annual	140,979	148,027	155,429	163,200	171,360

**CITY OF LATHROP
GRADE-STEP TABLE
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GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<u>2023 Compensation May Be Subject to CalPERS Compensation Limits Beginning at Grade 80/Step 5</u>								
80	ASSISTANT COM DEV DIRECTOR CHIEF PLANNING OFFICIAL PRINCIPAL ENGINEER	LMCEA LMCEA LMCEA	hourly	\$ 69,4724	\$ 72,9462	\$ 76,5935	\$ 80,4231	\$ 84,4443
			bi-weekly	5,558	5,836	6,127	6,434	6,756
			monthly	12,042	12,644	13,276	13,940	14,637
			annual	144,503	151,728	159,315	167,280	175,644
81	CHIEF BUILDING OFFICIAL CHIEF INFORMATION OFFICER POLICE LIEUTENANT	EXEMPT EXEMPT SWORN	hourly	\$ 71,2096	\$ 74,7701	\$ 78,5089	\$ 82,4341	\$ 86,5557
			bi-weekly	5,697	5,982	6,281	6,595	6,924
			monthly	12,343	12,960	13,608	14,289	15,003
			annual	148,116	155,522	163,299	171,463	180,036
82	ASSISTANT PUBLIC WORKS DIRECTOR	LMCEA	hourly	\$ 72,9896	\$ 76,6395	\$ 80,4711	\$ 84,4945	\$ 88,7197
			bi-weekly	5,839	6,131	6,438	6,760	7,098
			monthly	12,652	13,284	13,948	14,646	15,378
			annual	151,818	159,410	167,380	175,749	184,537
83	SENIOR CONSTRUCTION MANAGER	LMCEA	hourly	\$ 74,8145	\$ 78,5550	\$ 82,4829	\$ 86,6066	\$ 90,9372
			bi-weekly	5,985	6,284	6,599	6,929	7,275
			monthly	12,968	13,616	14,297	15,012	15,762
			annual	155,614	163,394	171,564	180,142	189,149
84	POLICE COMMANDER	SWORN	hourly	\$ 76,6846	\$ 80,5191	\$ 84,5448	\$ 88,7719	\$ 93,2110
			bi-weekly	6,135	6,442	6,764	7,102	7,457
			monthly	13,292	13,957	14,654	15,387	16,157
			annual	159,504	167,480	175,853	184,646	193,879
85	DIRECTOR OF GOV'T SERV/CITY CLERK DIRECTOR OF HUMAN RESOURCES DIRECTOR OF INFORMATION SYSTEMS DIRECTOR OF PARKS, REC & MAINT SERV	EXEMPT EXEMPT EXEMPT EXEMPT	hourly	\$ 78,6017	\$ 82,5320	\$ 86,6586	\$ 90,9915	\$ 95,5410
			bi-weekly	6,288	6,603	6,933	7,279	7,643
			monthly	13,624	14,306	15,021	15,772	16,560
			annual	163,492	171,667	180,250	189,262	198,725
86	CITY ENGINEER	EXEMPT	hourly	\$ 80,5667	\$ 84,5953	\$ 88,8249	\$ 93,2662	\$ 97,9295
			bi-weekly	6,445	6,768	7,106	7,461	7,834
			monthly	13,965	14,663	15,396	16,166	16,974
			annual	167,579	175,958	184,756	193,994	203,693
87	DIRECTOR OF FINANCE	EXEMPT	hourly	\$ 82,5811	\$ 86,7102	\$ 91,0458	\$ 95,5978	\$ 100,3779
			bi-weekly	6,606	6,937	7,284	7,648	8,030
			monthly	14,314	15,030	15,781	16,570	17,399
			annual	171,769	180,357	189,375	198,844	208,786
88	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS	EXEMPT EXEMPT	hourly	\$ 84,6456	\$ 88,8778	\$ 93,3216	\$ 97,9878	\$ 102,8872
			bi-weekly	6,772	7,110	7,466	7,839	8,231
			monthly	14,672	15,405	16,176	16,985	17,834
			annual	176,063	184,866	194,109	203,815	214,005
89			hourly	\$ 86,7618	\$ 91,0998	\$ 95,6550	\$ 100,4378	\$ 105,4594
			bi-weekly	6,941	7,288	7,652	8,035	8,437
			monthly	15,039	15,791	16,580	17,409	18,280
			annual	180,465	189,488	198,962	208,911	219,356
90	DEPUTY CITY MANAGER	EXEMPT	hourly	\$ 88,9310	\$ 93,3772	\$ 98,0462	\$ 102,9486	\$ 108,0960
			bi-weekly	7,114	7,470	7,844	8,236	8,648
			monthly	15,415	16,185	16,995	17,844	18,737
			annual	184,977	194,225	203,936	214,133	224,840
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 91,1541	\$ 95,7115	\$ 100,4975	\$ 105,5226	\$ 110,7986
			bi-weekly	7,292	7,657	8,040	8,442	8,864
			monthly	15,800	16,590	17,420	18,291	19,205
			annual	189,601	199,080	209,035	219,487	230,461
92			hourly	\$ 93,4394	\$ 98,1119	\$ 103,0116	\$ 108,1600	\$ 113,5680
			bi-weekly	7,475	7,849	8,241	8,653	9,085
			monthly	16,196	17,006	17,855	18,748	19,685
			annual	194,354	204,073	214,264	224,973	236,221
93			hourly	\$ 95,7757	\$ 100,5564	\$ 105,5858	\$ 110,8640	\$ 116,4126
			bi-weekly	7,662	8,045	8,447	8,869	9,313
			monthly	16,601	17,430	18,302	19,216	20,178
			annual	199,213	209,157	219,618	230,597	242,138
94			hourly	\$ 98,1660	\$ 103,0765	\$ 108,2249	\$ 113,6437	\$ 119,3221
			bi-weekly	7,853	8,246	8,658	9,091	9,546
			monthly	17,015	17,867	18,759	19,698	20,682
			annual	204,185	214,399	225,108	236,379	248,190
95			hourly	\$ 100,6104	\$ 105,6399	\$ 110,9289	\$ 116,4667	\$ 122,2965
			bi-weekly	8,049	8,451	8,874	9,317	9,784
			monthly	17,439	18,311	19,228	20,188	21,198
			annual	209,270	219,731	230,732	242,251	254,377

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 11/13/2023**

Adopted by Resolution No. 23-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
96			hourly	\$ 103.1306	\$ 108.2898	\$ 113.6978	\$ 119.3870	\$ 125.3574
			bi-weekly	8,250	8,663	9,096	9,551	10,029
			monthly	17,876	18,770	19,708	20,694	21,729
			annual	214,512	225,243	236,491	248,325	260,743

CONTRACT								
	POLICE CHIEF	EXEMPT	annual	\$ xxx,xxx				
	CITY ATTORNEY	EXEMPT	annual	\$ 258,153				
	CITY MANAGER	EXEMPT	annual	\$ 277,023				

Changes

Add:

Police Chief from Grade 94 to Contract

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Contract") is made and entered into this ___ day of November, 2023, by and between the City of Lathrop, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Stephen Sealy, an individual, hereinafter called "Employee," and is effective as of November ___, 2023 ("Effective Date").

The parties agree as follows:

SECTION 1. DUTIES.

Employer hereby employs Employee as the Interim Chief of Police ("Chief of Police") to perform the functions and duties specified in the laws of the State of California, the Municipal Code of the City of Lathrop, and the Ordinances and Resolutions of the City of Lathrop, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. Due to the POST institutional timelines that are unrelated to his qualifications or performance, the "Interim" designation shall be removed, this shall occur no later than March 1, 2024. For purposes of this agreement, the Interim designation does not affect the terms or conditions of this agreement.

SECTION 2. TERM.

- A. The term of this Contract shall initially be for four (4) years, commencing as of the Effective Date, and shall be automatically renewed and extended for additional four (4) year periods at the end of each four year period, unless either party shall provide written notice of non-renewal at least ninety (90) days prior to the end of the period in which notice is given.
- B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign as the Chief of Police or as an employee of the City at any time for any reason.
- C. Employee shall remain in the exclusive employ of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.
- D. The term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting performed during Employee's time off.
- E. Employee's initial date of hire was February 22, 2022, but this Agreement is effective as the Effective Date specified above.

SECTION 3. SALARY.

Employer agrees to pay Employee, commencing with the Effective Date for his Interim Chief of Police duties, the base annual salary of two hundred thirty-six thousand three hundred seventy-nine (\$236,379), and commencing on March 1, 2024, for his Chief of Police duties, the base annual salary of two hundred forty-eight thousand one hundred ninety (\$248,190), payable in installments at the same time and in the same manner as other Employees of the Employer are paid.

On the one (1) year anniversary of the Effective Date, the City Council shall conduct an annual performance evaluation. This evaluation shall be completed as a joint effort between Employee and Employer. If desired, an outside facilitator, to be mutually agreed upon by Employer and Employee, and at Employer's sole cost, may be utilized. On the subsequent anniversaries, Employer may grant merit increases to the base annual salary and provide other benefits to Employee under this Contract at their discretion.

SECTION 4. HOURS OF WORK.

It is recognized that Employee must devote a great deal of time outside normal office hours to business of Employer. To that end, Employee will be granted management leave of one hundred and twenty (120) hours of management leave per calendar year. Management leave is fully credited on January 1st of each year.

SECTION 5. VEHICLE AND CELL PHONE.

Employee shall receive a City unmarked police vehicle for use during the regular course and scope of his duties, and also for anticipated off duty usage, and Employee, at his option, will receive a City-issued cellular phone or a cellular phone allowance. Normal off duty usage of the city vehicle and cell phone by the Chief is anticipated due to the significant amount of time expected from the Chief outside of his normal work hours.

SECTION 6. UNIFORM ALLOWANCE.

Employer will provide Employee with an annual uniform allowance on the same terms as provided to other peace officers for the department.

SECTION 7. TERMINATION.

This Contract shall terminate upon the occurrence of any of the following events:

- A. The death of Employee.
- B. The dissolution or bankruptcy of Employer.
- C. The disability of Employee, as defined herein.

- D. The majority of the City Council of Employer votes to terminate the Employee at a duly authorized meeting. Except for non-renewal of contract pursuant to 2A, the Employer however shall not terminate Employee within a "cooling off" period of ninety (90) days either before or after an election for which a City Council Member is elected. Pursuant to Government Code section 3304, subsection (c), the City Council must provide written notice of termination that specifies the reason(s) for termination. It shall be sufficient if the City Council provides as a reason for termination that there has been a change in administration; that there is an incompatibility of management styles; and/or that the termination is for purpose of implementing the goals or policies of the City.
- E. If the Employer, citizens or legislature act or acts to amend any provision of applicable law that substantially changes the role, powers, duties, authority, or responsibilities of the Employee, the Employee shall have the right to declare that such amendments constitute termination.
- F. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless any such reduction is pursuant to a City wide furlough program, such action shall constitute a breach of this Contract and will be regarded as termination.
- G. If the Employee resigns following an offer to accept resignation, by majority of the City Council of Employer, then the Employee may declare a termination as of the date of the requested resignation.
- H. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer to be provided. Written notice of a breach of contract shall be provided.
- I. Conviction of Employee of any public offense that is a felony, and/or involves moral turpitude, and /or the punishment for which includes a prohibition of holding public employment.

SECTION 8. CONFIDENTIALITY.

Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee during his service as Chief of Police shall at all times be conducted in closed session of the City Council and shall be considered confidential to the full extent permitted by law. Nothing herein shall prohibit the Employer or the Employee from sharing the content of Employee's evaluation with their respective legal counsel.

SECTION 9. SEVERANCE PAY.

Subject to the requirements of Government Code sections 53260 and 53261, if this Contract is terminated pursuant to Section 6, Paragraph B, D, E, F, G or City breach of Contract, Employer shall pay severance to Employee in the amount up to Nine (9) months' salary.

Instead of nine months of severance pay in accordance with this Section, Employee may elect to treat the non-renewal of the Contract (as described in herein and in Section 2) as a termination that entitles him to three (3) months' severance pay in addition to regular pay during the 90 day notice period of non-renewal referenced in Section 2A.

If this contract is terminated for any reason specified herein, Employee shall be paid for all accrued and unused sick leave, vacation time, paid holidays; and the value of all benefits including employer's contribution to PERS, and Health Insurance allowance. Severance will be paid in one payment within 30 days of termination. Employee agrees to provide the City with a full and complete release and waiver of any claims in exchange for severance pay.

SECTION 10. NOTICE TO RESIGN.

Employee may terminate this Contract by providing written notice to the City at least thirty (30) days prior to the effective date of resignation. The Employer shall have no further obligation to provide payments and benefits to Employee for his service as Chief of Police after the effective date of the resignation except for all accrued and unused management leave, sick leave and vacation time. The City requests that Employee provide six (6) to twelve (12) months advance notice in the event that he determines to retire from service.

SECTION 11. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code, commencing with section 810.

SECTION 12. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 13. DISABILITY, ADJUSTMENTS, HEALTH AND LIFE INSURANCE, COST-OF-LIVING, VACATION AND SICK LEAVE.

Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Employer relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other unrepresented employees of the Employer. An annual cost of living increase adjustment shall be applied to the base annual salary going forward to Employee as established for all other non-represented employees. Additionally, Employee will accrue vacation and sick leave at a rate as outlined in the City's Administrative Policies Manual based on his initial hire date.

Employer will contribute \$2,429 per month, in the 2023 calendar year, commencing with the Effective Date and \$2,525 in calendar year 2024, towards Employee's health, dental, and vision insurance benefits, and any such increase to benefits provided to other management employees. Additionally, Employer will continue to provide \$5,000 annually towards deferred compensation.

SECTION 14. RETIREMENT.

Employer shall pay Employee's contribution to the Public Employees Retirement System in accordance with adopted policies of Employer.

SECTION 15. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Mayor, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA
- (2) Employee: At his address as reflected in his personnel records of the City.

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 16. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire Contract between the parties.
- B. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Lathrop has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

SECTION 17. SIGNATURES.

EMPLOYEE

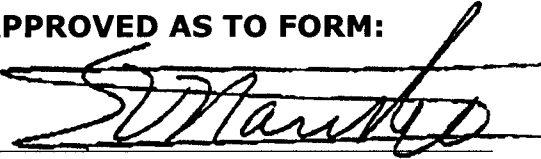
CITY OF LATHROP

Stephen Sealy
Date: November __, 2023

Sonny Dhaliwal, Mayor
Date: November __, 2023

APPROVED AS TO FORM:

ATTEST:



Salvador Navarrete, City Attorney

Teresa Vargas, City Clerk

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