ADJOURNED MEETING
OF THE SAN MARINO CITY COUNCIL
FRIDAY, JANUARY 31, 2020 AT 8:30 A.M.
CROWELL PUBLIC LIBRARY – BARTH ROOM
1890 HUNTINGTON DRIVE
SAN MARINO, CA 91108

The City of San Marino appreciates your attendance. Citizens’ interest provides the Council with valuable information regarding issues of the community.

Regular Meetings are held on the 2nd Wednesday of every month at 6:00 p.m. Typically, Adjourned Meetings are held on the last Friday of every month at 8:30 a.m.

In compliance with the American Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the City Clerk’s Office at (626) 300-0705 prior to the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Council Member Huang, Council Member Jakubowski, Council Member Talt, Vice Mayor Ude, and Mayor Shepherd Romey

POSTING OF AGENDA

The agenda is posted 72 hours prior to each meeting at the following locations: City Hall, 2200 Huntington Drive, the Crowell Public Library, 1890 Huntington Drive, and the Recreation Department, 1560 Pasqualito Drive. The agenda is also posted on the City’s website: [http://www.cityofsanmarino.org](http://www.cityofsanmarino.org).
PUBLIC COMMENTS

The City welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the City Clerk prior to the meeting. At this time, the public may address the City Council only on items on the agenda pursuant to Government Code Section 54956. Pursuant to state law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). The Mayor reserves the right to place limits on duration of comments. Staff may be asked to follow up on such items.

NEW BUSINESS

1. ADOPTION OF MOUS WITH THE CITY EMPLOYEES’ ASSOCIATION, FIREFIGHTERS’ ASSOCIATION, POLICE OFFICERS’ ASSOCIATION, AND RESOLUTION NO. 20-03, APPROVING A COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES

Recommendation: Staff recommends that the City Council adopt the Memorandum of Understandings for the Police Officers’ Association, Firefighters’ Association, and City Employees’ Association; approve the classification specification for “Management Analyst;” adopt Resolution No. R-20-03, amending Resolution No. R-12-34 approving a compensation plan for unrepresented employees; and approve additional appropriations in the amount of $717,540 in FY 2019-20 to be spread over the affected full-time personnel budget line items as shown in the respective budgets.

2. APPROVAL OF THE SECOND AMENDMENT TO THE CITY MANAGER’S EMPLOYMENT AGREEMENT, INCLUDING AN ADDITIONAL APPROPRIATION FOR A SALARY INCREASE

Recommendation: Staff recommends that the City Council approve the Second Amendment to the City Manager’s Employment Agreement.

3. PRESENTATION OF THE END OF YEAR 2019 POLICE UPDATE REPORT

Recommendation: Staff recommends that the City Council receive and file the End of Year 2019 Police Update Report.

4. REVIEW AND DISCUSSION OF THE RECREATION NEEDS ASSESSMENT SURVEY BY GREENPLAY, LLC

Recommendation: Staff recommends that the City Council receive and file the survey results from the Recreation Needs Assessment survey, conducted by GreenPlay, LLC.
5. INITIAL BRAINSTORMING FOR FISCAL YEAR 2020-21 PRIORITY INITIATIVES

Recommendation: Staff recommends that the City Council engage in a brainstorming session to identify the priority initiatives they would like staff to research further and take to the community for their input.

WRITTEN COMMUNICATIONS OR PUBLIC WRITINGS DISTRIBUTED

This is an opportunity to announce any written communications pertaining to the City received by members of the City Council. All public writings distributed by the City of San Marino to at least a majority of the City Council regarding any item on this agenda will be made available at the Public Counter at City Hall located at 2200 Huntington Drive, San Marino, California 91108.

PUBLIC COMMENTS

ADJOURNMENT

Dated: January 23, 2020
Posted: January 24, 2020

EVA HETER
CITY CLERK
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TO: Mayor and City Council

FROM: Marcella Marlowe, Ph.D., City Manager

BY: Scott Pilch, Human Resources Manager

DATE: January 31, 2020

SUBJECT: ADOPTION OF MOUS WITH THE POLICE OFFICERS’ ASSOCIATION, FIREFIGHTERS’ ASSOCIATION, CITY EMPLOYEES’ ASSOCIATION, AND RESOLUTION NO. 20-03, APPROVING A COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES

STRATEGIC PLAN CRITICAL SUCCESS FACTORS

- Efficient, Responsive, and Effective City Services
- Fiscally Responsible and Transparent City Government

BACKGROUND

The City of San Marino has four employee associations: Police Officers’ Association (POA), Firefighters’ Association (FFA), City Employees’ Association (CEA), and Supervisory/Confidential Employees’ Association (SCEA). In October 2019, members of the City Employees’ Association and members of the Supervisory/Confidential Employees’ Association voted to merge into one association called the City Employee’s Association (CEA). Memorandums of Understanding (MOUs) contained provisions related to compensation and working conditions for each of the three employee associations. The most recent MOU for all associations expired on June 22, 2019. Since last year, the City has been engaged in the meet-and-confer process with each association to agree on terms for a successor MOU.

Management classifications/positions are unrepresented and thus do not have an MOU; instead, those classifications are governed by a resolution adopted by the City Council, which serves to establish (1) compensation, benefits, and any procedural, rights, or protections that are of particular interest, (2) items that are not already part of the existing Personnel Rules & Regulations or current policies, and/or (3) items that revise existing provisions. Although not subject to the legal meet-and-confer process, the City Council is given the opportunity to consider compensation for unrepresented employees on a regular basis, typically in conjunction with the timelines for the represented associations.
The City Council is also the approving authority for adding full-time positions to the budget, as needed, and approving any classification and/or salary alterations, as needed.

DISCUSSION

Since last year, the City and employee associations have been engaging in the meet-and-confer process. As a result of these meetings, staff is presenting for your consideration new MOU agreements with all three associations and a compensation resolution for unrepresented employees, all of which are retroactive to July 1, 2019 for equity and parity. Most of the provisions of the compensation program set forth in the three MOUs and unrepresented employees’ resolution are the same, with only limited variations among the groups.

All provisions negotiated were pursuant to the City Council’s direction. All employee associations have agreed to the following terms and the unrepresented employees have been notified and given ample opportunity for feedback. The City Council’s adoption of the attached documents will conclude this round of compensation discussions and negotiations.

Changes for All Employee Groups

Term of Three (3) Years. All three MOUs have a term of July 1, 2019 through June 30, 2022. The unrepresented employees’ resolution also has provisions to take the City through June 30, 2022. Having a long-term agreement provides for stability and offers an opportunity for the City to focus on other critical matters.

Across-the-Board Salary Adjustments. The documents provide for a 7% base salary increase over the three-year period, as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Effective Date</th>
<th>Increase</th>
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<tbody>
<tr>
<td>Year 1</td>
<td>July 1, 2019</td>
<td>3%</td>
</tr>
<tr>
<td>Year 2</td>
<td>July 1, 2020</td>
<td>2%</td>
</tr>
<tr>
<td>Year 3</td>
<td>July 1, 2021</td>
<td>2%</td>
</tr>
</tbody>
</table>

Health Insurance. City employees currently receive a total monthly dollar amount of $1,200 to use to purchase all insurances. In order to keep up with increasing cost of health insurance, all of the groups will receive the following increases:

<table>
<thead>
<tr>
<th>Year</th>
<th>Effective Date</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>July 1, 2019</td>
<td>$1,300</td>
</tr>
<tr>
<td>Year 2</td>
<td>July 1, 2020</td>
<td>$1,400</td>
</tr>
<tr>
<td>Year 3</td>
<td>July 1, 2021</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

The following provisions have been added to the MOUs/resolution for employees who have or continue to exercise the “cash-out” option:

- Only employees currently exercising the cash-out option may utilize this option. The current cash-out amount is “capped” at the existing amount; it may not be increased in the future and, if reduced in the future, it may not go back up.
- Current employees not utilizing the benefit may not utilize the benefit in the future.
• Additional dollars granted by the new agreements (see above) may not be cashed out.
• New hires are not eligible for the cash out option.

Life Insurance. Many comparable cities contribute toward a life insurance benefit for their employees, whereas the City of San Marino currently does not. All three MOUs and the resolution provide a life insurance benefit in the amount of fifty thousand dollars ($50,000) per employee, with the cost being split 50/50 between the City and the employee. All employees will be required to participate in the life insurance program. An employee may buy additional life insurance at their own cost.

Long Term Disability Insurance. Many comparable cities contribute towards a long term disability insurance benefit for their employees, whereas the City of San Marino currently does not. All three MOUs and the resolution provide long-term disability insurance where the cost shall be split 50/50 between the City and the employee. All employees will be required to participate in the long term disability insurance program. An employee may buy additional long term disability insurance at their own cost.

Reopeners for Personnel Rules, Performance Evaluation Form(s), 2nd Tier Pension Establishment, and Payroll Audit Implementation. The MOUs include a reopener for the purposes of the City’s Personnel Rules and Regulations, performance evaluation form(s), new hire pension, and payroll audit implementation. This will enable the City to engage in discussion on any/all of these matters during the term of the agreements.

Tuition Reimbursement. The MOUs for the POA and CEA, along with the resolution for unrepresented employees, include language providing for a tuition reimbursement program to parallel the program already in the FFA MOU.

Technology Allowance Removed. The technology allowance in the FFA MOU and the Unrepresented Employees resolution was removed, in recognition of the fact that those employees now use City-owned-and-issued cell phones. Since the POA and CEA agreements did not have such a provision, all employee groups now have equity.

Group-Specific Variations

Merging of the City Employees’ Association with the Supervisory/Confidential Employees’ Association. Language from the Supervisory/Confidential Employees’ Association MOU was incorporated into the City Employees’ Association MOU.

Market Equity Adjustments. The City conducted compensation surveys of comparable organizations. The data yielded by that process reflected that some of our classifications surveyed lower than the median and/or were not internally aligned with other similar classifications. As a result, the attached documents also contain additional compensation adjustments, effective July 1, 2019, for the following classifications:
Police Officers’ Association:
- Police Officer: 3%
- Corporal: 3%
- Police Sergeant: 4%

City Employees’ Association:
- Assistant Planner: 2%
- Recreation Coordinator: 3%
- Account Clerk: 5%
- Administrative Analyst: 5% (including a classification title change to “Management Analyst”)
- Associate Planner: 5%
- Dispatcher/Clerk: 5%
- Librarian II: 5%

Unrepresented Management:
- Fire Chief: Approximately 7.5% (to bring parity with the Police Chief classification)
- Finance Director: Approximately 1.3% (to consolidate the Finance Director, Planning & Building Director, and Parks & Public Works Director into the same salary range)
- Planning & Building Director: Approximately 14% (to consolidate the Finance Director, Planning & Building Director, and Parks & Public Works Director into the same salary range)
- Police Records Manager: Approximately 14% (to bring parity with all other non-sworn managers)

Work Schedules. The Police Officers’ Association MOU has language clarifying the 3-12 work schedule, and that the City is exercising its ability to take a statutory “7K” exemption for sworn police personnel. This will make the work period for such employees twenty-eight (28) days in length. All employees required to perform in excess of one-hundred and seventy-one (171) hours in a twenty-eight (28) day cycle shall receive compensation at the rate of time and one-half his/her Fair Labor Standards Act (“FLSA”) regular rate of pay. This elongation of the work period will reduce the City’s compensated overtime liability.

The CEA MOU and the unrepresented employees’ resolution adds provisions clarifying that the work schedule is Monday through Thursday from 7:00 a.m. to 5:00 p.m. and Friday from 7:00 a.m. to 11:00 a.m., with exceptions for some positions.

Specialty Assignment and Special Pay. The MOU for the Police Officers’ Association added provisions for Firearms Instructor, Defense Tactics Instructor, and Administrative Sergeant.

The MOU for the City Employees’ Association added provisions for Out of Class Pay, Standby Pay, and increased the safety boot allowance from $100 to $200.
The resolution for unrepresented employees in Section 15 Uniforms has an increase in the boot allowance from $100 to $200.

**Probationary Period Lengthened.** Both the CEA MOU and the resolution for unrepresented employees were updated to change the probationary period for new employees from six (6) months to twelve (12) months. The Dispatcher/Clerks probationary period of eighteen (18) months for new employees was left unchanged in the City Employees’ Association MOU.

**Police Officers’ Association Signing/Recruitment/Retention Bonus.** The POA MOU adds language to provide bonuses to aid in the hiring and retention of new Police Officers.

**Police Officers’ Association Shift Trades.** The Police Officers’ Association MOU adds revised language, to be compliant with current law, regarding shift trades.

**Police Officers’ Association MOU Health Savings Plan Reopener.** In addition to the reopeners for City’s Personnel Rules and Regulations, performance evaluation form(s), new hire pension, and payroll audit implementation, the POA MOU has an additional reopener for the discussion of establishment of a health savings plan.

**Firefighters’ Association Outside Assignment Pay Reopener.** In addition to the reopeners for City’s Personnel Rules and Regulations, performance evaluation form(s), new hire pension, and payroll audit implementation, the Firefighters’ Association MOU has an additional reopener for Outside Assignment Pay.

**Severance Provision for At-Will Department Heads.** The resolution for unrepresented employees adds language authorizing the City Manager to offer severance pay for Department Heads who terminate involuntarily or pursuant to a negotiated separation agreement.

**FISCAL IMPACT & PROCUREMENT REVIEW.**

The fiscal impact to the FY 2019-20 budget is $717,540, which represents a 4.9% increase, with additional new costs in the subsequent years of approximately $416,906 and $422,820 respectively.

The 4.9% increase is primarily due to the 3% compensation adjustment, increased benefits for healthcare coverage, and market equity adjustments. Since the agreement amounts were unknown, the increased funding was not included in the FY 2019-20 Budget; as such, an additional appropriation in the amount of $717,540 for FY 2019-20 is required to realize the changes stipulated in these agreements.

**LEGAL REVIEW**

The City Attorney has reviewed and approved the staff report as to legal form.
RECOMMENDATION

Staff recommends that the City Council adopt the MOUs with the three employee associations, adopt Resolution No. R-20-03, and direct Finance staff to increase each department’s operating budget in the necessary amount. If Council concurs, an appropriate motion would be:

“I move to…

1. Adopt the Memorandum of Understandings for the Police Officers’ Association, Firefighters’ Association, and City Employees’ Association;
2. Approve the classification specification for “Management Analyst;”
3. Adopt Resolution No. R-20-03, amending Resolution No. R-12-34 approving a compensation plan for unrepresented employees; and
4. Approve additional appropriations in the amount of $717,540 in FY 2019-20 to be spread over the affected full-time personnel budget line items as shown in the respective budgets.”

ATTACHMENTS

1. City Employees’ Association MOU – clean copy
2. City Employees’ Association MOU – red line version
3. Firefighters’ Association MOU – clean copy
4. Firefighters’ Association MOU – red line version
5. Police Officers’ Association MOU – clean copy
6. Police Officers’ Association MOU – red line version
7. Resolution No. R-20-03 Management Employees Salary and Benefits Schedule
8. Management Salary and Benefits Schedule – clean copy
9. Management Salary and Benefits Schedule – red line version
10. Administrative Analyst Title Change to Management Analyst
Attachment 1:

City Employees’ Association MOU – clean copy
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CITY OF SAN MARINO

AND

SAN MARINO CITY EMPLOYEES' ASSOCIATION

REPRESENTING

GENERAL, SUPERVISORY, AND CONFIDENTIAL EMPLOYEES

MEMORANDUM OF UNDERSTANDING

July 1, 2019 through June 30, 2022
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MEMORANDUM OF UNDERSTANDING

ARTICLE 01
RECOGNITION OF THE ORGANIZATION

Section 01.01. RECOGNITION. The City of San Marino (hereinafter called the "City") has recognized San Marino City Employees' Association (hereinafter called the "Association") as the majority representative of employees in the classifications designated in Attachment "A" to this Memorandum of Understanding (affected employees).

Effective July 1, 2019, what were formerly the “General Employees Association” and the “Supervisory/Confidential Employees Association” have been merged into a single combined Association.

Section 01.02. MAJORITY REPRESENTATION. The City shall recognize the Association as the majority representative of all employees in these classifications for the purpose of meeting its obligations under this Contract, the Meyers-Milias-Brown Act, Government Code 3500 et seq., when the City rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

Section 01.03. FILING OF PETITIONS. This written Contract shall bar the filing of a Petition for Certification or Petition for Decertification of a recognized employee organization for this employee representation unit during the term of the contract; except that a Petition for Certification or Decertification may be filed during a period beginning not earlier than 120 calendar days and ending not less than 90 calendar days before expiration of said contract.

ARTICLE 02
NON-DISCRIMINATION PLEDGE

Section 02.01. EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500 et seq.

Section 02.02. NO DISCRIMINATION. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religious opinions or affiliations, marital status, disability, Association membership, or medical condition as defined by State and Federal law.

The City and the Association shall reopen any provision of this Contract for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Contract in compliance with State or Federal anti-discrimination laws.
Section 02.03. SAFETY. The City shall fairly apply all laws regarding work related injuries. The City and Association shall utilize the City's safety committee to address employee safety concerns. The City and Association are mutually committed to maintaining a safe workplace and providing adequate training.

ARTICLE 03
CITY RIGHTS

Section 03.01. RESERVED RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive exercise of rights of Management, as they are not abridged by this Contract or by law, shall include but not be limited to the following rights:

(A) To manage the City generally and to determine the issues of policy;

(B) To determine the existence or nonexistence of facts which are the basis of the Management decision;

(C) To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;

(D) To determine the nature, manner, means and technology and extent of services to be provided to the public;

(E) To establish methods of financing;

(F) To establish types of equipment or technology to be used;

(G) To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;

(H) To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City;

(I) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;

(J) To relieve employees from duties for lack of work or similar non-disciplinary reasons;
(K) To establish and modify productivity and performance programs and standards for City operations;

(L) To discharge, suspend, demote, or otherwise discipline employees for proper cause;

(M) To determine job classifications and to reclassify employees;

(N) To hire, transfer, promote, and demote employees for non-disciplinary reasons, in accordance with this Memorandum of Understanding and the City's Rules and Regulations;

(O) To determine policies, procedures, and standards;

(P) To establish employee performance standards, including but not limited to quality and quantity standards; and to require compliance therewith;

(Q) To maintain order and efficiency in its facilities and operations;

(R) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Contract;

(S) To take any and all necessary action to carry out the mission of the City in emergencies;

(T) To determine the mission of its constituent departments, boards and commissions;

(U) To establish the need and use of personnel information for employees and the means by which that information is to be provided. Employees retain their rights to privacy as provided by law.

Section 03.02. IMPACT OF CITY RIGHTS. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact upon employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE 04
ORGANIZATION RIGHTS

Section 04.01. DUES DEDUCTIONS. The City shall continue its present policy
of payroll deductions on a twice a month basis of Association dues and assessments, and insurance payments, in the amount certified to be current by the Treasurer of the Association as authorized in writing by the individual employees. The total amount of deductions, together with a current list of Association members, shall be remitted by the City to the Treasurer of the Association within five (5) calendar days after each pay period.

Section 04.02. INDEMNIFICATION. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association caused by the Association's negligence. The Association shall notify the City within ten (10) calendar days of any discrepancy(ies) concerning Association dues or other payroll deductions pursuant to this Article. If the Association does not notify the City of any discrepancy within ten (10) days, the City shall be relieved of any responsibility for any asserted discrepancy.

Section 04.03. DEFINITIONS. For the purposes of this Contract, the following definitions shall be used:

A. Reasonable number of stewards should be interpreted to mean one steward for each department.

B. Reasonable amount of time to promptly and expeditiously investigate and process grievances shall not be specifically defined in this context for it might be viewed as encouraging abuse. "Promptly and expeditiously" obviously relate to the amount of time spent. The word "process" in this context means only to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary to formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appearance with the grievant at the first formal level of grievance resolution.

C. Grievance for the purpose of this Contract, a grievance is defined as:

(1) A claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of the current Memorandum of Understanding or any supplemental contracts; and

(2) A claim by any employee or by the Association in his/her, their, or its own behalf, of a violation, misinterpretation, or inequitable application of existing policy, orders, rules and regulations, or then existing policy, orders, rules and regulations, or then existing practice, applicable to the public jurisdiction or its employees or the Association.

D. Cognizant supervisor means the most immediate supervisor present at
the work location.

Section 04.04. STEWARDS' RIGHTS. The Association may select a reasonable number of stewards for the unit. The Association shall give to the City a written list of employees who have been selected as stewards. This list shall be kept current by the Association.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of their activities and roles as stewards.

Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed of an available time.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of his/her business. Employee will promptly be given permission to leave the job unless such absence would cause an undue interruption of work. If the employee cannot be made available at that time, the steward will immediately be informed when the employee will be made available.

The Association agrees that a steward shall not log compensatory time or overtime pay for the time spent performing any function of a steward.

The role of the steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievance at the lowest possible level and to increase communications between the Association and the City.

Section 04.05. REPORTING FORM. The Association does not object to the use of a form for the purpose of recording the amount of time spent on grievances by stewards. Such a form might provide for signatures of affected supervisors, reasons for refusals if release time is not granted, and exact time in and time out notations. An evaluation of such forms could be of value in determining what a "reasonable amount of time" is, and might point to the "personnel problem areas."

Section 04.06. STEWARD'S PERMISSION TO LEAVE WORK LOCATION. As indicated above, both permission and denial of a request to leave a work location by a steward shall be recorded with the date and time and signed by supervisor on the appropriate form. Notations as to the reasons for a possible denial of the request and a time when the request to leave the work location is expected to be made available should also be recorded on this form.

Section 04.07. INCREASED COMMUNICATION BETWEEN THE ASSOCIATION AND THE CITY. The City might reasonably expect that the Association
would report the results of any meeting wherein employees have been permitted to participate on City time in their role as shop stewards. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

Section 04.08. ALLOWED TIME FOR STEWARDS. City agrees to allow stewards a maximum of two (2) hours per week to transact and discuss Association business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager and approved by the immediate supervisor.

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

Section 05.01. ASSOCIATION PROHIBITED CONDUCT. The Association, its officers, agents, representatives and/or members agree that during the term of this Contract they will not cause or condone any strike, walkout, slowdown, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute just cause for discharge pursuant to Article 03. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.

Section 05.02. CITY PROHIBITED CONDUCT. The City agrees that it shall not lockout its employees during the term of this Contract. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Contract or applicable ordinance or law.

Section 05.03. ASSOCIATION RESPONSIBILITY. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 05.01 herein, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding, and request that all such persons immediately cease engaging in conduct prohibited in Section 05.01, and return to work.

If the Association acts in good faith to meet its responsibilities as set forth above, the Association, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in any employees who are covered by this Contract.

Section 05.04. CITY RIGHT TO SUE. Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Association, its officers, agents, representative or members.

ARTICLE 06
PROBATION
Section 06.01. PROBATION PERIOD. An employee initially appointed to a class shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. For all general non-management employees, except Dispatcher/Clerks, the initial probationary period shall be twelve (12) months. Dispatcher/Clerks shall be subject to an initial probationary period of eighteen (18) months. An employee who has been promoted to a higher classification shall be on probation for six (6) months. Under certain conditions, if necessary to adequately evaluate such employee, with the approval of the City Manager and the Department Head, the probationary period may be shortened or extended for no more than an additional six (6) months.

Section 06.02. PERMANENT STATUS. The employee shall attain permanent status in the class upon successful completion of the probationary period.

Section 06.03. APPEAL. Any probationary employee shall be entitled to appeal termination or demotion pursuant to Government Code Section 3500 et seq.

ARTICLE 07
GRIEVANCES

Section 07.01. PURPOSE OF GRIEVANCE PROCEDURE. This grievance procedure as defined in Section 04.03 (c) establishes a means by which an employee grievance may be considered, discussed, and resolved in a timely manner and at the closest possible level to the point of origin.

Section 07.02. GRIEVANCE. A grievance shall be defined as:

(1) A claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of the current Memorandum of Understanding or any supplemental contracts; and

(2) A claim by any employee or by the Association in his/her, their, or its own behalf, of a violation, misinterpretation, or inequitable application of existing policy, orders, rules and regulations, or then existing policy, orders, rules and regulations, or then existing practice, applicable to the public jurisdiction or its employees or the Association.

Section 07.03. GUIDELINES.

(1) The grievant is entitled to representation of his/her choice.

(2) Employees are assured freedom from reprisal for using the grievance procedure. An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, shall not in any way be coerced, intimidated, or discriminated against.

(3) The grieving employee and/or his/her representative may use a...
reasonable amount of work time in conferring and presenting the grievance and appeal. However, no employee shall be absent from the assigned work place without first obtaining approval from the employee's supervisor.

(4) There shall be an earnest effort on the part of both parties to settle the grievance promptly through the earliest of the steps listed below:

**Step 1.** An employee's grievance must be submitted to the employee's first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance, or reasonable knowledge of the event giving rise to the grievance. In cases where an immediate supervisor was not available for some unforeseen circumstance, an additional 7 calendar days is allowed. The supervisor or management representative shall give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance, and the giving of such answer will terminate Step 1.

**Step 2.** If the grievance is not settled in Step 1, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Contract alleged to have been violated, signed and dated by the employee, and presented to the Department Head within ten (10) calendar days after termination of Step 1. A meeting with the employee, employee's representative and Department Head will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is received by the Department Head. The Department Head may invite other members of management to be present at such meeting. The Department Head shall give a written reply by the end of the tenth (10th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2.

**Step 3.** If the grievance is not settled in Step 2, the employee shall reduce his/her grievance to writing and submit it to the City Manager within ten (10) calendar days after the termination of Step 2. The City Manager shall arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is referred to Step 3. A written decision shall be rendered within ten (10) days from the date of such meeting.

**Section 07.04.** TIME LIMITS. The limits set forth above may be extended by mutual written consent between the parties, but neither party shall be required to so agree.
Section 07.05. NO CHANGES. It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

Section 07.06. ADVISORY ARBITRATION. Grievances which are not settled pursuant to the grievance procedure above and which employee desires to contest further, shall be submitted to arbitration as provided below:

(A) As soon as possible and in any event not later than ten (10) calendar days after the City Manager has received written notice from the employee of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) calendar days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the State Conciliation Service or Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

(B) Either the City or the employee may call any employee as a witness, and the City agrees to release said witness from work if he/she is on duty.

(C) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Contract. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

(D) The decision of the arbitrator within the limits herein prescribed shall be advisory to the City Council.

(E) The arbitrator may hear and determine only one grievance at a time without the expressed agreement of the City and the Association.

(F) The cost of the arbitration shall be shared equally between the City and the Association.

ARTICLE 08
WAGE AND SALARY POLICY

Section 08.01. BASIC COMPENSATION PLAN. There is hereby established a basic compensation plan for all employees subject to this Contract who are now employed or will in the future be employed in any of the designated classifications of employment listed in Attachment A.

Section 08.02 SALARY AND WAGE SCHEDULES.
Effective July 1, 2019, all classifications shall receive a base salary increase of three percent (3%).
Effective July 1, 2019 the following classifications shall receive “equity” adjustments as follows:
Account Clerk: Five Percent (5%)
Administrative Analyst: Five Percent (5%)
Assistant Planner: Two Percent (2%)
Associate Planner: Five Percent (5%)
Dispatcher/Clerk: Five Percent (5%)
Librarian II: Five Percent (5%)
Recreation Coordinator: Three Percent (3%)

The above equity increases do not compound with the base salary increases. The new Salary Schedule is set forth in Exhibit A.

Effective July 1, 2020, all classifications shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

Effective July 1, 2021, All classification shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

The salary and wage schedules attached hereto shall constitute the basic compensation plan consisting of five (5) steps or rates of pay in each range.

The respective ranges shall be identified by steps, by the letters "A" to "E" inclusive.

Section 08.03. ADMINISTRATION OF BASIC COMPENSATION PLAN. The compensation ranges and steps contained in the monthly salary schedule in Attachment "B" hereof are monthly compensation rates.

For all employees covered by this Memorandum of Understanding, the work schedule shall be considered to be forty (40) hours per week. The City and Association agree that work schedules will be set on a department basis and may change during the term of this Contract as agreed to by employees, management and the City Council.

The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

Section 08.04. BEGINNING RATES. A new employee of the City of San Marino shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired, except that on the request of the Department Head under whom the employee will serve, and with the authorization of the City Manager, such employee may be placed in Step "B", "C", "D", or "E", depending upon the employee's qualifications.

Section 08.05 SERVICE. The word “service,” as used in this Memorandum of Understanding, shall be defined to mean continuous, full-time service in the employee’s present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements.
lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Contract. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be reemployed within one (1) year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the Department Head and approved by the City Manager.

Section 08.06. ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement within ranges:

(A) Service Advancements. After the salary of an employee has been first established and fixed under this plan, such employee shall be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of initial probation.

(B) Merit Advancement. An employee shall be considered for advancement from one Step to the next highest Step upon completion of the minimum length of service as required. If it is determined that an employee is eligible for a merit advancement, the effective date of the merit advancement shall be the employee’s anniversary date. Advancement to any step may be granted if an employee demonstrates ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

(1) The Department Head shall file with the City Manager a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefor.

(2) If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Finance Officer to effect a change in payroll status.

(C) Special Merit Advancement. In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of the employee's duties, the Department Head may recommend to the City Manager that said employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Memorandum of Understanding. The City Manager may, on the basis of the Department Head's recommendation, approve or deny such advancement.

(D) Length of Service Required When Advancement is Denied. When an employee has not been approved for advancement to a higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in subsection (B) herein.

Section 08.07. REDUCTION IN SALARY STEPS. Any employee who is being paid on a salary step higher than Step "A" may have his/her salary reduced by one or
more steps upon the recommendation of the Department Head with the approval of the City Manager. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 08.06, and such employee may be considered for re-advancement under the provisions as contained in subsection (C) of Section 08.06. An employee's salary cannot be reduced until his or her due process appeal rights to the City Manager have been exhausted, with exception to terminations.

Section 08.08. COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit increase shall be given until after six (6) months in the higher classification regardless of the requirement for a probationary period.

Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification range. The schedule for eligibility for increases as stated in Section 08.06 of this Article shall apply for such employees.

Section 08.09. COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the schedule set forth in Section 08.06 of this Article as if the employee was originally employed in the new classification range.

Section 08.10. DISPATCHER ACTING DUTY PAY. An employee directed to work as a dispatcher for four or more hours shall be paid for the time worked as a dispatcher at his/her current step on the dispatcher salary range. Overtime shall be paid after 40 hours in a work period.

Section 08.11. SEWER PAY. An employee directed by his or her department manager to work in a sewer shall receive an additional three (3) hours of pay at the rate of time and one-half.

Section 08.12. PERFORMANCE PAY. Affected employees shall be eligible to receive performance pay in recognition of continued exceptional performance or a singular exceptional achievement. Whether a bonus is to be given, and the timing and amount thereof, shall be in an atmosphere of fairness and mutual understanding subject to the discretion of the Department Head, with approval of the City Manager. No bonus shall exceed seven percent (7%) of the employee's fiscal year salary. Award of performance pay shall be accompanied by a written performance evaluation.

Section 08.13  OUT OF CLASS PAY. Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that which the employee currently holds, the employee shall be compensated for that acting role after serving two (2) consecutive weeks in the higher classification. An employee is not entitled to compensation for the
first two weeks. The additional compensation for acting pay is five percent (5%) of the employee’s base salary.

ARTICLE 09
OTHER WAGE AND HOURLY BENEFITS

Section 09.01. OVERTIME WORKED. Overtime is defined as time assigned and worked beyond forty (40) hours in a seven-day work period, running from Sunday to Saturday unless otherwise adjusted by a respective Department. Overtime shall not include: (1) overtime not authorized by a supervisor; (2) overtime of ten (10) minutes or less or voluntary early reporting.

In determining an employee's eligibility for overtime compensation under this Section, paid leave of absences and unpaid leave of absences shall be deducted from the total hours worked. Paid leaves which shall be deducted from "hours worked" include but may not be limited to:

- Vacation
- Sick leave
- Compensatory leave
- Administrative leave
- Workers’ Compensation leave
- Jury duty
- Bereavement leave
- Military leave
- Holiday leave

All employees affected by this contract who are required to work forty (40) hours or less in a seven-day work period shall receive overtime compensation at the regular rate. If compensatory time off is accumulated instead of pay, it shall be accumulated on an hour for hour basis.

Employees required to work in excess of forty (40) hours in a seven-day work period shall receive overtime compensation at time and one-half. If compensatory time off is accumulated instead of pay, it shall be accumulated on a time and one-half basis.

An exception is made for vacation scheduled in advance for three (3) or more consecutive days. This shall count as hours worked in the case of an emergency call in within the work period.

Dispatcher/Clerks in the Police Department shall receive a minimum of two (2) hours compensation at time and one-half for court-time, if court duty falls on a day not specified as an off-duty day regularly scheduled in advance; provided, however, no additional compensation shall be paid for court-time during regular work hours.

Section 09.01.A. OVERTIME (COMPENSATORY TIME). For Dispatcher/Clerk
position, in determining eligibility for overtime compensation under this Section, sick leave and unscheduled vacation do not count as hours worked; other paid leaves are considered hours worked.

**Section 09.02. COMPENSATORY TIME.** Employees shall be eligible to earn compensatory time up to a maximum of two hundred (200) hours. If an employee reduces his/her compensatory time off balance below the 100 hour maximum the employee shall be permitted to accumulate compensatory time off until he/she reaches the 100 hour maximum. All other overtime hours shall be compensated by cash payment.

Use of compensatory time shall be subject to the approval of the Department Head.

Compensatory time shall be paid out annually in July of each year at the rate in which the compensatory time was accrued or earned.

**Section 09.03. CALL BACK COMPENSATION.** Notwithstanding the Sections in this Article, affected employees called back for work shall be paid a minimum of three (3) hours compensation at time and one-half. An affected employee shall be deemed to have been called back if the employee has been released by the Department Head as having completed the employee’s assigned duties at the end of his/her work day and is called back to duty.

**Section 09.04. CONSECUTIVE SHIFTS.** Notwithstanding the above, affected employees ordered to remain at work beyond the normal work day, or receiving less than two weeks notice, to provide shift coverage, shall receive compensation at time and one-half for those hours worked in excess of the normal work day.

**Section 09.05. STANDBY.** Employees placed on standby for the week (commencing at noon on Wednesday and ending at noon on the following Wednesday) shall receive one hundred and seventy-five dollars ($175.00) per week. An employee will be required to carry a cell phone while on standby duty. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated in any manner except as set forth above.

Employees on standby are required to answer a call within five (5) to ten (10) minutes and are responsible for remaining within a fifty (50) mile radius of the City.

Standby duties assignments are rotated based on voluntary participation. An annual list shall be established to give employees advance notice of their assignment.

All employees assigned to standby duty are expected to complete their duty week and will be held responsible for its completion. Exchange of duty week between employees is possible with approval of the Director or designee. In case of illness or other circumstance in which an employee cannot finish his/her assigned duty, the employee on standby duty shall contact the Director or designee who has the responsibility to provide coverage for the standby duty. The pay for each employee
serving standby will be proportionately divided based on the amount of time each
worked during the week.

The City will provide all maintenance upkeep, fuels, and insurance on the vehicle. City
vehicles shall not be used for personal business except for a short stop on a reasonable
route between the employee's home and place of business. Employees operating the
City vehicle will at all times maintain and operate the vehicle in a safe and reasonable
manner and in conformance with all applicable state and local laws. No one may
operate the City vehicle except a bona-fide employee of the City. Assignment of a City
vehicle may be revoked or modified at any time by the City Council, City Manager or the
employee's Department Head without recourse by the employee.

ARTICLE 10
EDUCATION WAGE BENEFIT AND CAREER
DEVELOPMENT PROGRAM

Section 10.01. TUITION REIMBURSEMENT PLAN. Permanent employees
receiving prior approval from their Department Head and from the City Manager shall
be eligible to receive tuition reimbursement pursuant to this Memorandum of
Understanding. Course work must be job related as determined by the Department
Head with final approval by the City Manager.

The City shall reimburse employee's costs for required school fees such as
tuition, registration fees, and books, subject to the limits set forth in this Article. Other
fees, such as mileage, activity cards and other optional fees shall not be reimbursed.
The following rules shall apply for reimbursement:

(A) Courses must relate to the employee's present job or directly relate to the
employee's potential development with the City.

(B) Course work taken at recognized accredited institutions shall be considered
for reimbursement. Reimbursement for course work taken at a non-accredited
institution shall be subject to the sole discretion of the City Manager.

(C) Employees shall not receive tuition reimbursement if they fail to satisfactorily
complete the approved course and/or fail to receive a grade of "C" or better.

(D) In the event an employee receives assistance under federal or state
government legislation or other student aid programs for education charges for
an approved course, only the difference, if any, between such assistance and
the education charges an employee actually incurs, shall be eligible for
reimbursement under this plan.

(E) Course books for which an employee receives reimbursement shall become
the property of the City. Books may be sold by the City back to the educational
institute bookstore and monies received returned to the City. Employees who
wish to keep course books shall not be reimbursed for same.
(F) If an employee, of his/her own volition, withdraws from a course before completion, he/she will refund to the City all monies paid by the City toward that course. If an employee is forced to withdraw due to job reasons, and with the City Manager's approval, no refund will be necessary.

(G) An employee who leaves the employment of the City before completion of the semester, and therefor does not complete the course(s) while working for the City, shall refund all monies paid to him/her by the City for the course(s). No prorating will be permitted.

(H) Upon completion of each semester, the employee shall be responsible for reporting grades received to the Administrative Services Officer for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon receipt of proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Section. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary actions.

Section 10.02 . LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than the cost for the same level of course (i.e., undergraduate, graduate) as charged by a school in the California State University system.

An employee may request reimbursement for general tuition for a degree program in lieu of reimbursement for an individual course. In such case the amount of tuition reimbursement shall not exceed the cost of general tuition for a California State resident in a school in the California State University system under the same semester periods as the degree program requested.

In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed the amount of general tuition in a school in the California State University system for two (2) semesters or three (3) quarters.

During each fiscal year the City shall contribute Ten Thousand dollars ($10,000) to fund this plan. Unused funds from one fiscal year may be “rolled over” to the subsequent fiscal year. Use of these funds shall be governed by Section 10.03, Allocation of Funds.
Section 10.03. ALLOCATION OF FUNDS. The maximum annual reimbursement is $2,500 per member. The actual amount may vary based on available funds and the number of members submitting for reimbursement and the total amount requested by applicants.

The amount of funds to be dispersed will be established at the end of the fiscal year and will be based on the number of applicants and the total amount requested.

If the total amount requested exceeds $10,000, then the following will apply: The $2,500 maximum per applicant will be reduced for all applicants to an amount which will result in a cumulative maximum of $10,000.

a. Example 1: 10 members apply. One for $2,500 and the others for $1,000 each. The maximum benefit would be reduced to $1,000 for each applicant.

b. Example 2: 5 members apply. Four for $2,500 and one for $1,000. The maximum benefit would be reduced to $2,250 for each applicant.

ARTICLE 11
TRAVEL ALLOWANCE

Section 11.01. AUTOMOBILE ALLOWANCE. Expense claims for the use of private automobiles must be submitted to the Department Head for approval. Such use, if approved, will be reimbursed at a minimum at the rate established by the Internal Revenue Services or the calculated P.O.S.T. rate when applicable, making unnecessary the IRS form 1099 reporting on mileage. Use of city vehicles will be encouraged when possible. Prior approval for reimbursement of mileage is necessary when possible.

ARTICLE 12
UNIFORM ALLOWANCE

Section 12.01. FIELD EMPLOYEES. All field employees shall be provided with ten (10) sets of shirt and pant uniforms by the City, annually by May 1. The City shall also be responsible for maintaining such uniforms. A field jacket shall be provided to field employees every other fiscal year by October 15. Any other jacket purchase will be a lightweight, windbreaker-type jacket. Staff uniform t-shirts and field jackets shall be maintained by the employee.

The City shall contribute $200.00 on a separate check on July 15 each year for purchase of safety boots, the standard for which is to be set by the City Safety Committee. Boots shall be maintained in appropriate condition as determined by the department manager. Based on verifiable need as determined by the department manager, an employee may receive a reimbursement for the amount spent on boots in excess of $200 in any fiscal year with supporting documentation, such as receipts.
The Code Enforcement Officer shall be provided with a uniform as determined by the City, as well as, a two hundred dollar ($200) boot allowance.

Section 12.02 POLICE DISPATCHER/CLERKS. Police Dispatcher/Clerks shall receive the sum of $500 in one lump payment for uniform maintenance payable on a separate check on July 15th each year.

Section 12.03 DRESS GUIDELINES. Each department will develop a policy regarding dress guidelines. The policy will be mutually agreed upon by employees, department supervisors and the Department Head. All policies are subject to the approval of the City Manager.

ARTICLE 13
VACATION BENEFIT

Section 13.01 INCREMENTS OF ACCRUAL AND USE.

(A) Accrual Increments. All increments for accrual and use of vacation leave time shall be in hours or portions thereof.

(B) Vacation Accrual

General Employees.

Full-time and probationary General employees shall accrue vacation leave in accordance with the following formula:

1. 7.4 hours for each month during the first (1st) through fifth (5th) year of employment (88.8 hours annually).

2. 8.0 hours for each month during the sixth (6th) year of employment (96.0 hours annually).

3. 8.7 hours for each month during the seventh (7th) year of employment (104.4 hours annually).

4. 9.4 hours for each month during the eighth (8th) year of employment (112.8 hours annually).

5. 10.0 hours for each month during the ninth (9th) year through the fourteenth (14th) year of employment (120.0 hours annually).

6. 11.7 hours for each month during the fifteenth (15th) year through the nineteenth (19th) year of employment (140 hours annually).

7. 13.4 hours for each month beginning with the twentieth year.
(20th) to twenty-fifth (25th) year of employment (160.8 hours annually).

(8) 15.0 hours for each month beginning with the twenty-sixth (26th) year of employment (180.0 hours annually).

Supervisory and Confidential Employees

Full-time and probationary Supervisory and Confidential employees shall accrue vacation leave in accordance with the following formula:

(1) 7.5 hours for each month during the first (1st) through fifth (5th) year of employment (90 hours annually).

(2) 8.0 hours for each month during the sixth (6th) year of employment (96.0 hours annually).

(3) 9.0 hours for each month during the seventh (7th) year of employment (108.0 hours annually).

(4) 9.5 hours for each month during the eighth (8th) year of employment (114.0 hours annually).

(5) 10.0 hours for each month during the ninth (9th) year through the fourteenth (14th) year of employment (120.0 hours annually).

(6) 11.5 hours for each month during the fifteenth (15th) year through the nineteenth (19th) year of employment (138.0 hours annually).

(7) 13.5 hours for each month beginning with the twentieth (20th) to twenty-fifth (25th) year of employment (162.0 hours annually).

(8) 15.0 hours for each month beginning with the twenty-sixth (26th) year of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee at the end of the pay period in which the employee was in the service of the City not to exceed the monthly formula as calculated in Section 13.01.B.

Accrual at the next highest incremental rate shall begin at the end of the first pay period ending after the employee’s anniversary date of original employment with the City, regardless of any promotions or demotions.
(C) Maximum Vacation Accrual. Employees shall be eligible to accrue a maximum of two (2) times the annual vacation leave for which the employee is eligible pursuant to this section. Vacation leave in excess of the maximum accrual shall be compensated on the regular payroll following the month in which the maximum accrual was attained at the hourly rate pay in effect in the month of accrual. Accrual in excess of the maximum permitted herein may be granted by the City Manager if special circumstances so warrant.

No accumulation of vacation leave may be made beyond the limits prescribed except as described above.

Section 13.02. USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval by the Department Head who shall consider the wishes of the employee and the needs of the City.

An employee shall be eligible to utilize accrued vacation during the first twelve (12) months of initial full-time employment. While in a probationary period following a promotion, the probationary period may be extended an equivalent time spent on vacation at the discretion of the Department Head with the approval of the City Manager.

Section 13.03. VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 13.01(C) of this Article. Payment shall be at the same hourly rate as was authorized for the employee at the time of submittal of termination notice.

Employees dismissed by the City prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the same hourly rate as was authorized for the initial employment. There shall be no proration of vacation time for partial months of employment.

Employees voluntarily resigning from City service prior to the completion of their initial hire probationary period or six (6) months, whichever is sooner, shall be entitled to payment of accrued vacation leave to the effective date of resignation. There shall be no proration of vacation time for partial months of employment.

When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

All payments for accrued vacation leave shall be made at the time of the next
regular pay period following the final date of employment with the City.

Section 13.04. ELIGIBILITY. All permanent employees who have successfully completed their initial hire probationary period shall be eligible for paid vacation leave after twelve (12) months of employment, based on the standard vacation accrual formula described in Section 13.01(B) of this Article. If the initial hire probationary period is greater than twelve (12) months, the employee shall be eligible for paid vacation leave after twelve (12) months of employment.

No part-time, provisional, or temporary employees shall be eligible for any vacation accrual.

ARTICLE 14
HOLIDAY BENEFIT

Section 14.01. HOLIDAY DATES. All employees covered by the terms of this Contract, except Dispatcher/Clerk employees in the Police Department, shall have the following legal holidays:

New Year's Day
President's Day
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Dispatcher/Clerk employees in the Police Department shall have the following six (6) paid holidays per calendar year:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

In addition, the Dispatcher/Clerk employees in the Police Department shall have five (5) days which shall be used as vacation days. These five (5) days shall be credited to the employee on the following dates:

President's Day
Veterans Day
Friday after Thanksgiving
Section 14.02. HOLIDAYS WORKED. If an employee works his/her regular scheduled workday on a holiday, in addition to his/her regular pay, he/she will be paid time and one-half for all hours worked.

Section 14.03. ELIGIBILITY. In order to be eligible to receive holiday pay, an employee must have worked, or be deemed to have worked because of lawful absence, the employee's regular scheduled day before and regularly scheduled day after the holiday.

Section 14.04. HOLIDAY ON VACATION DAY. Should one of the holidays listed above for employees other than dispatcher/Clerk in the Police department fall during an employee's vacation period, or while an employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accumulated vacation.

For Dispatcher/Clerks in the Police Department, should one of the six (6) holidays listed above fall during an employee's regular day off, the employee shall receive eight (8) hours of holiday pay. For the five (5) days per calendar year which shall be used as vacation days, dispatcher/clerk employees of the Police Department shall be credited the equivalent to the current contract work day to the employee's accumulated vacation. The current contract work day is 12 hours.

Section 14.05. HOLIDAY ON A WEEKEND. Except for Dispatcher/Clerks, should one of the holidays listed in Section 14.01, fall on a Saturday, the preceding Friday shall be observed as the holiday. Except for Dispatcher/Clerks, should one of the holidays listed in Section 14.01, fall on a Sunday, the following Monday shall be observed as the holiday.

Dispatcher/Clerks' holidays shall be deemed to be the actual date of the holiday and not days which may be recognized in lieu of the actual holiday date.

Section 14.06. FLOATING HOLIDAY. All General employees covered by the terms of this Contract shall have one floating holiday per calendar year on a use it or lose it basis. A floating Holiday is equivalent to the number of hours normally scheduled for each employee (i.e., 8 hours for an employee who is on a 5/8 schedule, and 10 hours for an employee who is on a 4/10 schedule). The date of the floating holiday may be selected by the employee, but shall be subject to prior approval by the Department Head or his/her designee who shall consider the wishes of the employee and the needs of the City.

For Dispatcher/Clerk employees in the Police Department, the Floating Holiday shall be equivalent to the current contract work day. Currently, the contract work day is 12 hours.
ARTICLE 15
LEAVES OF ABSENCE

Section 15.01. ADMINISTRATIVE LEAVE. Supervisory/Confidential employees in the Recreation Supervisor and City Clerk classifications shall be eligible for administrative leave in recognition of the additional hours required in performance of their duties. Administrative leave shall be taken only upon the approval of the Department Head. Administrative leave shall be accrued at the end of the first pay period beginning after July 1st of each year and shall not be carried beyond the fiscal year in which it is accrued, and remaining administrative leave time shall not be compensated for.

Supervisory/Confidential employees in the Recreation Supervisor and City Clerk classifications may accrue up to sixty (60) hours of administrative leave time annually at the discretion of their supervisor.

Section 15.02. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon recommendation from the Department Head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days for General Employees and thirty (30) calendar days for Supervisory/Confidential employees. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter, postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Contract. The City shall contribute to an employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental and visual insurance plan, or life insurance plan until the employee is reinstated in a permanent position. Vacation leave shall not be accrued beyond the first thirty (30) calendar days of an absence without pay.

Section 15.03. EXTENDED LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.
All provisions of Section 15.01 of this Article shall apply to extended leaves of absence, unless specifically authorized otherwise by the City Council.

Section 15.04. MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the Department Head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her Department Head of such leave at least ten (10) working days in advance of the beginning date of such leave.

Section 15.05. SICK LEAVE. Sick leave shall be utilized solely for

- Diagnosis, care or treatment of an existing health condition or preventative care for an employee or an employee's family member(s). Family member includes parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

- To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking as described in CA Labor Code Section 203(c) and 230.1(a).

The City Manager, upon consultation with the Department Head, may permit an employee to use sick leave for the illness or medical appointment of an individual not included in the above definition of immediate family. The City Manager's decision regarding any request submitted under this paragraph shall not be subject to the grievance and arbitration procedure contained in Article 07.

General employees subject to this Contract shall accrue four (4) hours of sick leave time on the last day of each pay period, not to exceed eight (8) hours a month, up to a maximum of two hundred and forty (240) hours. Supervisory/Confidential employees shall accrue five (5) hours of sick leave time on the last day of each pay period, not to exceed 10 hours per month, up to a maximum of two-hundred and forty (240) hours. Upon reaching the maximum accrual allowed, the employee shall cease to accrue sick leave time until such time as the total accrued hours is less than the maximum permitted, at which time the hours shall accrue in the amount stated herein up to the maximum permitted. The employee shall continue to accrue sick leave, but the amount over the cap will be moved to a catastrophic sick leave bank. The employee may use this time for a catastrophic illness of the employee only upon presentation of a medical providers “Certificate of Serious Health Condition”. These hours cannot be cashed out at $0.50 on the dollar as described below, once they have been placed in the leave bank. In addition, the catastrophic sick leave cannot be converted to PERS service credit upon retirement.

An employee who has been employed by the City for five (5) or more years and who has accumulated two hundred and forty (240) hours of sick leave may on an annual basis use eight (8) hours of sick leave as personal leave. The employee shall request the use of sick leave as personal leave in writing and in advance. The use of
sick leave as personal leave is subject to approval by the City.

An employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

Newly hired General employees shall receive forty-eight (48) hours of sick leave time, and Supervisory/Confidential employees shall receive sixty (60) hours of sick leave time, on the date of initial hire as an advance for accruals, and shall be eligible to begin using the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of employment.

Employees leaving employment with the City for any reason other than a retirement separation, who have received an advance for accruals of sick leave time and who have used said sick leave time at a rate greater than eight (8) hours of sick leave time off for each month of actual employment during the six (6) month period of the advance, shall have the amount of sick leave time off used in excess of eight (8) hours per month deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

General employees may elect to cash out sick leave balances in excess of 160 hours at a rate of .50¢ on the dollar at their regular hourly rate of pay. Employees must maintain a minimum of 160 hours of sick leave in order to be compensated. Accruals will be based on balances during the last pay period of each fiscal year covered by the contract.

No portion of this Section shall be deemed to prevent an employee from utilizing other accrued leave time for the purpose of medical or sick leave.

Employee shall have no vested rights in the accrued sick leave time upon termination with the City.

Section 15.06. BEREAVEMENT LEAVE. On the death of a member of an affected employee's immediate family; meaning spouse, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:

(A) If the death occurred within a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to three (3) days bereavement leave.

(B) If the death occurred outside a two hundred (200) miles radius of the City of

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San Marino, the employee shall be granted up to five (5) days bereavement leave.

(C) The City Manager, upon consultation with the Department Head, may permit an employee to use paid bereavement leave for an individual who is not included in the above definition of immediate family. The City Manager's decision regarding any request submitted under this subsection shall not be subject to the grievance and arbitration procedure contained in Article 07.

ARTICLE 16
INSURANCE AND RELATED BENEFITS

Section 16.01. MEDICAL BENEFITS. Medical benefits shall be under the P.E.R.S. medical program.

Section 16.02. OTHER HEALTH BENEFITS. The City shall make available to current employees group dental, vision, life and long term disability insurance programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually during the open enrollment period set by the CalPERS. The City shall notify employees of the open enrollment period by providing a notice with payroll at least three (3) weeks prior to the open enrollment period. Employees may modify their dependent coverage under any such insurance program as needed, or as may be permitted by the insurance program.

Section 16.03. EMPLOYEE PARTICIPATION. All employees shall be covered under the P.E.R.S. medical program, except as provided for herein. The employee may select from the P.E.R.S. plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the P.E.R.S. health plan as permitted by the insurance company.

Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee's paycheck to pay the difference.

For employees who have or continue to exercise the cash-out option the following shall apply:

- Only employees currently exercising the cash-out option may utilize this option. The current cash-out amount is “capped” at the existing amount; it may not be increased in the future. If reduced in the future, it may not go back up.
- Current Employees not utilizing benefit may not utilize the benefit in the future.
- Additional flex dollars (7/01/2019, 07/01/2020 and 07/01/2021) may not be cashed out, but may be used towards additional health insurance, life insurance, vision insurance, and/or dental insurance.
- New hires are not eligible for any cash out.
Said cash out shall not be compensable to CalPERS as salary pursuant to the California Code of Regulations Chapter 2, Article 5, Section 571 (2CCR571). If, during the term of this Contract, the Internal Revenue Service should enact regulations by which the cash payout would jeopardize the tax deferment of the deferred compensation program, all employees agree to place all of the difference in deferred compensation.

SECTION 16.04. CITY CONTRIBUTION. Employees shall only receive a City contribution for the P.E.R.S. medical program, and for dental, vision, life and long term disability insurance programs in an amount that equals the actual premium costs for the insurance benefits selected by the employee but not to exceed the total City contribution provided for in this Section.

The City’s contribution is established at two-hundred dollars ($200.00) per month per annuitant and active employee. This monthly contribution shall only increase as required by the Board of Administration of the Public Employees’ Retirement System or the State Legislation, as set forth in Government Code Section 22892.

The City of San Marino will establish a flexible floating fringe benefit pool (“FFBP”) for currently active employees. This “FFBP" shall not be used by any current annuitants or future annuitants. The purpose of the “FFBP“ is to provide currently active employees with additional health insurance, life insurance, vision insurance and dental insurance. The City of San Marino shall contribute the following flat rates on behalf of each currently active employee to the “FFBP":

- July 1, 2019: Eleven Hundred ($1,100.00) per month
- July 1, 2020: Twelve Hundred ($1,200.00) per month
- July 1, 2021: Thirteen Hundred ($1,300.00) per month

In the event that the "FFBP" fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference.

If an employee is able to provide proof of coverage under a spouse's or parent's health insurance plan, the employee need not obtain health insurance under the City's provided PERS medical program.

All employee electing not to participate in the City’s PERS medical program shall be required to: (1) provide the City with adequate written proof of medical coverage; (2) provide the City with no less than thirty (30) days written notice before any such medical coverage is cancelled; and (3) sign a liability and hold harmless release form removing the City from all liability resulting from not participating in the City's medical health
coverage.

Section 16.05. RETIREE PARTICIPATION. Retirees shall be provided two hundred dollars ($200) per month to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance due. Should the retiree select a program(s) costing less than the amount provided by the City, the employee shall have no rights to the balance available.

Each August 1st thereafter, the City shall increase the contribution available to retirees by the amount required by the P.E.R.S. medical program.

Section 16.06. LONG TERM DISABILITY INSURANCE. The City shall provide a Long Term Disability (LTD) insurance program for affected employees. The cost of the LTD Insurance shall be split 50/50 between the City and the employee. The employee cost for said LTD insurance shall be paid by the employee from the monthly City contribution provided for in Section 16.04 of this Article, or through payroll deduction, if necessary. All affected employees shall be required to participate in the Long Term Disability insurance program.

The Short/Long Term Disability program shall be with a thirty (30) day elimination period up to age 65.

Section 16.07 LIFE INSURANCE. The City shall provide a life insurance benefit in the amount of fifty thousand dollars ($50,000.00) per employee. The cost of the life insurance shall be split 50/50 between the City and the employee. The employee cost for said life insurance shall be paid by the employee from the monthly City contribution provided in Section 16.04 of this article.

All affected employees shall be required to participate in the life insurance program. An employee may buy additional life insurance at their own cost.

Section 16.08. INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION. If an employee who has been employed by the City for five (5) or more years suffers a work related injury and is absent from work the City shall continue to make the insurance contribution provided for in Section 16.04 for a maximum of six (6) months. The employee may only continue to participate in the same type (medical, dental, vision, etc.) of benefit plan(s) and level of benefits (employee, employee plus one or employee plus two or more) that the employee participated in immediately prior to his/her work related injury.

Section 16.09 HEPATITIS B VACCINATIONS. Upon request, employees required to work in the sewer shall receive Hepatitis B vaccinations.

Section 16.10. RETIREMENT HEALTH SAVINGS PLAN. The City agrees to sponsor a Retirement Health Savings (RHS) Plan, pursuant to the employee group agreeing on contributions and meeting the RHS plan criteria.
ARTICLE 17
RETIREMENT BENEFIT

Section 17.01. P.E.R.S. MEMBERSHIP. The City is a contract member of the Public Employees' Retirement System. Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the Public Employees' Retirement System heretofore approved by the City Council. The Classic employees shall pay the employees' share of the required retirement contribution to P.E.R.S. which equals seven percent (7%) of the employee's base compensation as defined by the Public Employee's Retirement Law, Government Code Section 20000 et seq. Pursuant to Pension Reform, Employees hired on or after January 1, 2013 shall pay 6.5% or half of non-Classic normal costs of the employee's contribution to the California Public Employees Retirement System. The City will report these payments as being those of the affected employee's so that they will be credited to the particular employee's individual account with P.E.R.S. The City shall maintain a retirement benefit based upon the single highest year compensation for the retiring employee and the 2% percent at 55 plan for employees hired before July 1, 2012.

Employees hired on or after July 1, 2012 but before January 1, 2013 shall be subject to the 2% at 60 formula with a three year average final compensation.

Pursuant to Pension Reform Act, employees hired on or after January 1, 2013, shall be eligible to retire at 2% at 62 formula with a three year average final compensation.

The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as 1959 Survivor Benefit, Fourth Level based on the schedule of benefits as set forth in the California Public Employees Retirement System Section 21382.4 of the California Government Code. Each employee will contribute ninety-three cents ($.93) per pay period. The City will contribute a $4 premium rate. Any future increases in premium rates will be borne by the employee.

ARTICLE 18
SMOKING

To further employee health and productivity by the elimination of primary and secondary effects of smoke in the workplace, smoking shall be banned on all City property and while on duty at all times.

ARTICLE 19
CONDITIONS OF CONTINUED EMPLOYMENT
"Section 19.01. NOTICE OF DRIVER'S LICENSE SUSPENSION. All employees shall maintain a valid California driver's license in order to operate city equipment. In the event an employee's driver's license is suspended, the employee shall immediately notify his/her respective supervisor. Failure to do so may result in disciplinary action including termination."

ARTICLE 20
LAYOFF PROCEDURE

Section 20.01. NEED FOR LAYOFF. Whenever it becomes necessary, in the opinion of the City Council, to abolish a position or to reduce the number of employees in a given class in the classified service, the City Council may do so by stating in its proceedings its reasons therefore. However, no permanent full-time employee shall be separated from any department while there are emergency, seasonal, probationary, part-time or temporary employees serving in the same class of positions in the City.

Section 20.02. ORDER OF SEPARATION. In each classification in which there is to be a layoff, employees shall be separated from employment according to the employee's seniority within service. In case of the same hiring date, seniority shall be based upon hiring order.

Section 20.03. BUMPING RIGHTS. The employees laid off shall be entitled to be displaced to a position in the next lower class. Any employee so displaced shall be considered as laid off for the same reason as the person who displaced the employee and shall in the same manner be eligible to displace to the next lower class.

Section 20.04. WRITTEN NOTICE OF LAYOFF/REEMPLOYMENT RIGHTS. The employee laid off shall be given written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff and shall be informed of their reemployment status in writing.

The name of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be based on: last employee laid off is the first employee on the list, with other employees eligible in sequential order thereafter. Such list shall be used by the appointing officer when a vacancy for that class is to be filled before certification. Said reemployment list shall exist for one year.

Section 20.05. REAPPOINTMENT. The appointing officer shall reinstate the former employee to the highest available position in the layoff reemployment list, if any.

Section 20.06. REEMPLOYMENT PROCEDURE. The names of all permanent and nonpermanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be eligible for reemployment. Such reemployment list...
shall be based on: last employee laid off is the first employee on the list and first to be reemployed, with other employees being eligible in sequential order thereafter. Said list shall exist for one year and shall have preference over all other employment lists.

ARTICLE 21
AMERICANS WITH DISABILITIES
ACT

Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Contract may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

ARTICLE 22
REOPENNERS DURING THE MOU

During the term of this MOU, the parties agree to reopen the MOU on the following subjects:
1. Revision of current Personnel Rules.
2. Revision of current Performance Evaluation Form(s).
3. Implementation/Impact of the pending payroll audit.

Any changes to the above subjects shall require either mutual agreement or exhaustion of the impasse process (including fact finding).

In the event that either statutory or case law is changed to allow future hires to be excluded from the CalPERS retirement system, the parties agree to reopen the MOU on the subject of exclusion of new hire employees from the CALPERS retirement system. Any change to this subject shall require mutual agreement.
ARTICLE 23
WORK SCHEDULES

Effective February 2, 2020, the following work schedule shall take effect:

Monday-Thursday 7:00 a.m. to 5:00 p.m.
Friday 7:00 a.m. to 11:00 a.m.

Exceptions:

Library Staff
- Clerk Typist: Monday through Friday 9:00 a.m to 6:00 p.m.
- Circulation Librarian II:
  - Tuesday through Thursday 12:00 p.m. to 9:00 p.m.
  - Monday and Saturday (Alternating) 12:00 p.m. 9:00 p.m.
- Adult Librarian II:
  - Mondays 12:00 p.m. to 9:00 p.m.
  - Tuesday through Thursday 9:00 a.m. to 6:00 p.m.
  - Friday and Saturday (Alternating) 9:00 a.m. to 6:00 p.m.
- Youth Services Librarian II:
  - Monday, Tuesday, and Thursday 9:00 a.m. to 6:00 p.m.
  - Wednesday 12:00 p.m. to 9:00 p.m.
  - Friday and Sunday (Alternating) 9:00 a.m. to 6:00 p.m.

Recreation Staff
- Recreation Supervisor 1: Monday through Friday 6:30 a.m. to 3:30 p.m.
- Recreation Supervisor 2:
  - Monday through Thursday 7:00 a.m. to 5:00 p.m.
  - Friday (Alternating) 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.
- Recreation Coordinator:
  - Monday through Thursday 8:00 a.m. to 6:00 p.m.
  - Friday (Alternating) 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.
- Clerk Typist:
  - Monday and Wednesday 7:30 a.m. to 6:00 p.m.
  - Tuesday and Thursday 7:30 a.m. to 5:00 p.m. (from 5:30pm)
• Friday 7:00 a.m. to 11:00 a.m. (from 10am)

Public Works
• All staff will work Monday through Friday, with half of staff working, at management’s discretion,
  o Monday through Friday 6:30 a.m. to 3:30 p.m.; or
  o Monday through Friday 8:00 a.m. to 5:00 p.m.

Police
• Police Dispatcher-Clerk will regularly work 3 twelve-hour shifts per week, plus 1 extra eight-hour shift over the course of the payperiod. Lunches will be compensated and taken at their desks. Breaks are on an as-needed and as-requested basis.

Fire
• Administrative Analyst:
  o Monday through Thursday from 7:30 a.m. to 5:00 p.m. with a 30 minute lunch period
  o Friday from 7:00 a.m. to 11:00 a.m.

ARTICLE 24
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior contracts and memorandums of contract, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

ARTICLE 25
WAIVER OF BARGAINING DURING THE TERM OF THIS CONTRACT

It is agreed that this Memorandum of Understanding contains the full and complete contract on all subjects upon which the parties did bargain or could have bargained. Neither party shall be required, during the term of this Memorandum, to negotiate or bargain upon any other issue. All matters not included in this Memorandum shall be deemed to have been raised and disposed of as if covered herein. All subjects referred to in the management right’s clause shall likewise be deemed to have been raised and bargained to a conclusion.
ARTICLE 26
EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Memorandum of Understanding will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the Memorandum of Understanding during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 27
SEPARABILITY PROVISION

Should any provisions of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE 28
TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence upon ratification by the Association member bargaining unit members and adoption by the City Council, and shall continue in full force and effect until June 22, 2019.

REOPENER: Both parties agree to meet and confer in good faith on the issues of Work Schedules and changes to City Personnel Rules and Regulations during the term of this MOU.
ARTICLE 29
RATIFICATION AND EXECUTION

The City's representatives and the Association have reached an understanding as to certain recommendations to be made to the City Council for the City of San Marino and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of this City.

CITY OF SAN MARINO

By:__________________________   By:__________________________

By:__________________________   By:__________________________

By:__________________________   By:__________________________

SAN MARINO CITY EMPLOYEES' ASSOCIATION

By:__________________________   By:__________________________

By:__________________________   By:__________________________

By:__________________________   By:__________________________
## ATTACHMENT "A" EMPLOYEE CLASSIFICATIONS

### General
- Account Clerk
- Building Inspector
- Building Inspector II
- Building & Planning Assistant
- Clerk Typist I
- Clerk Typist II
- Police Dispatcher/Clerk
- Gardener I
- Gardener II
- Groundsman
- Librarian I
- Librarian II
- Librarian III
- Library Clerk III
- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III
- Park Foreman
- Park Leadman
- Park Maintenance
- Permit Tech I
- Permit Tech II
- Police Recruit
- Shop Foreman
- Street Foreman
- Tree Trimmer I
- Tree Trimmer II
- Urban Forester

### Supervisory/Confidential
- Accountant I
- Administrative Analyst
- Administrative Assistant
- Associate Planner
- Assistant Planner
- City Clerk
- Code Enforcement Officer
- Executive Secretary
- Police Records Clerk
- Recreation Supervisor
- Senior Planner
ATTACHMENT “B” SALARY SCHEDULES

GENERAL EMPLOYEES’ SALARY SCHEDULE

EFFECTIVE: 07/01/2019

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## SUPERVISORY/CONFIDENTIAL EMPLOYEES’ SALARY SCHEDULE

**EFFECTIVE:** 07/01/2019

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# GENERAL EMPLOYEES' SALARY SCHEDULE

**EFFECTIVE:** 07/01/2020  
(2% Increase)

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**SUPERVISORY/CONFIDENTIAL EMPLOYEES’ SALARY SCHEDULE**  
**EFFECTIVE:** 07/01/2020  
(2% Increase)

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<td>Senior Planner</td>
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<td>7,644</td>
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**GENERAL EMPLOYEES’ SALARY SCHEDULE**

**EFFECTIVE:** 07/01/2021  
*(2% Increase)*

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<tr>
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<th>Step C</th>
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<tr>
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<tr>
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<td>6,342</td>
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## SUPERVISORY/CONFIDENTIAL EMPLOYEES' SALARY SCHEDULE

**EFFECTIVE:** 07/01/2021  **(2% Increase)**

<table>
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<tr>
<th>Classification</th>
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<th>Step B</th>
<th>Step C</th>
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<td>Senior Planner</td>
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<td>7,425</td>
<td>7,796</td>
<td>8,186</td>
<td>8,769</td>
</tr>
</tbody>
</table>

Salaries increases vary by position.
Asterisk positions vacant and not surveyed.
Merit increases are based on the following for all employees hired:
- **Step A** - for first six (6) months of employment.
- **Step B (**)** - eligible after six (6) months of employment.
- **Step C (**)** - eligible after eighteen (18) months of employment.
- **Step D (**)** - eligible after thirty (30) months of employment.
Attachment 2:

City Employees’ Association MOU – red line version
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CITY OF SAN MARINO

AND

SAN MARINO CITY EMPLOYEES’ ASSOCIATION

REPRESENTING

GENERAL,
SUPERVISORY, AND
CONFIDENTIAL
EMPLOYEES

MEMORANDUM OF UNDERSTANDING

July 1, 2019 through June 30, 2022
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<th>PAGE</th>
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<td>FILING OF PETITIONS</td>
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<td>DUES DEDUCTIONS</td>
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<td>STEWARD'S RIGHTS</td>
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<td>STEWARD’S PERMISSION TO LEAVE WORK LOCATION</td>
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<td>INCREASED COMMUNICATION BETWEEN THE ASSOCIATION AND THE CITY</td>
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<td>ALLOWED TIME FOR STEWARDS</td>
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<td>ARTICLE 05</td>
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MEMORANDUM OF UNDERSTANDING

ARTICLE 01
RECOGNITION OF THE ORGANIZATION

Section 01.01. RECOGNITION. The City of San Marino (hereinafter called the "City") has recognized San Marino City Employees' Association (hereinafter called the "Association") as the majority representative of employees in the classifications designated in Attachment "A" to this Memorandum of Understanding (affected employees).

Effective July 1, 2019, what were formerly the “General Employees Association” and the “Supervisory/Confidential Employees Association” have been merged into a single combined Association.

Section 01.02. MAJORITY REPRESENTATION. The City shall recognize the Association as the majority representative of all employees in these classifications for the purpose of meeting its obligations under this Contract, the Meyers-Milias-Brown Act, Government Code 3500 et seq., when the City rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

Section 01.03. FILING OF PETITIONS. This written Contract shall bar the filing of a Petition for Certification or Petition for Decertification of a recognized employee organization for this employee representation unit during the term of the contract; except that a Petition for Certification or Decertification may be filed during a period beginning not earlier than 120 calendar days and ending not less than 90 calendar days before expiration of said contract.

ARTICLE 02
NON-DISCRIMINATION PLEDGE

Section 02.01. EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500 et seq.

Section 02.02. NO DISCRIMINATION. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religious opinions or affiliations, marital status, disability, Association membership, or medical condition as defined by State and Federal law.

The City and the Association shall reopen any provision of this Contract for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Contract in compliance with State or Federal anti-discrimination laws.
Section 02.03. SAFETY. The City shall fairly apply all laws regarding work related injuries. The City and Association shall utilize the City's safety committee to address employee safety concerns. The City and Association are mutually committed to maintaining a safe workplace and providing adequate training.

ARTICLE 03
CITY RIGHTS

Section 03.01. RESERVED RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive exercise of rights of Management, as they are not abridged by this Contract or by law, shall include but not be limited to the following rights:

(A) To manage the City generally and to determine the issues of policy;

(B) To determine the existence or nonexistence of facts which are the basis of the Management decision;

(C) To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;

(D) To determine the nature, manner, means and technology and extent of services to be provided to the public;

(E) To establish methods of financing;

(F) To establish types of equipment or technology to be used;

(G) To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;

(H) To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City;

(I) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;

(J) To relieve employees from duties for lack of work or similar non-disciplinary reasons;
(K) To establish and modify productivity and performance programs and standards for City operations;

(L) To discharge, suspend, demote, or otherwise discipline employees for proper cause;

(M) To determine job classifications and to reclassify employees;

(N) To hire, transfer, promote, and demote employees for non-disciplinary reasons, in accordance with this Memorandum of Understanding and the City's Rules and Regulations;

(O) To determine policies, procedures, and standards;

(P) To establish employee performance standards, including but not limited to quality and quantity standards; and to require compliance therewith;

(Q) To maintain order and efficiency in its facilities and operations;

(R) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Contract;

(S) To take any and all necessary action to carry out the mission of the City in emergencies;

(T) To determine the mission of its constituent departments, boards and commissions;

(U) To establish the need and use of personnel information for employees and the means by which that information is to be provided. Employees retain their rights to privacy as provided by law.

Section 03.02. IMPACT OF CITY RIGHTS. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact upon employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE 04
ORGANIZATION RIGHTS

Section 04.01. DUES DEDUCTIONS. The City shall continue its present policy
of payroll deductions on a twice a month basis of Association dues and assessments, and insurance payments, in the amount certified to be current by the Treasurer of the Association as authorized in writing by the individual employees. The total amount of deductions, together with a current list of Association members, shall be remitted by the City to the Treasurer of the Association within five (5) calendar days after each pay period.

**Section 04.02. INDEMNIFICATION.** The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association caused by the Association's negligence. The Association shall notify the City within ten (10) calendar days of any discrepancy(ies) concerning Association dues or other payroll deductions pursuant to this Article. If the Association does not notify the City of any discrepancy within ten (10) days, the City shall be relieved of any responsibility for any asserted discrepancy.

**Section 04.03. DEFINITIONS.** For the purposes of this Contract, the following definitions shall be used:

A. Reasonable number of stewards should be interpreted to mean one steward for each department.

B. Reasonable amount of time to promptly and expeditiously investigate and process grievances shall not be specifically defined in this context for it might be viewed as encouraging abuse. "Promptly and expeditiously" obviously relate to the amount of time spent. The word "process" in this context means only to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary to formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appearance with the grievant at the first formal level of grievance resolution.

C. Grievance for the purpose of this Contract, a grievance is defined as:

1. A claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of the current Memorandum of Understanding or any supplemental contracts; and

2. A claim by any employee or by the Association in his/her, their, or its own behalf, of a violation, misinterpretation, or inequitable application of existing policy, orders, rules and regulations, or then existing policy, orders, rules and regulations, or then existing practice, applicable to the public jurisdiction or its employees or the Association.

D. Cognizant supervisor means the most immediate supervisor present at
the work location.

**Section 04.04. STEWARDS' RIGHTS.** The Association may select a reasonable number of stewards for the unit. The Association shall give to the City a written list of employees who have been selected as stewards. This list shall be kept current by the Association.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of their activities and roles as stewards.

Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed of an available time.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of his/her business. Employee will promptly be given permission to leave the job unless such absence would cause an undue interruption of work. If the employee cannot be made available at that time, the steward will immediately be informed when the employee will be made available.

The Association agrees that a steward shall not log compensatory time or overtime pay for the time spent performing any function of a steward.

The role of the steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievance at the lowest possible level and to increase communications between the Association and the City.

**Section 04.05. REPORTING FORM.** The Association does not object to the use of a form for the purpose of recording the amount of time spent on grievances by stewards. Such a form might provide for signatures of affected supervisors, reasons for refusals if release time is not granted, and exact time in and time out notations. An evaluation of such forms could be of value in determining what a "reasonable amount of time" is, and might point to the "personnel problem areas."

**Section 04.06. STEWARD'S PERMISSION TO LEAVE WORK LOCATION.** As indicated above, both permission and denial of a request to leave a work location by a steward shall be recorded with the date and time and signed by supervisor on the appropriate form. Notations as to the reasons for a possible denial of the request and a time when the request to leave the work location is expected to be made available should also be recorded on this form.

**Section 04.07. INCREASED COMMUNICATION BETWEEN THE ASSOCIATION AND THE CITY.** The City might reasonably expect that the Association
would report the results of any meeting wherein employees have been permitted to participate on City time in their role as shop stewards. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

**Section 04.08. ALLOWED TIME FOR STEWARDS.** City agrees to allow stewards a maximum of two (2) hours per week to transact and discuss Association business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager and approved by the immediate supervisor.

**ARTICLE 05**

**NO STRIKE - NO LOCKOUT PLEDGE**

**Section 05.01. ASSOCIATION PROHIBITED CONDUCT.** The Association, its officers, agents, representatives and/or members agree that during the term of this Contract they will not cause or condone any strike, walkout, slowdown, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute just cause for discharge pursuant to Article 03. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.

**Section 05.02. CITY PROHIBITED CONDUCT.** The City agrees that it shall not lockout its employees during the term of this Contract. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Contract or applicable ordinance or law.

**Section 05.03. ASSOCIATION RESPONSIBILITY.** In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 05.01 herein, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding, and request that all such persons immediately cease engaging in conduct prohibited in Section 05.01, and return to work.

If the Association acts in good faith to meet its responsibilities as set forth above, the Association, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any employees who are covered by this Contract.

**Section 05.04. CITY RIGHT TO SUE.** Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Association, its officers, agents, representative or members.

**ARTICLE 06**

**PROBATION**
Section 06.01. PROBATION PERIOD. An employee initially appointed to a class shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. For all general non-management employees, except Dispatcher/Clerks, the initial probationary period shall be twelve (12) six (6) months. Dispatcher/Clerks shall be subject to an initial probationary period of eighteen (18) months. An employee who has been promoted to a higher classification shall be on probation for six (6) months. Under certain conditions, if necessary to adequately evaluate such employee, with the approval of the City Manager and the Department Head, the probationary period may be shortened or extended for no more than an additional six (6) months.

Section 06.02. PERMANENT STATUS. The employee shall attain permanent status in the class upon successful completion of the probationary period.

Section 06.03. APPEAL. Any probationary employee shall be entitled to appeal termination or demotion pursuant to Government Code Section 3500et seq.

ARTICLE 07
GRIEVANCES

Section 07.01. PURPOSE OF GRIEVANCE PROCEDURE. This grievance procedure as defined in Section 04.03 (c) establishes a means by which an employee grievance may be considered, discussed, and resolved in a timely manner and at the closest possible level to the point of origin.

Section 07.02. GRIEVANCE. A grievance shall be defined as:

(1) A claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of the current Memorandum of Understanding or any supplemental contracts; and

(2) A claim by any employee or by the Association in his/her, their, or its own behalf, of a violation, misinterpretation, or inequitable application of existing policy, orders, rules and regulations, or then existing policy, orders, rules and regulations, or then existing practice, applicable to the public jurisdiction or its employees or the Association.

Section 07.03. GUIDELINES.

(1) The grievant is entitled to representation of his/her choice.

(2) Employees are assured freedom from reprisal for using the grievance procedure. An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, shall not in any way be coerced, intimidated, or discriminated against.

(3) The grieving employee and/or his/her representative may use a
reasonable amount of work time in conferring and presenting the grievance and appeal. However, no employee shall be absent from the assigned work place without first obtaining approval from the employee's supervisor.

(4) There shall be an earnest effort on the part of both parties to settle the grievance promptly through the earliest of the steps listed below:

**Step 1.** An employee's grievance must be submitted to the employee's first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance, or reasonable knowledge of the event giving rise to the grievance. In cases where an immediate supervisor was not available for some unforeseen circumstance, an additional 7 calendar days is allowed. The supervisor or management representative shall give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance, and the giving of such answer will terminate Step 1.

**Step 2.** If the grievance is not settled in Step 1, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Contract alleged to have been violated, signed and dated by the employee, and presented to the Department Head within ten (10) calendar days after termination of Step 1. A meeting with the employee, employee's representative and Department Head will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is received by the Department Head. The Department Head may invite other members of management to be present at such meeting. The Department Head shall give a written reply by the end of the tenth (10th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2.

**Step 3.** If the grievance is not settled in Step 2, the employee shall reduce his/her grievance to writing and submit it to the City Manager within ten (10) calendar days after the termination of Step 2. The City Manager shall arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is referred to Step 3. A written decision shall be rendered within ten (10) days from the date of such meeting.

Section 07.04. TIME LIMITS. The limits set forth above may be extended by mutual written consent between the parties, but neither party shall be required to so agree.
Section 07.05. NO CHANGES. It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

Section 07.06. ADVISORY ARBITRATION. Grievances which are not settled pursuant to the grievance procedure above and which employee desires to contest further, shall be submitted to arbitration as provided below:

(A) As soon as possible and in any event not later than ten (10) calendar days after the City Manager has received written notice from the employee of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) calendar days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the State Conciliation Service or Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

(B) Either the City or the employee may call any employee as a witness, and the City agrees to release said witness from work if he/she is on duty.

(C) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Contract. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

(D) The decision of the arbitrator within the limits herein prescribed shall be advisory to the City Council.

(E) The arbitrator may hear and determine only one grievance at a time without the expressed agreement of the City and the Association.

(F) The cost of the arbitration shall be shared equally between the City and the Association.

ARTICLE 08
WAGE AND SALARY POLICY

Section 08.01. BASIC COMPENSATION PLAN. There is hereby established a basic compensation plan for all employees subject to this Contract who are now employed or will in the future be employed in any of the designated classifications of employment listed in Attachment A.

Section 08.02 SALARY AND WAGE SCHEDULES. Salaries effective for employees covered by this contract are listed in Attachment B and represents increases over the three year agreement period. Effective July 1, 2019, all classifications shall receive a base salary increase of three percent (3%).
Effective July 1, 2019 the following classifications shall receive “equity” adjustments as follows:

- Account Clerk: Five Percent (5%)  
- Administrative Analyst: Five Percent (5%)  
- Assistant Planner: Two Percent (2%)  
- Associate Planner: Five Percent (5%)  
- Dispatcher/Clerk: Five Percent (5%)  
- Librarian II: Five Percent (5%)  
- Recreation Coordinator: Three Percent (3%)

The above equity increases do not compound with the base salary increases. The new Salary Schedule is set forth in Exhibit A.

Effective July 1, 2020, all classifications shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

Effective July 1, 2021, All classification shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

The salary and wage schedules attached hereto shall constitute the basic compensation plan consisting of five (5) steps or rates of pay in each range.

The respective ranges shall be identified by steps, by the letters "A" to "E" inclusive.

Section 08.03. ADMINISTRATION OF BASIC COMPENSATION PLAN. The compensation ranges and steps contained in the monthly salary schedule in Attachment "B" hereof are monthly compensation rates.

For all employees covered by this Memorandum of Understanding, the work schedule shall be considered to be forty (40) hours per week. The City and Association agree that work schedules will be set on a department basis and may change during the term of this Contract as agreed to by employees, management and the City Council.

The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

Section 08.04. BEGINNING RATES. A new employee of the City of San Marino shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired, except that on the request of the Department Head under whom the employee will serve, and with the authorization of the City Manager, such employee may be placed in Step "B", "C", "D", or "E", depending upon the employee's qualifications.

Section 08.05 SERVICE. The word “service,” as used in this Memorandum of
Understanding, shall be defined to mean continuous, full-time service in the employee’s present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Contract. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be reemployed within one (1) year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the Department Head and approved by the City Manager.

Section 08.06. ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement within ranges:

(A) Service Advancements. After the salary of an employee has been first established and fixed under this plan, such employee shall be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of initial probation.

(B) Merit Advancement. An employee shall be considered for advancement from one Step to the next highest Step upon completion of the minimum length of service as required. If it is determined that an employee is eligible for a merit advancement, the effective date of the merit advancement shall be the employee’s anniversary date. Advancement to any step may be granted if an employee demonstrates ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

(1) The Department Head shall file with the City Manager a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefor.

(2) If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Finance Officer to effect a change in payroll status.

(C) Special Merit Advancement. In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of the employee’s duties, the Department Head may recommend to the City Manager that said employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Memorandum of Understanding. The City Manager may, on the basis of the Department Head’s recommendation, approve or deny such advancement.

(D) Length of Service Required When Advancement is Denied. When an employee has not been approved for advancement to a higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the
same actions as provided in subsection (B) herein.

Section 08.07. REDUCTION IN SALARY STEPS. Any employee who is being paid on a salary step higher than Step "A" may have his/her salary reduced by one or more steps upon the recommendation of the Department Head with the approval of the City Manager. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 08.06, and such employee may be considered for re-advancement under the provisions as contained in subsection (C) of Section 08.06. An employee's salary cannot be reduced until his or her due process appeal rights to the City Manager have been exhausted, with exception to terminations.

Section 08.08. COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit increase shall be given until after six (6) months in the higher classification regardless of the requirement for a probationary period.

Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification range. The schedule for eligibility for increases as stated in Section 08.06 of this Article shall apply for such employees.

Section 08.09. COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the schedule set forth in Section 08.06 of this Article as if the employee was originally employed in the new classification range.

Section 08.10. DISPATCHER ACTING DUTY PAY. An employee directed to work as a dispatcher for four or more hours shall be paid for the time worked as a dispatcher at his/her current step on the dispatcher salary range. Overtime shall be paid after 40 hours in a work period.

Section 08.11. SEWER PAY. An employee directed by his or her department manager to work in a sewer shall receive an additional three (3) hours of pay at the rate of time and one-half.

Section 08.12. PERFORMANCE PAY. Affected employees shall be eligible to receive performance pay in recognition of continued exceptional performance or a singular exceptional achievement. Whether a bonus is to be given, and the timing and amount thereof, shall be in an atmosphere of fairness and mutual understanding subject to the discretion of the Department Head, with approval of the City Manager. No bonus shall exceed seven percent (7%) of the employee's fiscal year salary. Award of performance pay shall be accompanied by a written performance evaluation.

Section 08.13. OUT OF CLASS PAY. Whenever the needs of the City require an
employee to temporarily perform the duties of a higher classification than that which the employee currently holds, the employee shall be compensated for that acting role after serving two (2) consecutive weeks in the higher classification. An employee is not entitled to compensation for the first two weeks. The additional compensation for acting pay is five percent (5%) of the employee’s base salary.

ARTICLE 09
OTHER WAGE AND HOURLY BENEFITS

Section 09.01. OVERTIME WORKED. Overtime is defined as time assigned and worked beyond forty (40) hours in a seven-day work period, running from Sunday to Saturday unless otherwise adjusted by a respective Department. Overtime shall not include: (1) overtime not authorized by a supervisor; (2) overtime of ten (10) minutes or less or voluntary early reporting.

In determining an employee’s eligibility for overtime compensation under this Section, paid leave of absences and unpaid leave of absences shall be deducted from the total hours worked. Paid leaves which shall be deducted from "hours worked" include but may not be limited to:

- Vacation
- Sick leave
- Compensatory leave
- Administrative leave
- Workers’ Compensation leave
- Jury duty
- Bereavement leave
- Military leave
- Holiday leave

All employees affected by this contract who are required to work forty (40) hours or less in a seven-day work period shall receive overtime compensation at the regular rate. If compensatory time off is accumulated instead of pay, it shall be accumulated on an hour for hour basis.

Employees required to work in excess of forty (40) hours in a seven-day work period shall receive overtime compensation at time and one-half. If compensatory time off is accumulated instead of pay, it shall be accumulated on a time and one-half basis.

An exception is made for vacation scheduled in advance for three (3) or more consecutive days. This shall count as hours worked in the case of an emergency call in within the work period.

Dispatcher/Clerks in the Police Department shall receive a minimum of two (2) hours compensation at time and one-half for court-time, if court duty falls on a day not specified as an off-duty day regularly scheduled in advance; provided, however, no
additional compensation shall be paid for court-time during regular work hours.

Section 09.01.A. OVERTIME (COMPENSATORY TIME). For Dispatcher/Clerk position, in determining eligibility for overtime compensation under this Section, sick leave and unscheduled vacation do not count as hours worked; other paid leaves are considered hours worked.

Section 09.02. COMPENSATORY TIME. Employees shall be eligible to earn compensatory time up to a maximum of two one hundred (\(200\)) hours. If an employee reduces his/her compensatory time off balance below the 100 hour maximum the employee shall be permitted to accumulate compensatory time off until he/she reaches the 100 hour maximum. All other overtime hours shall be compensated by cash payment.

Use of compensatory time shall be subject to the approval of the Department Head.

Compensatory time shall be paid out annually in July of each year at the rate in which the compensatory time was accrued or earned.

Section 09.03. CALL BACK COMPENSATION. Notwithstanding the Sections in this Article, affected employees called back for work shall be paid a minimum of three (3) hours compensation at time and one-half. An affected employee shall be deemed to have been called back if the employee has been released by the Department Head as having completed the employee's assigned duties at the end of his/her work day and is called back to duty.

Section 09.04. CONSECUTIVE SHIFTS. Notwithstanding the above, affected employees ordered to remain at work beyond the normal work day, or receiving less than two weeks notice, to provide shift coverage, shall receive compensation at time and one-half for those hours worked in excess of the normal work day.

Section 09.05. STANDBY. Employees placed on standby for the week (commencing at noon on Wednesday and ending at noon on the following Wednesday) shall receive one hundred and seventy-five dollars ($175.00) per week. An employee will be required to carry a cell phone while on standby duty. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated in any manner except as set forth above.

Employees on standby are required to answer a call within five (5) to ten (10) minutes and are responsible for remaining within a fifty (50) mile radius of the City.

Standby duties assignments are rotated based on voluntary participation. An annual list shall be established to give employees advance notice of their assignment.

All employees assigned to standby duty are expected to complete their duty week and will be held responsible for its completion. Exchange of duty week between employees is possible with approval of the Director or designee. In case of illness or...
other circumstance in which an employee cannot finish his/her assigned duty, the employee on standby duty shall contact the Director or designee who has the responsibility to provide coverage for the standby duty. The pay for each employee serving standby will be proportionately divided based on the amount of time each worked during the week.

**EMERGENCY RESPONSE.** Employees who are placed on-call to respond to emergency situations will be assigned the use of a pager, cellular phone, and City-owned vehicle. All City property may not be used for personal use. The method/scheduling of employees who are placed on-call shall be in accordance with each department’s own policy. The employee will remain capable of returning to work while on-call and capable of performing required duties when called upon.

The City will provide all maintenance upkeep, fuels, and insurance on the vehicle. City vehicles shall not be used for personal business except for a short stop on a reasonable route between the employee's home and place of business. Employees operating the City vehicle will at all times maintain and operate the vehicle in a safe and reasonable manner and in conformance with all applicable state and local laws. No one may operate the City vehicle except a bona-fide employee of the City. Assignment of a City vehicle may be revoked or modified at any time by the City Council, City Manager or the employee's Department Head without recourse by the employee.

**ARTICLE 10**

**EDUCATION WAGE BENEFIT AND CAREER DEVELOPMENT PROGRAM**

**Section 10.01.** TUITION REIMBURSEMENT PLAN. Permanent employees receiving prior approval from their Department Head and from the City Manager shall be eligible to receive tuition reimbursement pursuant to this Memorandum of Understanding. Course work must be job related as determined by the Department Head with final approval by the City Manager.

The City shall reimburse employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees, such as mileage, activity cards and other optional fees shall not be reimbursed. The following rules shall apply for reimbursement:

(A) Courses must relate to the employee's present job or directly relate to the employee's potential development with the City.

(B) Course work taken at recognized accredited institutions shall be considered for reimbursement. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.

(C) Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.

(D) In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for
an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this plan.

(E) Course books for which an employee receives reimbursement shall become the property of the City. Books may be sold by the City back to the educational institution bookstore and monies received returned to the City. Employees who wish to keep course books shall not be reimbursed for same.

(F) If an employee, of his/her own volition, withdraws from a course before completion, he/she will refund to the City all monies paid by the City toward that course. If an employee is forced to withdraw due to job reasons, and with the City Manager's approval, no refund will be necessary.

(G) An employee who leaves the employment of the City before completion of the semester, and therefor does not complete the course(s) while working for the City, shall refund all monies paid to him/her by the City for the course(s). No prorating will be permitted.

(H) Upon completion of each semester, the employee shall be responsible for reporting grades received to the Administrative Services Officer for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon receipt of proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Section. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary actions.

Section 10.02 - LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than the cost for the same level of course (i.e., undergraduate, graduate) as charged by a school in the California State University system.

An employee may request reimbursement for general tuition for a degree program in lieu of reimbursement for an individual course. In such case the amount of tuition reimbursement shall not exceed the cost of general tuition for a California State resident in a school in the California State University system under the same semester periods as the degree program requested.

In no case shall the total amount of tuition reimbursement for individual courses
to an employee in a given fiscal year exceed the amount of general tuition in a school in
the California State University system for two (2) semesters or three (3) quarters.

All reimbursements shall be approved based on the availability of funds
budgeted for that purpose during any given fiscal year. Availability of funds shall be
determined by the City Manager.

During each fiscal year the City shall contribute Ten Thousand dollars ($10,000)
to fund this plan. Unused funds from one fiscal year may be “rolled over” to the
subsequent fiscal year. Use of these funds shall be governed by Section 10.03,
Allocation of Funds.

Section 10.03, ALLOCATION OF FUNDS. The maximum annual
reimbursement is $2,500 per member. The actual amount may vary based on
available funds and the number of members submitting for reimbursement and the
total amount requested by applicants.

The amount of funds to be dispersed will be established at the end of the
fiscal year and will be based on the number of applicants and the total amount
requested.

If the total amount requested exceeds $10,000, then the following will apply:
The $2,500 maximum per applicant will be reduced for all applicants to an
amount which will result in a cumulative maximum of $10,000.

a. Example 1: 10 members apply. One for $2,500 and the others for $1,000
   each. The maximum benefit would be reduced to $1,000 for each applicant.
   b. Example 2: 5 members apply. Four for $2,500 and one for $1,000. The
   maximum benefit would be reduced to $2,250 for each applicant.

ARTICLE 11
TRAVEL ALLOWANCE

Section 11.01, AUTOMOBILE ALLOWANCE. Expense claims for the use of
private automobiles must be submitted to the Department Head for approval. Such use,
if approved, will be reimbursed at a minimum at the rate established by the Internal
Revenue Services or the calculated P.O.S.T. rate when applicable, making
unnecessary the IRS form 1099 reporting on mileage. Use of city vehicles will be
encouraged when possible. Prior approval for reimbursement of mileage is necessary
when possible.

ARTICLE 12
UNIFORM ALLOWANCE

Section 12.01, FIELD EMPLOYEES. All field employees shall be provided with
ten (10) sets of shirt and pant uniforms by the City, annually by May 1. The City shall
also be responsible for maintaining such uniforms. A field jacket shall be provided to
field employees every other fiscal year by October 15. Any other jacket purchase will be a lightweight, windbreaker-type jacket. Staff uniform t-shirts and field jackets shall be maintained by the employee.

The City shall contribute $1200.00 on a separate check on July 15 each year for purchase of safety boots, the standard for which is to be set by the City Safety Committee. Boots shall be maintained in appropriate condition as determined by the department manager. Based on verifiable need as determined by the department manager, an employee may receive a reimbursement for the amount spent on boots in excess of $1200 in any fiscal year with supporting documentation, such as receipts.

The Code Enforcement Officer shall be provided with a uniform as determined by the City, as well as, a two hundred dollar ($200) boot allowance.

Section 12.02. POLICE DISPATCHER/CLERKS. Police Dispatcher/Clerks shall receive the sum of $500 in one lump payment for uniform maintenance payable on a separate check on July 15th each year.

Section 12.03. DRESS GUIDELINES. Each department will develop a policy regarding dress guidelines. The policy will be mutually agreed upon by employees, department supervisors and the Department Head. All policies are subject to the approval of the City Manager.

ARTICLE 13
VACATION BENEFIT

Section 13.01. INCREMENTS OF ACCRUAL AND USE.

(A) Accrual Increments. All increments for accrual and use of vacation leave time shall be in hours or portions thereof.

(B) Vacation Accrual

General Employees. Effective January 1, 1989, each permanent, full-time and probationary General employees shall accrue vacation leave in accordance with the following formula:

1. 7.4 hours for each month during the first (1st) through fifth (5th) year of employment (88.8 hours annually).
2. 8.0 hours for each month during the sixth (6th) year of employment (96.0 hours annually).
3. 8.7 hours for each month during the seventh (7th) year of employment (104.4 hours annually).
(4) 9.4 hours for each month during the eighth (8th) year of employment (112.8 hours annually).

(5) 10.0 hours for each month during the ninth (9th) year through the fourteenth (14th) year of employment (120.0 hours annually).

(6) 11.7 hours for each month during the fifteenth (15th)-year through the nineteenth (19th)-year of employment (140 hours annually).

(7) 13.4 hours for each month beginning with the twentieth (20th) to twenty-fifth (25th) year of employment (160.8 hours annually).

(8) 15.0 hours for each month beginning with the twenty-sixth (26th) year of employment (180.0 hours annually).

Supervisory and Confidential Employees

Full-time and probationary Supervisory and Confidential employees shall accrue vacation leave in accordance with the following formula:

(1) 7.5 hours for each month during the first (1st) through fifth (5th) year of employment (90 hours annually).

(2) 8.0 hours for each month during the sixth (6th) year of employment (96.0 hours annually).

(3) 9 hours for each month during the seventh (7th) year of employment (108.0 hours annually).

(4) 9.5 hours for each month during the eighth (8th) year of employment (114.0 hours annually).

(5) 10.0 hours for each month during the ninth (9th) year through the fourteenth (14th) year of employment (120.0 hours annually).

(6) 11.5 hours for each month during the fifteenth (15th) year through the nineteenth (19th) year of employment (138.0 hours annually).

(7) 13.5 hours for each month beginning with the twentieth (20th) to twenty-fifth (25th) year of employment (162.0 hours annually).
15.0 hours for each month beginning with the twenty-sixth (26th) year of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee at the end of the pay period in which the employee was in the service of the City not to exceed the monthly formula as calculated in Section 13.01.B.

Accrual at the next highest incremental rate shall begin at the end of the first pay period ending after the employee's anniversary date of original employment with the City, regardless of any promotions or demotions.

(C) Maximum Vacation Accrual. Employees shall be eligible to accrue a maximum of two (2) times the annual vacation leave for which the employee is eligible pursuant to this section. Vacation leave in excess of the maximum accrual shall be compensated on the regular payroll following the month in which the maximum accrual was attained at the hourly rate pay in effect in the month of accrual. Accrual in excess of the maximum permitted herein may be granted by the City Manager if special circumstances so warrant.

An employee's available vacation hours shall not exceed the following maximum amounts at any given time:

(9) 177.6 hours in the first (1st) through fifth (5th) year of employment.

(10) 192.0 hours in the sixth (6th) year of employment.

(11) 208.8 hours in the seventh (7th) year of employment.

(12) 225.6 hours in the eighth (8th) year of employment.

(13) 240.00 hours in the ninth (9th) through fourteenth (14th) year of employment.

(14) 280 hours for the fifteenth (15th) through nineteenth (19th) year of employment.

(15) 321.6 hours for the twentieth (20th) through twenty-fifth (25th) year of employment.

(16) 360.0 hours for the twenty-sixth (26th) and subsequent years of employment.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximums established herein if special circumstances, as determined by the City Manager, so warrant.
No accumulation of vacation leave may be made beyond the limits prescribed except as described above.

Section 13.02. USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval by the Department Head who shall consider the wishes of the employee and the needs of the City.

An employee shall not be eligible to utilize accrued vacation during the first twelve (12) months of initial full-time employment. While in a probationary period following a promotion, the probationary period may be extended an equivalent time spent on vacation at the discretion of the Department Head with the approval of the City Manager.

Section 13.03. VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 13.01(C) of this Article. Payment shall be at the same hourly rate as was authorized for the employee at the time of submittal of termination notice.

Employees dismissed by the City prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the same hourly rate as was authorized for the initial employment. There shall be no proration of vacation time for partial months of employment.

Employees voluntarily resigning from City service prior to the completion of their initial hire probationary period or six (6) months, whichever is sooner, shall be entitled to payment of accrued vacation leave to the effective date of resignation. There shall be no proration of vacation time for partial months of employment.

When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

All payments for accrued vacation leave shall be made at the time of the next regular pay period following the final date of employment with the City.

Section 13.04. ELIGIBILITY. All permanent employees who have successfully completed their initial hire probationary period shall be eligible for paid vacation leave after twelve (12) months of employment, based on the standard vacation accrual formula described in Section 13.01(B) of this Article. If the initial hire probationary period is greater than twelve (12) months, the employee shall be eligible for paid vacation leave after twelve (12) months of employment.

No part-time, provisional, or temporary employees shall be eligible for any
vacation accrual.

ARTICLE 14
HOLIDAY BENEFIT

Section 14.01. HOLIDAY DATES. All employees covered by the terms of this Contract, except Dispatcher/Clerk employees in the Police Department, shall have the following legal holidays:

- New Year's Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Dispatcher/Clerk employees in the Police Department shall have the following six (6) paid holidays per calendar year:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

In addition, the Dispatcher/Clerk employees in the Police Department shall have five (5) days which shall be used as vacation days. These five (5) days shall be credited to the employee on the following dates:

- President's Day
- Veterans Day
- Friday after Thanksgiving
- Christmas Eve
- New Year's Eve

Section 14.02. HOLIDAYS WORKED. If an employee works his/her regular scheduled workday on a holiday, in addition to his/her regular pay, he/she will be paid time and one-half for all hours worked.

Section 14.03. ELIGIBILITY. In order to be eligible to receive holiday pay, an
employee must have worked, or be deemed to have worked because of lawful absence, the employee's regular scheduled day before and regularly scheduled day after the holiday.

**Section 14.04. HOLIDAY ON VACATION DAY.** Should one of the holidays listed above for employees other than dispatcher/Clerk in the Police department fall during an employee's vacation period, or while an employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accumulated vacation.

For Dispatcher/Clerks in the Police Department, should one of the six (6) holidays listed above fall during an employee's regular day off, the employee shall receive eight (8) hours of holiday pay. For the five (5) days per calendar year which shall be used as vacation days, dispatcher/clerk employees of the Police Department shall be credited the equivalent to the current contract work day to the employee's accumulated vacation. The current contract work day is 12 hours.

**Section 14.05. HOLIDAY ON A WEEKEND.** Except for Dispatcher/ Clerks, should one of the holidays listed in Section 14.01, fall on a Saturday, the preceding Friday shall be observed as the holiday. Except for Dispatcher/Clerks, should one of the holidays listed in Section 14.01, fall on a Sunday, the following Monday shall be observed as the holiday.

Dispatcher/Clerks' holidays shall be deemed to be the actual date of the holiday and not days which may be recognized in lieu of the actual holiday date.

**Section 14.06. FLOATING HOLIDAY.** All General employees covered by the terms of this Contract shall have one floating holiday per calendar year on a use it or lose it basis. A floating Holiday is equivalent to the number of hours normally scheduled for each employee (i.e., 8 hours for an employee who is on a 5/8 schedule, and 10 hours for an employee who is on a 4/10 schedule). The date of the floating holiday may be selected by the employee, but shall be subject to prior approval by the Department Head or his/her designee who shall consider the wishes of the employee and the needs of the City.

For Dispatcher/Clerk employees in the Police Department, the Floating Holiday shall be equivalent to the current contract work day. Currently, the contract work day is 12 hours.

**ARTICLE 15 \nLEAVES OF ABSENCE**

**Section 15.01. ADMINISTRATIVE LEAVE.** Supervisory/Confidential employees in the Recreation Supervisor and City Clerk classifications shall be eligible for administrative leave in recognition of the additional hours required in performance of their duties. Administrative leave shall be taken only upon the approval of the Department Head. Administrative leave shall be accrued at the end of the first pay period beginning after July 1st of each year and shall not be carried beyond the fiscal year in which it is accrued, and
remaining administrative leave time shall not be compensated for.

Supervisory/Confidential employees in the Recreation Supervisor and City Clerk classifications may accrue up to sixty (60) hours of administrative leave time annually at the discretion of their supervisor.

Section 15.012. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon recommendation from the Department Head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days for General Employees and thirty (30) calendar days for Supervisory/Confidential employees. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter, postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Contract. The City shall contribute to an employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental and visual insurance plan, or life insurance plan until the employee is reinstated in a permanent position. Vacation leave shall not be accrued beyond the first thirty (30) calendar days of an absence without pay.

Section 15.03. EXTENDED LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 15.01 of this Article shall apply to extended leaves of absence, unless specifically authorized otherwise by the City Council.

Section 15.04. MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the Department Head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her Department Head of such leave at least ten (10) working days in advance of the beginning date of such leave.
Section 15.05. SICK LEAVE. Sick leave shall be utilized solely for

- Diagnosis, care or treatment of an existing health condition or preventative care for an employee or an employee's family member(s). Family member includes parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

- To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking as described in CA Labor Code Section 203(c) and 230.1(a).

The City Manager, upon consultation with the Department Head, may permit an employee to use sick leave for the illness or medical appointment of an individual not included in the above definition of immediate family. The City Manager's decision regarding any request submitted under this paragraph shall not be subject to the grievance and arbitration procedure contained in Article 07.

General Employees subject to this Contract shall accrue four (4) hours of sick leave time on the last day of each pay period, not to exceed eight (8) hours a month, up to a maximum of two hundred and forty (240) hours. Supervisory/Confidential employees shall accrue five (5) hours of sick leave time on the last day of each pay period, not to exceed 10 hours per month, up to a maximum of two-hundred and forty (240) hours. Upon reaching the maximum accrual allowed, the employee shall cease to accrue sick leave time until such time as the total accrued hours is less than the maximum permitted, at which time the hours shall accrue in the amount stated herein up to the maximum permitted. The employee shall continue to accrue sick leave, but the amount over the cap will be moved to a catastrophic sick leave bank. The employee may use this time for a catastrophic illness of the employee only upon presentation of a medical providers “Certificate of Serious Health Condition,” and upon approval of the City Manager. These hours cannot be cashed out at $0.50 on the dollar as described below, once they have been placed in the leave bank. In addition, the catastrophic sick leave cannot be converted to PERS service credit upon retirement.

An employee who has been employed by the City for five (5) or more years and who has accumulated two hundred and forty (240) hours of sick leave may on an annual basis use eight (8) hours of sick leave as personal leave. The employee shall request the use of sick leave as personal leave in writing and in advance. The use of sick leave as personal leave is subject to approval by the City.

An employee shall submit a “Leave Request” form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.
Newly hired **General** employees shall receive forty-eight (48) hours of sick leave time, and **Supervisory/Confidential** employees shall receive sixty (60) hours of sick leave time, on the date of initial hire as an advance for accruals, and shall be eligible to begin using the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of employment.

Employees leaving employment with the City for any reason other than a retirement separation, who have received an advance for accruals of sick leave time and who have used said sick leave time at a rate greater than eight (8) hours of sick leave time off for each month of actual employment during the six (6) month period of the advance, shall have the amount of sick leave time off used in excess of eight (8) hours per month deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

General employees may elect to cash out sick leave balances in excess of 160 hours at a rate of .50¢ on the dollar at their regular hourly rate of pay. Employees must maintain a minimum of 160 hours of sick leave in order to be compensated. Accruals will be based on balances during the last pay period of each fiscal year covered by the contract.

No portion of this Section shall be deemed to prevent an employee from utilizing other accrued leave time for the purpose of medical or sick leave.

Employee shall have no vested rights in the accrued sick leave time upon termination with the City.

**Section 15.06, Bereavement Leave.** On the death of a member of an affected employee's immediate family; meaning spouse, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:

(A) If the death occurred within a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to three (3) days bereavement leave.

(B) If the death occurred outside a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to five (5) days bereavement leave.

(C) The City Manager, upon consultation with the Department Head, may permit an employee to use paid bereavement leave for an individual who is not included in the above definition of immediate family. The City Manager's decision regarding any request submitted under this subsection shall not be subject to the grievance and arbitration procedure contained in Article 07.
ARTICLE 16
INSURANCE AND RELATED BENEFITS

Section 16.01. MEDICAL BENEFITS. Medical benefits shall be under the P.E.R.S. medical program.

Section 16.02. OTHER HEALTH BENEFITS. The City shall make available to current employees group dental, vision, life and long term disability insurance programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually during the open enrollment period set by the CalPERS. The City shall notify employees of the open enrollment period by providing a notice with payroll at least three (3) weeks prior to the open enrollment period. Employees may modify their dependent coverage under any such insurance program as needed, or as may be permitted by the insurance program.

Section 16.03. EMPLOYEE PARTICIPATION. All employees shall be covered under the P.E.R.S. medical program, except as provided for herein. The employee may select from the P.E.R.S. plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the P.E.R.S. health plan as permitted by the insurance company.

Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee's paycheck to pay the difference.

For employees who have or continue to exercise the cash-out option the following shall apply:

- Only employees currently exercising the cash-out option may utilize this option. The current cash-out amount is "capped" at the existing amount; it may not be increased in the future. If reduced in the future, it may not go back up.
- Current Employees not utilizing benefit may not utilize the benefit in the future.
- Additional flex dollars (7/01/2019, 07/01/2020 and 07/01/2021) may not be cashed out, but may be used towards additional health insurance, life insurance, vision insurance, and/or dental insurance.
- New hires are not eligible for any cash out.

Should the employee select a program that is less than the City's current contribution the difference minus the Long Term Disability Cost may be cashed or placed in a deferred compensation plan provided by the City as follows:

- Employees hired prior to July 1, 2012 can cash-out, or place in deferred compensation, the difference of 100%; they may continue to do so with the same amounts in effect June 25, 2016. The additional two hundred dollars ($200.00) contributed to the FFBP (Section 16.04) over the term of this MOU may not be cashed out and may only be placed in deferred compensation.
Employees Hired On or After July 1, 2012 can cash out, or place in deferred compensation, the difference of 50%; they may continue to do so with the same amounts in effect June 25, 2016. Effective June 26, 2016, those employees are eligible for the difference of 100%. However, the additional FFBP may only be placed in deferred compensation; the current amount of “cash out” is frozen at the amount in effect June 25, 2016 and may not be increased.

Employees Hired On or After October 12, 2016 will be required to place all FFBP in deferred compensation if not utilized.

Said cash out shall not be compensable to CalPERS as salary pursuant to the California Code of Regulations Chapter 2, Article 5, Section 571 (2CCR571). If, during the term of this Contract, the Internal Revenue Service should enact regulations by which the cash payout would jeopardize the tax deferment of the deferred compensation program, all employees agree to place all of the difference in deferred compensation.

On June 2, 2016, the United States Court of Appeals for the Ninth Circuit published its opinion in Danny Flores v. City of San Gabriel (the “decision”), which indicated that that the City’s payment of unused health benefits must be included in the regular rate of pay and thus in the calculation of the overtime. The City and the Association understand that the City of San Gabriel will be petitioning the United States Supreme Court for review. Until such time as a final decision is in effect (either denial of the petition by the United States Supreme Court or a decision by the United States Supreme Court), the City and the Association mutually agree to hold implementation of that decision in abeyance.

If, and when, the decision becomes final in favor of the individual plaintiffs, the City will:
- Recalculate FLSA overtime retroactive to June 28, 2015 according to the decision;
- Prospectively pay FLSA overtime according to the decision;
- Cease allowing employees to “cash out” FFBP and require employees to place all monies in deferred compensation. This paragraph will not go into effect unless, and until, the same provision is implemented with Police and Fire employees.

The City and the City Employees’ Association acknowledge that this language completes satisfaction of any liability, both retroactive and prospective, for FLSA overtime under the decision. If, and when, the decision becomes final in favor of the City of San Gabriel, the City will allow employees to cash out and/or place monies in deferred compensation at the employees’ option.
SECTION 16.04. CITY CONTRIBUTION. Employees shall only receive a City contribution for the P.E.R.S. medical program, and for dental, vision, life and long term disability insurance programs in an amount that equals the actual premium costs for the insurance benefits selected by the employee but not to exceed the total City contribution provided for in this Section.

The City’s contribution is established at two-hundred dollars ($200.00) per month per annuitant and active employee. This monthly contribution shall only increase as required by the Board of Administration of the Public Employees’ Retirement System or the State Legislation, as set forth in Government Code Section 22892.

The City of San Marino will establish a flexible floating fringe benefit pool (“FFBP”) for currently active employees. This “FFBP” shall not be used by any current annuitants or future annuitants. The purpose of the “FFBP” is to provide currently active employees with additional health insurance, life insurance, vision insurance and dental insurance.

The City of San Marino shall contribute the following flat rates on behalf of each currently active employee to the “FFBP”:

- July 1, 2019: Eleven Hundred ($1,100.00) per month
- July 1, 2020: Twelve Hundred ($1,200.00) per month
- July 1, 2021: Thirteen Hundred ($1,300.00) per month

Effective June 26, 2016, the City shall contribute a flat rate of eight hundred dollars ($800.00) per month on behalf of each currently active employee to the "FFBP".

Effective June 25, 2017, the City shall contribute a flat rate of nine hundred ($900.00) per month on behalf of each currently active employee to the "FFBP".

Effective June 24, 2018, the City shall contribute a flat rate of one thousand ($1,000.00) per month on behalf of each currently active employee to the "FFBP".

These rates shall remain unchanged unless agreement is reached through the meet and confer process.

In the event that the "FFBP" fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference.

If an employee is able to provide proof of coverage under a spouse's or parent's health insurance plan, the employee need not obtain health insurance under the City's provided PERS medical program.

All employee electing not to participate in the City's PERS medical program shall be required to: (1) provide the City with adequate written proof of medical coverage; (2)
provide the City with no less than thirty (30) days written notice before any such medical coverage is cancelled; and (3) sign a liability and hold harmless release form removing the City from all liability resulting from not participating in the City’s medical health coverage.

Section 16.05. RETIREE PARTICIPATION. Retirees shall be provided two hundred dollars ($200) per month to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance due. Should the retiree select a program(s) costing less than the amount provided by the City, the employee shall have no rights to the balance available.

Each August 1st thereafter, the City shall increase the contribution available to retirees by the amount required by the P.E.R.S. medical program.

Section 16.06. LONG TERM DISABILITY INSURANCE. The City shall provide a Long Term Disability (LTD) insurance program for affected employees. The cost of the LTD Insurance shall be split 50/50 between the City and the employee. The employee cost for said LTD insurance shall be paid by the employee from the monthly City contribution provided for in Section 16.04 of this Article, or through payroll deduction, if necessary. All affected employees shall be required to participate in the Long Term Disability insurance program.

The Short/Long Term Disability program shall be with a thirty (30) day elimination period up to age 65.

Section 16.07 LIFE INSURANCE. The City shall provide a life insurance benefit in the amount of fifty thousand dollars ($50,000.00) per employee. The cost of the life insurance shall be split 50/50 between the City and the employee. The employee cost for said life insurance shall be paid by the employee from the monthly City contribution provided in Section 16.04 of this article.

All affected employees shall be required to participate in the life insurance program. An employee may buy additional life insurance at their own cost.

Section 16.08 INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION. If an employee who has been employed by the City for five (5) or more years suffers a work related injury and is absent from work the City shall continue to make the insurance contribution provided for in Section 16.04 for a maximum of six (6) months. The employee may only continue to participate in the same type (medical, dental, vision, etc.) of benefit plan(s) and level of benefits (employee, employee plus one or employee plus two or more) that the employee participated in immediately prior to his/her work related injury.

Section 16.09 HEPATITIS B VACCINATIONS. Upon request, employees required to work in the sewer shall receive Hepatitis B vaccinations.
Section 16.1009. RETIREMENT HEALTH SAVINGS PLAN. The City agrees to sponsor a Retirement Health Savings (RHS) Plan, pursuant to the employee group agreeing on contributions and meeting the RHS plan criteria.

ARTICLE 17
RETIREMENT BENEFIT

Section 17.01. P.E.R.S. MEMBERSHIP. The City is a contract member of the Public Employees' Retirement System. Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the Public Employees' Retirement System heretofore approved by the City Council. The Classic employees shall pay the employees' share of the required retirement contribution to P.E.R.S. which equals seven percent (7%) of the employee's base compensation as defined by the Public Employee's Retirement Law, Government Code Section 20000 et seq. Pursuant to Pension Reform, Employees hired on or after January 1, 2013 shall pay 6.5% or half of non-Classic normal costs of the employee's contribution to the California Public Employees Retirement System. The City will report these payments as being those of the affected employee's so that they will be credited to the particular employee's individual account with P.E.R.S. The City shall maintain a retirement benefit based upon the single highest year compensation for the retiring employee and the 2% percent at 55 plan for employees hired before July 1, 2012.

Employees hired on or after July 1, 2012 but before January 1, 2013 shall be subject to the 2% at 60 formula with a three year average final compensation.

Pursuant to Pension Reform Act, employees hired on or after January 1, 2013, shall be eligible to retire at 2% at 62 formula with a three year average final compensation.

The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as 1959 Survivor Benefit, Fourth Level based on the schedule of benefits as set forth in the California Public Employees Retirement System Section 21382.4 of the California Government Code. Each employee will contribute ninety-three cents ($.93) per pay period. The City will contribute a $4 premium rate. Any future increases in premium rates will be borne by the employee.

ARTICLE 18
SMOKING

To further employee health and productivity by the elimination of primary and secondary effects of smoke in the workplace, smoking shall be banned on all City property and while on duty at all times.
ARTICLE 19
CONDITIONS OF CONTINUED EMPLOYMENT

"Section 19.01. NOTICE OF DRIVER'S LICENSE SUSPENSION . All employees shall maintain a valid California driver's license in order to operate city equipment. In the event an employee's driver's license is suspended, the employee shall immediately notify his/her respective supervisor. Failure to do so may result in disciplinary action including termination."

ARTICLE 20
LAYOFF PROCEDURE

Section 20.01. NEED FOR LAYOFF. Whenever it becomes necessary, in the opinion of the City Council, to abolish a position or to reduce the number of employees in a given class in the classified service, the City Council may do so by stating in its proceedings its reasons therefore. However, no permanent full-time employee shall be separated from any department while there are emergency, seasonal, probationary, part-time or temporary employees serving in the same class of positions in the City.

Section 20.02. ORDER OF SEPARATION. In each classification in which there is to be a layoff, employees shall be separated from employment according to the employee's seniority within service. In case of the same hiring date, seniority shall be based upon hiring order.

Section 20.03. BUMPING RIGHTS. The employees laid off shall be entitled to be displaced to a position in the next lower class. Any employee so displaced shall be considered as laid off for the same reason as the person who displaced the employee and shall in the same manner be eligible to displace to the next lower class.

Section 20.04. WRITTEN NOTICE OF LAYOFF/REEMPLOYMENT RIGHTS. The employee laid off shall be given written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff and shall be informed of their reemployment status in writing.

The name of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be based on: last employee laid off is the first employee on the list, with other employees eligible in sequential order thereafter. Such list shall be used by the appointing officer when a vacancy for that class is to be filled before certification. Said reemployment list shall exist for one year.

Section 20.05. REAPPOINTMENT. The appointing officer shall reinstate the former employee to the highest available position in the layoff reemployment list, if any.
Section 20.06. REEMPLOYMENT PROCEDURE. The names of all permanent and nonpermanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be eligible for reemployment. Such reemployment list shall be based on: last employee laid off is the first employee on the list and first to be reemployed, with other employees being eligible in sequential order thereafter. Said list shall exist for one year and shall have preference over all other employment lists.

ARTICLE 21
AMERICANS WITH DISABILITIES ACT

Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Contract may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

ARTICLE 22
REOPENNERS DURING THE MOU

During the term of this MOU, the parties agree to reopen the MOU on the following subjects:
1. Revision of current Personnel Rules.
2. Revision of current Performance Evaluation Form(s).
3. Implementation/Impact of the pending payroll audit.

Any changes to the above subjects shall require either mutual agreement or exhaustion of the impasse process (including fact finding).

In the event that either statutory or case law is changed to allow future hires to be excluded from the CalPERS retirement system, the parties agree to reopen the MOU on the subject of exclusion of new hire employees from the CALPERS retirement system. Any
Effective February 2, 2020, the following work schedule shall take effect:

Monday-Thursday 7:00 a.m. to 5:00 p.m.
Friday 7:00 a.m. to 11:00 a.m.

Exceptions:

Library Staff
- Clerk Typist: Monday through Friday 9:00 a.m to 6:00 p.m.
- Circulation Librarian II:
  - Tuesday through Thursday 12:00 p.m. to 9:00 p.m.
  - Monday and Saturday (Alternating) 12:00 p.m. 9:00 p.m.
- Adult Librarian II:
  - Mondays 12:00 p.m. to 9:00 p.m.
  - Tuesday through Thursday 9:00 a.m. to 6:00 p.m.
  - Friday and Saturday (Alternating) 9:00 a.m. to 6:00 p.m.
- Youth Services Librarian II:
  - Monday, Tuesday, and Thursday 9:00 a.m. to 6:00 p.m.
  - Wednesday 12:00 p.m. to 9:00 p.m.
  - Friday and Sunday (Alternating) 9:00 a.m. to 6:00 p.m.

Recreation Staff
- Recreation Supervisor 1: Monday through Friday 6:30 a.m. to 3:30 p.m.
- Recreation Supervisor 2:
  - Monday through Thursday 7:00 a.m. to 5:00 p.m.
  - Friday (Alternating) 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.
- Recreation Coordinator:
  - Monday through Thursday 8:00 a.m. to 6:00 p.m.
Friday (Alternating) 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.

Clerk Typist:
- Monday and Wednesday 7:30 a.m. to 6:00 p.m.
- Tuesday and Thursday 7:30 a.m. to 5:00 p.m. (from 5:30pm)
- Friday 7:00 a.m. to 11:00 a.m. (from 10am)

Public Works
- All staff will work Monday through Friday, with half of staff working, at management’s discretion.
  - Monday through Friday 6:30 a.m. to 3:30 p.m.; or
  - Monday through Friday 8:00 a.m. to 5:00 p.m.

Police
- Police Dispatcher-Clerk will regularly work 3 twelve-hour shifts per week, plus 1 extra eight-hour shift over the course of the payperiod.
  - Lunches will be compensated and taken at their desks. Breaks are on an as-needed and as-requested basis.

Fire
- Administrative Analyst:
  - Monday through Thursday from 7:30 a.m. to 5:00 p.m. with a 30 minute lunch period
  - Friday from 7:00 a.m. to 11:00 a.m.

ARTICLE 242
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior contracts and memorandums of contract, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

ARTICLE 253
WAIVER OF BARGAINING DURING THE TERM OF THIS CONTRACT
It is agreed that this Memorandum of Understanding contains the full and complete contract on all subjects upon which the parties did bargain or could have bargained. Neither party shall be required, during the term of this Memorandum, to negotiate or bargain upon any other issue. All matters not included in this Memorandum shall be deemed to have been raised and disposed of as if covered herein. All subjects referred to in the management right's clause shall likewise be deemed to have been raised and bargained to a conclusion.

ARTICLE 264
EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Memorandum of Understanding will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the Memorandum of Understanding during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 275
SEPARABILITY PROVISION

Should any provisions of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE 286
TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence upon ratification by the Association member bargaining unit members and adoption by the City Council, and shall continue in full force and effect until June 22, 2019.

REOPENER: Both parties agree to meet and confer in good faith on the issues of Work Schedules and changes to City Personnel Rules and Regulations during the term of this MOU.
The City's representatives and the Association have reached an understanding as to certain recommendations to be made to the City Council for the City of San Marino and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of this City. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 12th day of October, 2016.

CITY OF SAN MARINO

SAN MARINO CITY EMPLOYEES' ASSOCIATION

By: ___________________________   By: ___________________________

By: ___________________________   By: ___________________________

By: ___________________________   By: ___________________________

By: ___________________________   By: ___________________________
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<td>Permit Tech II</td>
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<td>Account Clerk</td>
<td>Police Recruit</td>
</tr>
<tr>
<td>Accountant I</td>
<td>Shop Foreman</td>
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<tr>
<td>Building Inspector</td>
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</tr>
<tr>
<td>Building Inspector II</td>
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<tr>
<td>Building &amp; Planning Assistant</td>
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<td>Gardener II Groundsman</td>
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<tr>
<td>Clerk Typist II</td>
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ATTACHMENT “B” SALARY SCHEDULES:

GENERAL EMPLOYEES’ SALARY SCHEDULE

EFFECTIVE: 07/01/2019
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<th>Step B</th>
<th>Step C</th>
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**SUPERVISORY/CONFIDENTIAL EMPLOYEES' SALARY SCHEDULE**

**EFFECTIVE:** 07/01/2019
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<th>Step C</th>
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<th>Step E</th>
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GENERAL EMPLOYEES' SALARY SCHEDULE

EFFECTIVE: 07/01/2020
(2% Increase)

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SUPERVISORY/CONFIDENTIAL EMPLOYEES’ SALARY SCHEDULE

EFFECTIVE: 07/01/2020
(2% Increase)

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# GENERAL EMPLOYEES’ SALARY SCHEDULE

**EFFECTIVE:** 07/01/2021  
(2% Increase)

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**SUPERVISORY/CONFIDENTIAL EMPLOYEES’ SALARY SCHEDULE**

**EFFECTIVE:** 07/01/2021  
(2% Increase)

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Salaries increases vary by position.
Asterisk positions vacant and not surveyed.
Merit increases are based on the following for all employees hired:
Step A - for first six (6) months of employment.
Step B (*) - eligible after six (6) months of employment.
Step C (**) - eligible after eighteen (18) months of employment.
Step D (**) - eligible after thirty (30) months of employment.
Attachment 3:

Firefighters’ Association MOU – clean copy
CITY OF SAN MARINO
AND
SAN MARINO FIREFIGHTERS’ ASSOCIATION
REPRESENTING
SAN MARINO FIRE FIGHTERS, Local 3626

MEMORANDUM OF UNDERSTANDING
JULY 1, 2019 TO JUNE 30, 2022
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ARTICLE I

RECOGNITION OF THE ORGANIZATION

Section 1.1. RECOGNITION. The City of San Marino (hereinafter called the "City") has recognized San Marino Firefighters' Association (hereinafter called the "Association") as the majority representative of employees in the classifications of: Firefighter, Firefighter/Paramedic, Fire Engineer, and Fire Captain (hereinafter the "affected employees").

Section 1.2. MAJORITY REPRESENTATION. The City shall recognize the Association as the majority representation of all employees in these classifications for the purpose of meeting its obligations under this Resolution, the Meyers-Milias-Brown Act, Government Code 3500, et seq., when the City's rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

Section 1.3. FILING OF PETITIONS. This written contract shall bar the filing of a Petition for Certification or Petition for Decertification of a recognized employee organization for this employee representation unit during the term of this Memorandum of Understanding, provided that a Petition for Certification or Decertification may be filed during a period beginning not earlier than 120 calendar days and ending not less than 90 calendar days before expiration of said Memorandum of Understanding.

ARTICLE II

NON-DISCRIMINATION PLEDGE

Section 2.1. EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500, et seq.

Section 2.2. NO DISCRIMINATION. The City and the Association agree that they shall not discriminate against any employee because of race, color, religion, sex (including gender identity, sexual orientation and pregnancy), age, national origin, political or religious opinions or affiliations, marital status, disability, association membership, medical condition, or genetic information as defined by State and Federal law. The City and the Association shall reopen any provision of this Memorandum of Understanding for the purpose of complying with any final order of a Federal or State agency or court.
of competent jurisdiction requiring a modification or change in any provision or provisions of this Memorandum of Understanding in compliance with State or Federal antidiscrimination laws.

**ARTICLE III**

**CITY RIGHTS**

Section 3.1. RESERVED RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Memorandum of Understanding or by law, shall include but not be limited to the following rights:

A. To manage the City generally and to determine the issues of policy;

B. To determine the existence or nonexistence of facts which are the basis of the Management decision;

C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;

D. To determine the nature, manner, means and technology and extent of services to be provided to the public;

E. To establish methods of financing;

F. To establish types of equipment or technology to be used;

G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;

H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City;
I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;

J. To determine at its sole discretion whether to staff the fire engine with four (4) or three (3) personnel.

K. To relieve employees from duties for lack of work or similar non-disciplinary reasons;

L. To establish and modify productivity and performance programs and standards for City operations;

M. To discharge, suspend, demote, or otherwise discipline employees for proper cause;

N. To determine job classifications and to reclassify employees;

O. To hire, transfer, promote, and demote employees for non-disciplinary reasons, in accordance with this Memorandum of Understanding and the City's Rules and Regulations;

P. To determine policies, procedures, and standards;

Q. To establish employee performance standards, including but not limited to quality and quantity standards; and to require compliance therewith;

R. To maintain order and efficiency in its facilities and operations;

S. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Memorandum of Understanding;

T. To take any and all necessary action to carry out the mission of the City in emergencies;

U. To determine the mission of its constituent departments, boards and commissions;
V. To establish the need and use of personnel information for employees and the means by which that information is to be provided. Employees retain their rights to privacy as provided by law.

Section 3.2. IMPACT OF CITY RIGHTS. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact upon employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE IV

ORGANIZATION RIGHTS

Section 4.1. DUES DEDUCTIONS. The City shall continue its present policy of payroll deductions on a twice a month basis of Association dues and assessments, and supplemental group life insurance payments, in the amount certified to be current by the Treasurer of the Association and as authorized in writing by the individual employees. The total amount of deductions, together with a current list of Association members, shall be remitted by the City to the Treasurer of the Association within ten (10) calendar days of the last monthly deduction.

Section 4.2. INDEMNIFICATION. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association caused by the Association's negligence. The Association shall notify the City within ten (10) calendar days of any discrepancy(ies) concerning Association dues or other payroll deductions pursuant to this Article. If the Association does not notify the City of any discrepancy within ten (10) days, the City shall be relieved of any responsibility for any asserted discrepancy.

Section 4.3. DEFINITIONS. For the purposes of this Memorandum of Understanding, the following definitions shall be used:
A. **Reasonable number of stewards** should be interpreted to mean one (1) person identified on each individual shift for the purpose of conducting Association activities during on-duty hours, plus one steward-at-large. The steward-at-large shall only act as steward in the absence of the usually designated steward, and time spent by the steward-at-large in this capacity shall be at no additional cost to the City.

B. **Reasonable amount of time** to promptly and expeditiously investigate and process grievances shall not be specifically defined in this context for it might be viewed as encouraging abuse. "Promptly and expeditiously" obviously relate to the amount of time spent. The word "process" in this context means only to discuss the matter with the griever, record information, advise or recommend action, assist in the completion of documents necessary to formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appearance with the griever at the first formal level of grievance resolution.

C. **Grievance.** See Section 7.2 for definition of Grievance.

D. **Cognizant supervisor** means the shift supervisor present at the work location.

**Section 4.4. STEWARDS.** The Association may select a reasonable number of stewards for this unit, as defined herein. The Association shall give to the City Manager’s Office and Fire Chief a written list of employees who have been selected as stewards. This list shall be kept current by the Association; and forwarded to the City Manager and Fire Chief each time there is an update.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of their activities and roles as stewards.

Stewards, when leaving their work locations to transact any such investigation or processing of a grievance or potential grievance, shall first obtain permission from the shift supervisor and inform him/her of the nature of the business. Permission will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed when the time will be available.
Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will immediately be informed when the employee will be made available.

The Association agrees that a steward shall not log compensatory time or overtime pay for the time spent performing any function of a steward.

The role of the steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievance at the lowest possible level and to increase communications between the Association and the City.

Section 4.5. REPORTING FORM. The Association does not object to the use of a form for the purpose of recording the amount of time spent by stewards in their work on grievances. Such a form might provide for signatures of affected supervisors, reasons for refusals if release time is not granted and exact time in and time out notations. An evaluation of such forms could be of value in determining what a "reasonable amount of time" is, and might point to the "personnel problem areas." The Fire Chief shall receive and review these forms for the purposes of monitoring steward time.

Section 4.6. STEWARD’S PERMISSION TO LEAVE WORK LOCATION. As indicated above, both permission and denial of a request to leave a work location by a steward to investigate or process a grievance or potential grievance shall be recorded with a signature by the shift supervisor and the time on the appropriate form. Notations as to the reasons for a possible denial of the request and the time when the time may be expected to be made available should also be recorded on this form.

Section 4.7. INCREASED COMMUNICATION BETWEEN THE ASSOCIATION AND THE CITY. The City might reasonably expect that the Association would report the results of any meeting wherein employees have been permitted to participate on City time in their role as shop stewards. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

Section 4.8. ALLOWED TIME FOR STEWARDS. City agrees to allow stewards a maximum of two (2) hours per week to transact and discuss Association business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager, subject to absences from the assigned task being approved by the shift supervisor.
ARTICLE V

NO STRIKE-NO LOCKOUT PLEDGE

Section 5.1. ASSOCIATION PROHIBITED CONDUCT. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, or any other concerted job action, by withholding or refusing to perform services.

Compliance with the request of other labor organizations to engage in such activities is included in this prohibition.

Section 5.2. NO LOCKOUT. The City agrees that it shall not lockout its employees during the term of this Agreement. The term “lockout” is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Agreement or applicable ordinance or law.

Section 5.3. ASSOCIATION RESPONSIBILITY. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 5.01 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and request that all such persons immediately cease engaging in conduct prohibited in Section 5.01 above, and return to work.

ARTICLE VI

PROBATION

Section 6.1. PROBATION PERIOD. A new employee initially appointed to a class shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. For all fire safety employees the initial probationary period shall be eighteen (18) months, beginning on the effective date of employment. Temporary status does not count toward a new employee’s probation period (see Section 8.12).
An employee who has been promoted to a higher classification shall be on probation for eighteen (18) months. Under certain conditions, if necessary to adequately evaluate such employee, based on the Fire Chief’s recommendation and the City Manager’s approval, the probationary period may be shortened or extended; and the employee shall be provided with the reasons and rationale, in writing, upon which the action is based.

Section 6.2. PERMANENT STATUS. The employee shall attain permanent status in the classification upon successful completion of the probationary period.

ARTICLE VII

GRIEVANCES

Section 7.1. PURPOSE OF GRIEVANCE PROCEDURE. This grievance procedure establishes a means by which an employee grievance may be considered, discussed, and resolved in a timely manner and at the closest possible level to the point of origin.

The parties shall make every effort to resolve any dispute prior to it being reduced to writing or at the lowest step in the grievance procedure. The parties may, by mutual written contract, agree to file a grievance at a step other than Step 1 herein if the grievance cannot be resolved at the lowest step.

It is understood that the intent of the grievance procedure is to resolve disputes and to avoid confrontations.

Section 7.2. GRIEVANCE. For the purpose of this Memorandum of Understanding, a grievance is defined as a claimed dispute between the City or its representatives and the Association, an employee, or a group of employees. A dispute shall be defined as a specific and identifiable claimed violation, misinterpretation, inequitable application or noncompliance with federal or state laws, City Code, rules and regulations, salary resolution, existing rules, or this Memorandum of Understanding.

Section 7.3. GUIDELINES.

A. The grievant is entitled to representation of his/her choice.

B. Employees are assured freedom from reprisal for using the grievance procedure. An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, shall not in any way be coerced, intimidated, or discriminated against.
C. The grievant and/or the grievant's representative may use a reasonable amount of work time in conferring and presenting the grievance and appeal. However, no employee shall transact such matters and/or shall be absent from the assigned work place without first obtaining approval from the employee's supervisor.

D. There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below:

   **Step 1.** An employee's grievance must be submitted immediately to the employee's shift supervisor or management representative in charge of the aggrieved employee within ten (10) calendar days after the event giving rise to the grievance, or reasonable knowledge of the event giving rise to the grievance. The shift supervisor or management representative shall give his/her answer to the employee by the end of the tenth (10th) calendar day following the presentation of the grievance, and the giving of such answer will terminate Step 1. Should the shift supervisor or management representative not answer within ten calendar days, the grievance will be deemed denied at the end of the tenth (10th) calendar day following the presentation of the grievance, and the employee may appeal it to Step 2.

   **Step 2.** If the grievance is not settled in Step 1, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee, and presented to the Fire Chief within ten (10) calendar days after termination of Step 1. A meeting with the employee, employee's representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief shall give a written reply by the end of the tenth (10th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2. Should the Fire Chief not give a written reply within ten (10) calendar days from the date the grievance is received by him, the grievance will be deemed denied at the end of the tenth (10th) calendar day following the presentation of the grievance under step 2, and the employee may appeal it to Step 3.

   **Step 3.** If the grievance is not settled in Step 2, the employee shall reduce his/her grievance to writing, including the reasons for proceeding to this step,
and submit it to the City Manager or his/her designee within ten (10) calendar
days after the termination of Step 2. The City Manager or his/her designee shall
arrange a meeting to be held at a mutually agreeable location and time to review
and discuss the grievance. Such meeting will take place within ten (10) calendar
days from the date the grievance is referred to Step 3. A written decision shall
be rendered within ten (10) calendar days from the date of such meeting. If the
City Manager or his/her designee does not provide a written decision within ten
(10) calendar days following such meeting, the grievance will be deemed denied
at the end of the tenth (10th) calendar day following such meeting, and the
employee may go to advisory arbitration.

Section 7.4. TIME LIMITS. The limits set forth above may be extended by mutual
written contract between the parties, but neither party shall be required to so agree.

Section 7.5. NO CHANGES. It is not intended that the grievance procedure shall be
used to effect changes in the established salary and fringe benefits.

Section 7.6  ADVISORY ARBITRATION. Grievances which are not settled pursuant to
the grievance procedure above and which the Association/employee(s) desire to
resolve further may be submitted to arbitration as provided below:

A. As soon as possible and in any event not later than ten (10) calendar days after
the City Manager has received written notice from the employee of the desire to
arbitrate, the parties shall agree upon an arbitrator. If no contract is reached
within said ten (10) calendar days, an arbitrator shall be selected from a list of
five (5) arbitrators submitted by the State Conciliation Service or Federal
Mediation and Conciliation Service by alternate striking of names until one name
remains. The party who strikes the first name from the panel shall be
determined by lot.

B. Either the City or the employee may call any employee as a witness, and the City
agrees to release said witness from work if he/she is on duty.

C. The arbitrator shall have no power to alter, amend, change, add to, or subtract
from any of the terms of this Memorandum of Understanding. The decision of
the arbitrator shall be based solely upon the evidence and arguments presented
to him/her by the respective parties in the presence of each other.

D. The decision of the arbitrator within the limits herein prescribed shall be advisory
to the City Council.
E. The arbitrator may hear and determine only one grievance at a time without the expressed contract of the City and the Association.

F. The cost of the hearing officer and court reporter shall be shared equally between the City and the Association regardless of the outcome.

ARTICLE VIII

WAGE AND SALARY POLICY

Section 8.1. BASIC COMPENSATION PLAN. A schedule of job classifications together with salary rate ranges is set forth in Exhibit A and attached hereto. Said salary rates shall be effective as indicated. All employees within the bargaining unit shall be paid in accordance with the terms of Exhibit A.

Section 8.2. SALARY AND WAGE SCHEDULES.

Effective July 1, 2019, all classifications shall receive a base salary increase of three percent (3%).

Effective July 1, 2020, all classifications shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

Effective July 1, 2021, All classification shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

The salary and wage schedules attached hereto shall constitute the basic compensation plan consisting of five (5) Steps or rates of pay in each range.

The respective ranges shall be identified by job title and the Steps by the letters "A" to "E" inclusive.

Section 8.3 ADMINISTRATION OF BASIC COMPENSATION PLAN. The compensation ranges and steps contained in the monthly salary schedule in Exhibit A hereof are monthly compensation rates not including premium pay on hours worked over 91 in a 12 day FLSA cycle.

For all employees covered by this Memorandum of Understanding, the work schedule shall be considered to be ninety-six (96) hours during a twelve-day (12) day period. This is equivalent to an average of 243 hours per month (2920/12).
The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2920 as represented in Exhibit A. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

A shift shall be considered to be equal to twenty-four (24) hours.

Section 8.4. BEGINNING RATES. A new employee of the City of San Marino shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired. An employee may be placed in a higher range at the discretion of the Fire Chief with approval by the City Manager.

Section 8.5. SERVICE. The word "service," as used in this Memorandum of Understanding, shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Memorandum of Understanding. Such employee(s) reentering the service of the City shall be considered as a new employee(s), except that the employee may be reemployed within one (1) calendar year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the Fire Chief and upon approval by the City Manager.

Section 8.6. ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement within ranges:

A. Service Advancements. After the salary of an employee has been first established and fixed under this plan, such employee may be advanced to the next available Step effective the first day of the next pay period following the date of successful completion of six months of continuous full time employment, pursuant to an evaluation and the Fire Chief’s recommendation and approval by the City Manager.

B. Merit Advancement. An employee may be considered for advancement from one Step to the next higher Step upon completion of the minimum length of service. The effective date of such merit increase, if granted, shall be the first day of the next pay period following approval by the City. Advancement to any step shall be granted only for continuous, meritorious and efficient service by the
employee in the effective performance of his/her position based on the performance evaluation.

A merit advancement requires the Fire Chief to file with the City Manager or his/her designee a statement recommending the award or denial of the merit increase and to support any such recommendation with specific reasons thereof.

If the employee is not considered within 30 days after meeting the minimum length of service and the employee is later deemed to have been worthy of a merit advancement on the date that the minimum length of service was completed, the merit advancement shall be effective on the first day of the pay period following the completion of the minimum length of service.

C. Special Merit Advancement. In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of duties, the Fire Chief may recommend to the City Manager that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this Memorandum of Understanding. The City Manager may, on the basis of the Fire Chief’s recommendation, approve or deny such advancement.

D. Length of Service Required When Advancement is Denied. When an employee has not been approved for advancement to a higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in subsection (B) herein.

Section 8.7. PROMOTIONAL TESTING. Promotional testing for the positions of Captain and Engineer will be conducted by the City’s Human Resources Division at a minimum of once every two (2) years with Eligibility Lists certified no later than May 31st of the testing year. Tests will alternate annually between Captain and Engineer. It is recognized that events beyond the City’s control may at times prevent a strict adherence to this timetable; however, it is the mutual intent of the City and the Association that this schedule be maintained in order to facilitate timely testing and promotions, and eliminate unnecessary vacancies in these ranks due to attrition.

Section 8.8. COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee’s last salary and within the salary range for that position. At the discretion of the Fire Chief and the City Manager, an employee may be granted a two (2) or three (3) step salary increase.
upon promotion. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit increase shall be given until after six (6) months in the higher classification, regardless of the requirement for a probationary period.

Section 8.9. PERMANENT STATUS AFTER PROMOTION. The employee shall attain permanent status in the position upon successful completion of the probationary period required in Section 6.1. An employee who does not satisfy the standards of the higher classification during the probationary period shall be notified in writing. Such notice shall include the reasons for such action. If the permanent status is not achieved, such employee shall be demoted to the appropriate Step in the employee’s former classification.

Section 8.10. COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the schedule set forth in Section 8.6 of this Article as if the employee was originally employed in the new classification range.

Section 8.11. EMPLOYMENT AGREEMENTS. In order to promote employee retention, teambuilding, employee safety and productivity, Association supports City requirement that new employees shall enter into an employment agreement, the purpose of which is to discourage the new employee from unilaterally terminating employment prematurely.

ARTICLE IX

OTHER WAGE AND HOURLY BENEFITS

Section 9.1. OVERTIME WORKED. Regarding fire suppression employees regularly assigned to a 24-hour shift schedule who work overtime, the City shall compensate the employee with pay at 1.5 times the employee’s hourly rate on any hours worked in excess of 91 hours in a 12 day FLSA period or with equal time off (compensatory time off). Any hours worked in excess of 96 hours in a 12 day FLSA period shall first be authorized by the Fire Chief or his designee. The employees shall indicate their preference for receiving pay for overtime or compensatory time off. The City shall pay all overtime earned no later than the pay period following the pay period in which it is earned. Emergencies may arise in which this is not possible.
Compensatory time for overtime worked in each day will be accumulated in one-half (1/2) hour increments. Where an employee works less than one-half (1/2) hour of overtime, the employee shall not receive compensatory time for overtime of less than one-half (1/2) hour. In order to be entitled to overtime, such overtime must be authorized by the Fire Chief.

Nothing herein is intended to limit or restrict the authority of the City to require any employee to perform overtime work.

Section 9.2. PAYMENT UPON TERMINATION. Employees shall be entitled to receive payment for all accumulated compensatory time off upon their termination, to be paid on the pay period following the final date of employment with the City.

Section 9.3. USAGE OF COMPENSATORY TIME PREVIOUSLY EARNED.

A. Accumulated compensatory time off may be taken by an employee upon reasonable written notice and prior approval of the Fire Chief.

B. The affected shift supervisor may permit an employee requesting to use accumulated compensatory time off to be relieved from the work day, provided it will not cause the shift to be undermanned.

C. In any instance involving use of a fraction of an hour of compensatory time off, the minimum charge to the employee's compensatory time off account shall be one (1) hour.

In approving an employee's request to take accumulated compensatory time off, the Fire Chief will, as far as practicable, attempt to accommodate employee convenience to the degree possible in light of the operational requirements of the Fire Department, which shall take preference.

Section 9.4. WORKING OUT OF CLASS.

Employees in the Fire Department temporarily assigned to the classification of Captain shall receive a five percent (5%) pay differential for all hours worked as a Captain, commencing with the first full shift worked. There will be no additional pay for temporary hours worked prior to the first full shift of the temporary assignment to Captain.
Employees in the Fire Department temporarily assigned to the classification of Engineer shall receive a five percent (5%) pay differential for all hours worked as an Engineer, commencing with the first full shift worked. There will be no additional pay for temporary hours worked prior to the first full shift of the temporary assignment to Engineer.

The five percent (5%) pay differential shall be calculated based upon the base hourly wage of the covered employee’s permanent rank at straight time, not the overtime rate, and must fall within the salary range of the position to which the employee has been temporarily assigned.

Section 9.5. OTHER ACTING POSITIONS. Acting positions may be established when deemed necessary by the Fire Chief.

Section 9.6. CALL BACK PAY. When a covered employee is required to report back to work after completing a normal work shift and being released from duty by the shift supervisor, and having left City premises and/or work locations, the employee shall receive a minimum of two (2) hours of compensation as call back pay, provided: (1) the employee is not canceled within 15 minutes of being recalled to duty, (2) the employee is available by pager or cell phone in order to be canceled, and (3) the employee reports for duty to the company officer or chief officer in charge. Call back pay shall be paid at the straight time base rate of pay or equal time off, as authorized by the Fire Chief.

Section 9.7. OUTSIDE SERVICES. Whenever a covered employee is voluntarily assigned to an outside service, the employee shall be paid as follows:

A. On movies - $70.00 per hour. Employee shall provide proof of completion of a State Fire Marshal Film Safety Officer course to be eligible for assignment to a movie detail.

B. All other details - $70.00 per hour.

An outside service is defined as an assignment to provide life safety services (e.g., fire safety, emergency medical care, fire protection) that directly benefit an entity that has contracted with and reimbursed the City for such services. It is agreed that the pay rates as specified in this section meet the requirements of the Fair Labor Standards Act for overtime pay.

Section 9.8. SPECIAL COMPENSATION. In addition to the other applicable provisions of this Memorandum of Understanding, Fire Captains only are also eligible to receive:
A. Coordinator Pay: Two hundred and eighty dollars ($280) per month for the administration of a major program area at the discretion of the Fire Chief and with the approval of the City Manager.

B. Uniform Maintenance: Two hundred dollars ($200) per year for maintenance of uniforms in accordance with the established uniform standards.

Section 9.9. SHIFT EXCHANGE.

A. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, with the permission of the shift supervisor of the affected shift upon twenty-four (24) hour notice, except in the case of emergency. No obligation shall accrue to the City as a result of the operation of this Section.

B. It shall be the responsibility of the individual who has agreed to work a shift exchange to report for duty or, if unable to report for duty, make arrangements for his/her replacement. In the event he/she is unable to find a replacement the City may hire a replacement and charge the vacation or overtime to the individual who was unable to report for duty. Trading of days off shall not increase cost to nor cause any liability to the City.

ARTICLE X

PARAMEDICS

Section 10.1. AUTHORIZATION. The City Council has authorized that the paramedic function be performed by its Firefighter/Paramedic employees.

Section 10.2. APPOINTMENT. All Firefighter/Paramedics shall be appointed to and retained in that function by the Fire Chief at his/her sole discretion.

Section 10.3. COORDINATION. Coordination of the paramedic function is the responsibility of the Fire Chief or his designee with City Manager approval.

Section 10.4. PARAMEDIC PAY. The Fire Chief shall authorize the number of firefighters appointed as Firefighter/Paramedics. Firefighter/Paramedics shall receive, in addition to other wages and benefits provided for in this Memorandum of Understanding, base pay in accordance with Exhibit A (which is generally 10 percent higher than the base pay of a Firefighter at the same salary step.)
ARTICLE XI

EDUCATION WAGE BENEFIT AND CAREER DEVELOPMENT PROGRAM

Section 11.1. TUITION REIMBURSEMENT PLAN. The provisions of this section are subject to funding being authorized through the annual City budget process. For the term of the MOU beginning June 26, 2016 and extending through June 22, 2019, the Tuition Reimbursement Plan will be unfunded unless the City Council authorizes funding during the budget process.

Permanent employees receiving prior approval from the Fire Chief for each individual course, shall be eligible to receive tuition reimbursement pursuant to this Memorandum of Understanding for course work leading to or as a prerequisite for a degree or certification which is directly related to the employee's position and duties with the City.

The City shall reimburse employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees, such as mileage, activity cards and other optional fees shall not be reimbursed. The following rules shall apply for reimbursement:

A. Courses must relate to the employee's present job or directly relate to the employee's potential development with the City.

B. Course work taken at recognized accredited institutions shall be considered for reimbursement. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the Fire Chief.

C. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.

D. In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this plan.

E. Course books for which an employee receives reimbursement shall become the property of the City. Books may be sold by the City back to the educational institution's bookstore, and monies received returned to the City. Employees who wish to keep course books shall not be reimbursed for same.
F. If an employee, of his/her own volition, withdraws from a course before completion, he/she will refund to the City all monies paid by the City toward that course. If an employee is forced to withdraw due to job reasons, and with the Fire Chief’s approval, no refund will be necessary.

G. An employee who leaves the employment of the City before completion of the semester, and therefore does not complete the course(s) while working for the City, shall refund all monies paid him/her by the City for the course(s). No prorating will be permitted.

H. Upon completion of each semester, the employee shall be responsible for reporting grades received to the Fire Chief for recording purposes and for supplying a copy of the grade receipt for the employee’s personnel file.

Reimbursement for books and registration fees shall be paid upon receipt of proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Section. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City Warrant.

Tuition reimbursement shall not be allowed for internship courses or independent study courses where course work requirements are considered solely a continuing condition of employment.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary actions.

Section 11.2. LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than the cost for the same level of course (i.e., undergraduate, and graduate) as charged by a school in the California State University system.

An employee may request reimbursement for general tuition for a degree program in lieu of reimbursement for an individual course. In such case the amount of tuition reimbursement shall not exceed the cost of general tuition for a California State resident in a school in the California State University system under the same semester periods as the degree program requested.
In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed the amount of general tuition in a school in the California State University system for two (2) semesters or three (3) quarters.

All reimbursements shall be approved based on the availability of funds budgeted for that purpose during any given fiscal year. Availability of funds shall be determined by the City Manager.

Section 11.3. EDUCATION INCENTIVE PLAN. The Education Incentive Plan program is applicable to the positions of Firefighter, Firefighter/Paramedic and Engineer. Members within these classifications qualifying under one of the following levels shall receive additional compensation as defined within this Section; however, only one level will be paid per Member

A. LEVELS:

1. Level #1 - To be eligible, personnel must have two (2) years of fire service in the City's Fire Department and have a Fire Science Certificate or a minimum of twenty-seven (27) units in fire science related fields as determined by the Fire Chief.

2. Level #2 - To be eligible, personnel must have completed three (3) years of fire service in the City's Fire Department and obtained an Associate of Science degree with a major in Fire Science as determined by the Fire Chief.

3. Level #3 - To be eligible, personnel must have completed three (3) years of fire service in the City's Fire Department, have an Associate of Science degree with a major in Fire Science, and have completed one (1) of the following:

   (a) Completion of a junior year towards a Baccalaureate degree in Fire Science, Fire Management or other closely related course work at an accredited college; or

   (b) Completion of the State of California Certificated Fire Officer program as recognized by the California State Board of Fire Services.

4. Level #4 - To be eligible, personnel must have completed four (4) years of service in the City's Fire Department and possess a Baccalaureate degree in Fire Science, Fire Management or other closely related course work as determined by the Fire Chief.

B. MONTHLY COMPENSATION:
Increment #1  $ 70.00 per month ($0.29 per hour)
Increment #2  $140.00 per month ($0.58 per hour)
Increment #3  $210.00 per month ($0.86 per hour)
Increment #4  $280.00 per month ($1.15 per hour)

ARTICLE XII

TRAVEL ALLOWANCE

Section 12.1. AUTOMOBILE ALLOWANCE. Expense claims for the use of private automobiles must be submitted to the City Manager via the Finance Officer. Such use, if approved will be reimbursed at the rate established by the Internal Revenue Services, making unnecessary the IRS form 1099 reporting on mileage.

ARTICLE XIII

VACATION BENEFIT

Section 13.1. ACCRUAL AND USE

A. Accrual Increments. All increments for accrual and use of vacation leave time shall be in hours or portions thereof.

B. Vacation Accrual.

Each permanent, full-time and probationary employee within the classifications of Firefighter, Firefighter/Paramedic and Engineer shall accrue vacation leave in accordance with the following formula:

(1) 13.0 hours for each month during the first (1st) through fifth (5th) year of employment (156.0 hours annually).
(2) 15.0 hours for each month during the sixth (6th) and seventh (7th) year of employment (180.0 hours annually).
(3) 17.0 hours for each month during the eighth (8th) and ninth (9th) year of employment (204.0 hours annually).
(4) 19.0 hours for each month during the tenth (10th) through the fifteenth (15th) year of employment (240.0 hours annually).

(5) 21 hours for each month during the sixteenth (16th) year through the nineteenth (19th) year of employment (252 hours annually).

(6) 23.0 hours for each during the twentieth (20th) year through the twenty-fifth (25th) year of employment (276.0 hours annually).

(7) 25.0 hours for each month beginning with the twenty-sixth (26th) and subsequent years of employment (300.0 hours annually).

Each permanent, full-time and probationary employee within the classifications of Captain shall accrue vacation leave in accordance with the following formula:

(1) 14.0 hours for each month during the first (1st) through fifth (5th) year of employment (168.0 hours annually).

(2) 16.0 hours for each month during the sixth (6th) and seventh (7th) year of employment (192.0 hours annually).

(3) 18.0 hours for each month during the eighth (8th) and ninth (9th) year of employment (216.0 hours annually).

(4) 20.0 hours for each month during the tenth (10th) through the fifteenth (15th) year of employment (240.0 hours annually).

(5) 22 hours for each month during the sixteenth (16th) year through the nineteenth (19th) year of employment (264.0 hours annually).

(6) 24.0 hours for each month during the twentieth (20th) through twenty-fifth (25th) year of employment (288.0 hours annually).

(7) 26.0 hours for each month beginning with the twenty-sixth (26th) and subsequent years of employment (312.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee per pay period. Accrual at the next highest incremental rate shall begin the next pay period following the employee's anniversary date of original employment with the City, regardless of any promotions or demotions.
C. Maximum Vacation Accrual. An employee's available vacation hours shall not exceed the following maximum amounts at any given time regardless of classification:

1. 336.00 hours in the first (1st) through fifth (5th) year of employment.
2. 384.00 hours in the sixth (6th) and seventh (7th) year of employment.
3. 432.00 hours in the eighth (8th) and ninth (9th) year of employment.
4. 480.00 hours in the tenth (10th) through fifteenth (15th) year of employment.
5. 528.00 hours in the sixteenth (16th) through nineteenth (19th) year of employment.
6. 576.00 hours for the twentieth (20th) and subsequent years of employment.
7. 624.00 hours for the twenty-sixth (26th) and subsequent years of employment.

D. Vacation accruals above maximum.

1. Firefighters, Firefighter/Paramedics, and Engineers. Accrual in excess of the maximum permitted herein may be granted by the City Manager if special circumstances so warrant. The City Manager may approve a lump sum payment for vacation leave, so long as a balance of seventy-two (72) hours remains available for use as vacation.

   No accumulation of vacation leave may be made beyond the limits prescribed except as described above.

2. Captains. Vacation leave in excess of the maximum accrual shall be compensated on the regular payroll following the month in which the maximum accrual was attained at the hourly rate pay in effect in the month of accrual.

   Accrual in excess of the maximum permitted herein may be granted by the City Manager if special circumstances so warrant.
Section 13.2. USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval by the department head who shall consider the wishes of the employee and the needs of the City.

All vacation time shall be taken in minimums of twelve (12) hour increments.

An employee shall not be eligible to utilize accrued vacation during the first twelve (12) months of initial full-time employment. While in a probationary period following a promotion, the probationary period will be extended an equivalent time to the time spent on vacation.

Section 13.3. VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 13.1.C. of this Article. Payment shall be at the same hourly rate as was authorized for the employee at the time of submittal of termination notice.

Employees dismissed by the City prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the same hourly rate as was authorized for the initial employment. There shall be no prorating of vacation time.

Employees voluntarily resigning from City service prior to the completion of their initial hire probationary period or six (6) months, whichever is sooner, shall be entitled to payment of accrued vacation leave to the effective date of resignation. There shall be no prorating of vacation time.

When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Administrative Services Officer. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

All payments for accrued vacation leave shall be made at the time of the next regular pay period following the final date of employment with the City.
Section 13.4. **ELIGIBILITY.** All permanent employees who have successfully completed their initial hire probationary period shall be eligible for paid vacation leave after twelve (12) months of employment, based on the standard vacation accrual formula described in Section 13.1.B. of this Article. If the initial hire probationary period is greater than twelve (12) months, the employee shall be eligible for paid vacation leave after twelve (12) months of employment.

No part-time, provisional, or temporary employees shall be eligible for any vacation accrual.

**ARTICLE XIV**

**HOLIDAY BENEFIT**

Section 14.1. **HOLIDAY DATES.** Fire Department employees shall have the following legal holidays, or one hundred forty-four (144) hours (six [6] shifts) in accordance with this Article:

- New Year's Day
- President's Day
- Memorial Day
- Fourth of July
- Thanksgiving Day
- Christmas Day

Section 14.2. **HOLIDAYS WORKED.** Employees working on holidays shall receive holiday pay, or time off, plus the employee's regular straight time hourly pay for all hours worked, at the employee's discretion, equivalent to the number of hours worked on the holiday. Employees shall receive no other compensation for working on a holiday, unless overtime is worked by an employee in which event it shall be paid in accordance with the overtime provisions contained herein.

Section 14.3. **HOLIDAY ON VACATION DAY.** Should one of the holidays listed above fall during an employee's vacation period, or while an employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accumulated vacation.

Section 14.4. **HOLIDAY CASH OUT.** Holiday time shall be paid out annually in July of each year at the June 30th rate at which the Holiday time was accrued.
SICK LEAVE

Section 15.1. ACCRUAL AND USE.

Sick leave is to be used solely for illness or medical appointment of an affected employee or his/her immediate family, meaning: spouse, natural or adopted child, step-child, brother, sister, parent, stepparent, stepbrother, or stepsister.

Each employee shall accrue six (6) hours of sick leave time at the end of each pay period not to exceed twelve (12) hours per month.

Newly hired employees shall receive seventy-two (72) hours of sick leave time on the date of initial hire as an advance for accruals, and shall be eligible to begin the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of employment.

Employees leaving employment with the City for any reason other than a retirement separation, who have received an advance for accruals of sick leave time and who have used said sick leave time at a rate greater than twelve (12) hours of sick leave time off for each month of actual employment during the six (6) month period of the advance, shall have the amount of sick leave time off used in excess of twelve (12) hours per month deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

An employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

SECTION 15.2. MAXIMUM SICK LEAVE ACCRUAL.

A. Firefighters, Firefighter/Paramedics, and Engineers:

(1) Accrue up to a maximum of three hundred and forty (340) hours. Upon reaching the maximum accrual allowed, the employee shall cease to accrue sick leave time until such time as the total accrued hours is less
than the maximum permitted, at which time the hours shall accrue in the amount stated herein up to the maximum permitted.

(2) May have sick leave balances in excess of 260 hours contributed pre-tax at a rate of $.50 on the dollar at their base hourly rate of pay to the Retiree Health Savings plan set up for each individual employee by the City. Employees must maintain a minimum of 260 hours of sick leave in order to be compensated. Accruals will be based on balances as of June 30th of each year covered by the Memorandum of Understanding.

If an RHS plan is not available for the employee or any IRS tax laws conflict, the employee will be cashed out at $.50 on the dollar.

B. Captains:

(1) Accrue up to a maximum of two hundred and forty (240) hours. Upon reaching the maximum accrual allowed, accrued hours received above the maximum shall be placed in a “bank,” only to be used in the event of a catastrophic illness with the approval of the City Manager.

(2) May have sick leave balances in excess of 160 hours contributed pre-tax at a rate of $.50 on the dollar at their base hourly rate of pay to the Retiree Health Savings plan set up for each individual employee by the City. Employees must maintain a minimum of 160 hours of sick leave in order to be compensated. Accruals will be based on balances as of June 30th of each year covered by the Memorandum of Understanding.

If an RHS plan is not available for the employee or any IRS tax laws conflict, the employee will be cashed out at $.50 on the dollar.

No portion of this Section shall be deemed to prevent an employee from utilizing other accrued leave time for the purpose of medical or sick leave.

Employee shall have no vested rights in the accrued sick leave time upon termination with the City.
Section 16.1. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon recommendation from the department head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee’s personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave’s expiration, or within a reasonable time after receiving a notice to return to duty shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter, postage paid, addressed to the employee’s last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Memorandum of Understanding. The City shall contribute to an employee’s medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of an employee’s authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee’s medical health plan, dental and visual insurance plan or life insurance plan until the employee is reinstated in a permanent position unless otherwise required under state or federal legislation. Vacation leave shall not be accrued beyond the first thirty (30) calendar days of an absence without pay.

Section 16.2. EXTENDED LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 15.1 of this Article shall apply to extended leaves of absence, unless specifically authorized otherwise by the City Council.

Section 16.3. MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her department head of such leave at least ten (10) working days in advance of the beginning date of such leave.
Section 16.4. BEREAVEMENT LEAVE. Effective on July 1, 1989, the death of a member of an affected employee’s immediate family; meaning spouse, natural or adopted child, step-child, grandchild, brother, sister, parent, grandparent, great grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:

A. If the death occurred within a two hundred (200) mile radius of the City of San Marino, the employee shall be granted up to two (2) shifts bereavement leave.

B. If the death occurred outside a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to three (3) shifts bereavement leave.

Section 16.5. JURY DUTY. Every permanent employee covered under this agreement who is called or required to serve as a trial juror shall be entitled to be absent with full pay from duties not to exceed 40 hours of actual jury service in court within a three year period. The employee shall provide evidence of jury duty notification to management within four days of receipt, but no less than one week prior to reporting for jury duty. Additionally, the employee shall provide evidence of actual hours of jury duty service in order to be eligible for compensation. For the purpose of this section, full pay shall be the employee’s base salary exclusive of premium pay or overtime. Jury duty hours shall not be counted as hours worked pursuant to FLSA.

Section 16.6. FAMILY CARE AND MEDICAL LEAVE. Under federal and state law, the City is required to provide up to 12 weeks of job-protected leave, paid or unpaid, for medical reasons with continued healthcare benefits under the same terms and conditions as when the employee is working, for the birth or adoption of a child; and for the care of a child, spouse, or parent who has a serious health condition. The following provisions set forth unit members’ rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code § 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

The City will grant FMLA/CFRA to all employees who request leave under FMLA/CFRA in accordance with the law. Whenever FMLA is requested by an employee it will run concurrently with CFRA (where applicable).
An employee must be employed with the City for at least 12 months and worked at least 1,250 hours during the 12 months. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the last date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave, the City will look back over the previous 12-month period to determine how much leave has been used in determining how much leave a member is entitled to.

If a member requests leave for any reason permitted under the law, he/she must exhaust all accrued leaves in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave.

Member must fill out the following applicable forms in connection with leave under this Article:

1. Employee must provide at least 30 day's written notice, when possible, by filling out a "Request for Family or Medical Leave Form" prepared by the City to be eligible for leave;

2. Medical certification - either for the member's own serious health condition or for the serious health condition of a child, parent or spouse;

3. Authorization for payroll deductions for benefit plan coverage continuation; and

4. Fitness for duty to return from leave form.

ARTICLE XVII

INSURANCE AND RELATED FLEXIBLE BENEFITS

Section 17.1. FLEXIBLE MEDICAL BENEFITS. Effective February 1, 2009 the City of San Marino shall commence participation in the California Public Employees’ Medical and Hospital Care Act, Government Code Sections 22750 et. Seq. The employer contribution for annuitants shall at all times equal employer contribution paid for active employees. Medical benefits shall be under the CalPERS medical program.
Section 17.2. OTHER HEALTH BENEFITS. The City shall make available to current employees group dental, vision and life insurance and long term disability insurance programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually. The City shall notify employees of the join/remove period by providing a notice with payroll at least three (3) weeks prior to the time period.

The City shall permit a payroll deduction for Myers-Stevens Life Insurance as long as at least ten (10) Fire Department members maintain coverage.

Section 17.3. EMPLOYEE PARTICIPATION. All employees shall be covered under the CalPERS medical program, except as provided for herein. The employee may select from the CalPERS plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the CalPERS health plan as permitted by the insurance company. Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee’s paycheck to pay the difference.

Said cash out, shall not be compensable to CalPERS as salary pursuant to California Code of Regulations, Chapter 2, Article 5, Section 572 (2CCR571).

If an employee is able to provide proof of coverage under a spouse's or other health insurance plan, the employee need not obtain health insurance under the City's provided CalPERS medical program. All employees electing not to participate in the City's CalPERS medical program shall be required to:

1. Submit adequate written proof of medical coverage;

2. Provide the City with no less than thirty (30) days written notice before any such medical coverage is canceled; and

3. Execute a liability and hold harmless release form removing the City from all liability resulting from medical coverage or the lack thereof.

For employees who have or continue to exercise the cash-out option the following shall apply:

- Only employees currently exercising the cash-out option may utilize this option. The current cash-out amount is “capped” at the existing amount; it may not be increased in the future. If reduced in the future, it may not go back up.
- Current Employees not utilizing benefit may not utilize the benefit in the future.
• Additional flex dollars (7/01/2019, 07/01/2020 and 07/01/2021) may not be cashed out, but may be used towards additional health insurance, life insurance, vision insurance and/or dental insurance.
• New hires are not eligible for any cash out.

Section 17.4. CITY CONTRIBUTION. The City’s contribution is established at two-hundred dollars ($200.00) per month per annuitant and active employee. This monthly contribution shall only increase as required by the Board of Administration of the California Public Employees’ Retirement System or the State Legislation, as set forth in Government Code Section 22892.

Section 17.5. FLEXIBLE FLOATING FRINGE BENEFIT POOL. Beginning January 1, 2013, the City of San Marino will establish a flexible floating fringe benefit pool (“FFBP”) for currently active employees. This “FFBP” shall not be used by any current annuitants or future annuitants. The purpose of the “FFBP” is to provide currently active employees with additional health insurance, life insurance, vision insurance and dental insurance. The City of San Marino shall contribute the following flat rates on behalf of each currently active employee to the “FFBP”:

- July 1, 2019: Eleven Hundred Dollars ($1,100.00)
- July 1, 2020: Twelve Hundred Dollars ($1,200.00)
- July 1, 2021: Thirteen Hundred Dollars ($1,300.00)

In the event that the “FFBP” fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference.

Section 17.6. FLORES DECISION. For employees who have or continue to exercise the cash-out option the following shall apply:

Federal Labor Standards Act (FLSA) Overtime: On June 2, 2016, the United States Court of Appeals for the Ninth Circuit published its opinion in Danny Flores v. City of San Gabriel (the "decision"), which indicated that the City’s payment of unused health benefits must be included in the regular rate of pay and thus in the calculation of overtime. The City and the Association understand that the City of San Gabriel will be petitioning the United States Supreme Court for review. Until such time as a final decision is in effect (either denial of the petition by the United States Supreme Court or a decision by the United States Supreme Court), the City and the Association mutually agree to hold implementation of that
decision in abeyance.

If, and when, the decision becomes final in favor of the individual plaintiffs, the City will:
Recalculate FLSA overtime retroactive to June 28, 2015 according to the decision;
Prospectively pay FLSA overtime according to the decision;
Cease allowing employees to "cash out" FFBP and require employees to place all monies in deferred compensation.

The City and Association acknowledge that this language completes satisfaction of any liability, both retroactive and prospective, for FLSA overtime under the decision. If, and when, the decision becomes final in favor of the City of San Gabriel, the City will allow employees to cash out and/or place monies in deferred compensation at the employees' option.

Section 17.7. RETIREMENT HEALTH SAVINGS PLAN

The City agrees to sponsor a Retirement Health Savings Plan (RHS), pursuant to the employee group agreeing on contributions and meeting the RHS plan criteria, and all legal requirements pertaining to such a plan. Contributions must be confined to areas of compensation already outlined within this Memorandum of Understanding that are otherwise available to the employee.

Section 17.8. RETIREE PARTICIPATION. Retirees, who have retired under a CalPERS retirement program after a minimum of five (5) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, the dental program and the vision plan provided by the City for current employees as provided in this Article.

Retirees and their dependents shall be eligible to remain in the CalPERS medical program for as long as they shall meet the requirements of said program. Retirees shall be eligible to participate in the other health programs provided for herein until they reach the age of sixty-five (65). Retirees may carry dependent coverage under the health programs (other than CalPERS medical) provided for herein until the dependent reaches the age of sixty-five (65).

Retirees shall be provided $200 per month to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance.
due. Should the retiree select a program(s) costing less than the amount provided by the City, the employee shall have no rights to the balance available.

Each August 1st thereafter, the City shall increase the contribution available to retirees by the amount required by the CalPERS medical program.

Section 17.9. LONG TERM DISABILITY INSURANCE. The City shall provide a Long Term Disability (LTD) insurance program for affected employees. The cost of the LTD Insurance shall be split 50/50 between the City and the employee. The cost for said LTD insurance shall be paid by the employee through payroll deduction.

The Long Term Disability program shall be with a thirty (30) day elimination period or as otherwise mutually agreed; with sixty six and two-thirds percent (66-2/3) of salary benefits; and with coverage as provided for under the Harry J. Wilson, Insurance Center Inc. Program.

All affected employees shall be required to participate in the Long Term Disability insurance program.

Section 17.10 LIFE INSURANCE. The City shall provide a life insurance benefit in the amount of fifty thousand dollars ($50,000.00) per employee. The cost of the life insurance shall be split 50/50 between the City and the employee. The employee cost for said life insurance shall be paid by the employee from the monthly City contribution provided in Section 17.04 of this article.

All affected employees shall be required to participate in the life insurance program. An employee may buy additional life insurance at their own cost.

ARTICLE XVIII

RETIREMENT BENEFIT

Section 18.1. CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System. Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City shall provide employees covered under this agreement with that certain retirement option program
commonly referred to as “1959 Survivor Benefit, Fourth Level” based on the schedule of benefits as set forth in the California Public Employees Retirement System (CalPERS) Section 21382.4 of the California Government Code. Each employee will contribute ninety-three cents ($0.93) per pay period. The City will contribute a $4.00 premium rate. Any future increase in premium rates will be borne by the employee.

Section 18.2. RETIREMENT PLAN. The City’s retirement plan for Tier I is three percent (3%) at 50 formula for employees hired prior to July 1, 2006; and Tier II, three percent (3%) at 55 formula for employees hired after July 1, 2006 and before January 1, 2013, based upon the “single highest year.” Beginning January 1, 2013, in accordance with AB 340, all new hires/members retirement formula will be 2% @ 57 with the “three year average” for final compensation provision (Tier III), and all new hires/members covered under Tier III will pay the employee’s 50% of the total normal costs of CalPERS contribution rate.

For Tiers I and II, the affected employees shall pay that portion of the employees’ share of the required retirement contribution to CalPERS, not to exceed 9% of the employee’s base compensation as defined by the Public Employees Retirement Law, Government Code Section 20000, et. seq.
ARTICLE XIX

LAYOFF PROCEDURE

Section 19.1. NEED FOR LAYOFF. Whenever it becomes necessary, in the opinion of the City Council, to abolish a position or to reduce the number of employees in a given classification in the classified service, the City Council may do so by stating in its proceedings its reasons therefore. However, no permanent full-time employee shall be separated from any department while there are emergency, seasonal, probationary, part-time or temporary employees serving in the same classification of positions in the City.

Section 19.2. ORDER OF SEPARATION. In each classification in which there is to be a layoff, employees shall be separated from employment according to his/her seniority within service. In case of the same hiring date, seniority shall be based upon hiring order.

Section 19.3. BUMPING RIGHTS. The employee laid off shall be entitled to be displaced to a position in a classification in which he/she formerly held a permanent appointment, and in which there is an employee with less seniority in service; and if physically and mentally able to perform duties of the former classification. Any employee so displaced shall be considered as laid off for the same reason as the person who displaced him/her; and shall in the same manner be eligible to displace to a position and classification in which he/she formerly held a permanent position and accrued seniority status. In cases of equal seniority, the aforementioned criteria shall prevail.

Section 19.4. WRITTEN NOTICE OF LAYOFF / REEMPLOYMENT RIGHTS. The employee laid off shall be given written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff and shall be informed of their reemployment status in writing.

The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be based on: last employee laid off is the first employee on the list, with other employees eligible in sequential order thereafter. Such list shall be used by the appointing officer when a vacancy for that class is to be filled before certification. Said reemployment list shall exist for one year.

Section 19.5. REAPPOINTMENT. The appointing officer shall reinstate the former employee to the highest available position in the layoff reemployment list, if any.
Section 19.6. RE-EMPLOYMENT PROCEDURE. The names of all permanent and nonpermanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be eligible for reemployment. Such reemployment list shall be based on: last employee laid off is the first employee on the list and first to be reemployed, with other employees being eligible in sequential order thereafter. Said list shall exist for one year and shall have preference over all other employment lists.

ARTICLE XX

CONDITIONS OF CONTINUED EMPLOYMENT

Section 20.1. EMT-P LICENSE. All Firefighters/Paramedics shall possess and maintain a valid California Paramedic (EMT-P) license and accreditation to practice in Los Angeles County, to include attending all required training and continued education.

Section 20.2. EMT-1 LICENSE. All covered employees who are not licensed and accredited as a Paramedic shall maintain an Emergency Medical Technician-1 (EMT-1) certificate valid in Los Angeles County, to include attending all required training and continued education.

Section 20.3 DRIVER’S LICENSE. All covered employees shall maintain a valid California Class C Driver's License with Firefighter endorsement. Engineers shall maintain a valid California Class C Driver's License with Firefighter endorsement, and complete a City provided medical exam biennially to include eyesight, blood pressure testing, and urinalysis to ensure ongoing driver and public safety. Urinalysis testing shall be for the sole purpose of presence of ketones and/or blood.

ARTICLE XXI

SCOPE OF MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding shall supersede all prior contract and memorandums of contract, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.
ARTICLE XXII

EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City’s ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Memorandum of Understanding will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE XXIII

REOPENNERS DURING THE MOU

During the term of this MOU, the parties agree to reopen the MOU on the following subjects:

1. Revision of current Personnel Rules.
2. Revision of current Performance Evaluation Form(s).
3. Implementation/Impact of the pending payroll audit.
4. Out-side Services Pay.

Any changes to the above subjects shall require either mutual agreement or exhaustion of the impasse process (including fact finding).

In the event that either statutory or case law is changed to allow future hires to be excluded from the CalPERS retirement system, the parties agree to reopen the MOU on the subject of exclusion of new hire employees from the CALPERS retirement system. Any change to this subject shall require mutual agreement.

ARTICLE XXIV

SEPARABILITY PROVISION
Should any provisions of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE XXV

TERM OF MEMORANDUM OF UNDERSTANDING

During the term of this Memorandum of Understanding, the City has the exclusive and sole right to re-open the Memorandum of Understanding on the subject of Personnel Rules. The City agrees to meet and confer in good faith on the subject of Personnel Rules. The failure of the parties to reach mutual agreement shall not preclude the City from unilateral Implementation of the Personnel Rules. The failure to reach mutual agreement is not subject to the impasse procedure; the Memorandum of Understanding grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in the Superior Court.
The term of this Memorandum of Understanding shall commence upon San Marino Firefighters Association ratification and adoption by the City Council; shall be applied retroactively to July 1, 2019; and, shall continue in full force and effect until June 30, 2022.

CITY OF SAN MARINO       FIREFIGHTERS ASSOCIATION

By __________________________  By __________________________

By __________________________  By __________________________
New employees will be eligible for their first step increase after six (6) months of employment. Service or Merit increases will require evaluation, recommendation by the Fire Chief, and approval by the City Manager.

### Monthly Rates Effective: 7/1/2019

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### Monthly Rates Effective: 7/1/2020

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### Notes

Monthly rates are rounded to the nearest dollar.

Merit increases are based on the following table for all employees:

- **Step A** - for first six (6) months of employment.
- **Step B (*)** - eligible after six (6) months of employment.
- **Step C (**)** - eligible after eighteen (18) months of employment.
- **Step D (**)** - eligible after thirty (30) months of employment.
- **Step E (**)** - eligible after forty-two (42) months of employment.

(*) Based on initial six (6) months of probation.

(**) Based on merit recommended by Fire Chief and subject to the approval of the City Manager.
Attachment 4:

Firefighters’ Association MOU - red line version
THIS PAGE LEFT BLANK INTENTIONALLY
CITY OF SAN MARINO

AND

SAN MARINO FIREFIGHTERS’ ASSOCIATION

REPRESENTING

SAN MARINO FIRE FIGHTERS, Local 3626

MEMORANDUM OF UNDERSTANDING

JULY 1, 2019 TO JUNE 30, 2022

SAN MARINO FIREFIGHTERS’ ASSOCIATION

MEMORANDUM OF UNDERSTANDING 2019-2022
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ARTICLE I

RECOGNITION OF THE ORGANIZATION

Section 1.1. RECOGNITION. The City of San Marino (hereinafter called the “City”) has recognized San Marino Firefighters’ Association (hereinafter called the’ Association”) as the majority representative of employees in the classifications of: Firefighter, Firefighter/Paramedic, Fire Engineer, and Fire Captain (hereinafter the “affected employees”).

Section 1.2. MAJORITY REPRESENTATION. The City shall recognize the Association as the majority representation of all employees in these classifications for the purpose of meeting its obligations under this Resolution, the Meyers-Milias-Brown Act, Government Code 3500, et seq., when the City’s rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

Section 1.3. FILING OF PETITIONS. This written contract shall bar the filing of a Petition for Certification or Petition for Decertification of a recognized employee organization for this employee representation unit during the term of this Memorandum of Understanding, provided that a Petition for Certification or Decertification may be filed during a period beginning not earlier than 120 calendar days and ending not less than 90 calendar days before expiration of said Memorandum of Understanding.

ARTICLE II

NON-DISCRIMINATION PLEDGE

Section 2.1. EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500, et seq.

Section 2.2. NO DISCRIMINATION. The City and the Association agree that they shall not discriminate against any employee because of race, color, religion, sex (including gender identity, sexual orientation and pregnancy), age, national origin, political or religious opinions or affiliations, marital status, disability, association membership, medical condition, or genetic information as defined by State and Federal law. The City
and the Association shall reopen any provision of this Memorandum of Understanding for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Memorandum of Understanding in compliance with State or Federal antidiscrimination laws.

ARTICLE III

CITY RIGHTS

Section 3.1. RESERVED RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Memorandum of Understanding or by law, shall include but not be limited to the following rights:

A. To manage the City generally and to determine the issues of policy;

B. To determine the existence or nonexistence of facts which are the basis of the Management decision;

C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;

D. To determine the nature, manner, means and technology and extent of services to be provided to the public;

E. To establish methods of financing;

F. To establish types of equipment or technology to be used;

G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;

H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City;
I. To assign work to and schedule employees in accordance with requirements as
determined by the City, and to establish and change work schedules and
assignments;

J. To determine at its sole discretion whether to staff the fire engine with four (4) or
three (3) personnel.

K. To relieve employees from duties for lack of work or similar non-disciplinary
reasons;

L. To establish and modify productivity and performance programs and standards
for City operations;

M. To discharge, suspend, demote, or otherwise discipline employees for proper
cause;

N. To determine job classifications and to reclassify employees;

O. To hire, transfer, promote, and demote employees for non-disciplinary reasons,
in accordance with this Memorandum of Understanding and the City’s Rules and
Regulations;

P. To determine policies, procedures, and standards;

Q. To establish employee performance standards, including but not limited to quality
and quantity standards; and to require compliance therewith;

R. To maintain order and efficiency in its facilities and operations;

S. To establish and promulgate and/or modify rules and regulations to maintain
order and safety in the City which are not in contravention with this Memorandum
of Understanding;

T. To take any and all necessary action to carry out the mission of the City in
emergencies;

U. To determine the mission of its constituent departments, boards and
commissions;
V. To establish the need and use of personnel information for employees and the means by which that information is to be provided. Employees retain their rights to privacy as provided by law.

Section 3.2. **IMPACT OF CITY RIGHTS.** Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact upon employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

**ARTICLE IV**

**ORGANIZATION RIGHTS**

Section 4.1. **DUES DEDUCTIONS.** The City shall continue its present policy of payroll deductions on a twice a month basis of Association dues and assessments, and supplemental group life insurance payments, in the amount certified to be current by the Treasurer of the Association and as authorized in writing by the individual employees. The total amount of deductions, together with a current list of Association members, shall be remitted by the City to the Treasurer of the Association within ten (10) calendar days of the last monthly deduction.

Section 4.2. **INDEMNIFICATION.** The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association caused by the Association's negligence. The Association shall notify the City within ten (10) calendar days of any discrepancy(ies) concerning Association dues or other payroll deductions pursuant to this Article. If the Association does not notify the City of any discrepancy within ten (10) days, the City shall be relieved of any responsibility for any asserted discrepancy.

Section 4.3. **DEFINITIONS.** For the purposes of this Memorandum of Understanding, the following definitions shall be used:
A. **Reasonable number of stewards** should be interpreted to mean one (1) person identified on each individual shift for the purpose of conducting Association activities during on-duty hours, plus one steward-at-large. The steward-at-large shall only act as steward in the absence of the usually designated steward, and time spent by the steward-at-large in this capacity shall be at no additional cost to the City.

B. **Reasonable amount of time** to promptly and expeditiously investigate and process grievances shall not be specifically defined in this context for it might be viewed as encouraging abuse. “Promptly and expeditiously” obviously relate to the amount of time spent. The word “process” in this context means only to discuss the matter with the griever, record information, advise or recommend action, assist in the completion of documents necessary to formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appearance with the griever at the first formal level of grievance resolution.

C. **Grievance.** See Section 7.2 for definition of Grievance.

D. **Cognizant supervisor** means the shift supervisor present at the work location.

**Section 4.4. STEWARDS.** The Association may select a reasonable number of stewards for this unit, as defined herein. The Association shall give to the City Manager’s Office and Fire Chief a written list of employees who have been selected as stewards. This list shall be kept current by the Association; and forwarded to the City Manager and Fire Chief each time there is an update.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of their activities and roles as stewards.

Stewards, when leaving their work locations to transact any such investigation or processing of a grievance or potential grievance, shall first obtain permission from the shift supervisor and inform him/her of the nature of the business. Permission will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed when the time will be available.
Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will immediately be informed when the employee will be made available.

The Association agrees that a steward shall not log compensatory time or overtime pay for the time spent performing any function of a steward.

The role of the steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievance at the lowest possible level and to increase communications between the Association and the City.

Section 4.5. REPORTING FORM. The Association does not object to the use of a form for the purpose of recording the amount of time spent by stewards in their work on grievances. Such a form might provide for signatures of affected supervisors, reasons for refusals if release time is not granted and exact time in and time out notations. An evaluation of such forms could be of value in determining what a "reasonable amount of time" is, and might point to the "personnel problem areas." The Fire Chief shall receive and review these forms for the purposes of monitoring steward time.

Section 4.6. STEWARD'S PERMISSION TO LEAVE WORK LOCATION. As indicated above, both permission and denial of a request to leave a work location by a steward to investigate or process a grievance or potential grievance shall be recorded with a signature by the shift supervisor and the time on the appropriate form. Notations as to the reasons for a possible denial of the request and the time when the time may be expected to be made available should also be recorded on this form.

Section 4.7. INCREASED COMMUNICATION BETWEEN THE ASSOCIATION AND THE CITY. The City might reasonably expect that the Association would report the results of any meeting wherein employees have been permitted to participate on City time in their role as shop stewards. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

Section 4.8. ALLOWED TIME FOR STEWARDS. City agrees to allow stewards a maximum of two (2) hours per week to transact and discuss Association business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager, subject to absences from the assigned task being approved by the shift supervisor.
ARTICLE V

NO STRIKE-NO LOCKOUT PLEDGE

Section 5.1. ASSOCIATION PROHIBITED CONDUCT. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, or any other concerted job action, by withholding or refusing to perform services.

Compliance with the request of other labor organizations to engage in such activities is included in this prohibition.

Section 5.2. NO LOCKOUT. The City agrees that it shall not lockout its employees during the term of this Agreement. The term “lockout” is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Agreement or applicable ordinance or law.

Section 5.3. ASSOCIATION RESPONSIBILITY. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 5.01 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and request that all such persons immediately cease engaging in conduct prohibited in Section 5.01 above, and return to work.

ARTICLE VI

PROBATION

Section 6.1. PROBATION PERIOD. A new employee initially appointed to a class shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. For all fire safety employees the initial probationary period shall be eighteen (18) months, beginning on the effective date of employment. Temporary status does not count toward a new employee’s probation period (see Section 8.12).
An employee who has been promoted to a higher classification shall be on probation for eighteen (18) months. Under certain conditions, if necessary to adequately evaluate such employee, based on the Fire Chief’s recommendation and the City Manager’s approval, the probationary period may be shortened or extended; and the employee shall be provided with the reasons and rationale, in writing, upon which the action is based.

Section 6.2. PERMANENT STATUS. The employee shall attain permanent status in the classification upon successful completion of the probationary period.

ARTICLE VII
GRIEVANCES

Section 7.1. PURPOSE OF GRIEVANCE PROCEDURE. This grievance procedure establishes a means by which an employee grievance may be considered, discussed, and resolved in a timely manner and at the closest possible level to the point of origin.

The parties shall make every effort to resolve any dispute prior to it being reduced to writing or at the lowest step in the grievance procedure. The parties may, by mutual written contract, agree to file a grievance at a step other than Step 1 herein if the grievance cannot be resolved at the lowest step.

It is understood that the intent of the grievance procedure is to resolve disputes and to avoid confrontations.

Section 7.2. GRIEVANCE. For the purpose of this Memorandum of Understanding, a grievance is defined as a claimed dispute between the City or its representatives and the Association, an employee, or a group of employees. A dispute shall be defined as a specific and identifiable claimed violation, misinterpretation, inequitable application or noncompliance with federal or state laws, City Code, rules and regulations, salary resolution, existing rules, or this Memorandum of Understanding.

Section 7.3. GUIDELINES.

A. The grievant is entitled to representation of his/her choice.
B. Employees are assured freedom from reprisal for using the grievance procedure. An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, shall not in any way be coerced, intimidated, or discriminated against.

C. The grievant and/or the grievant's representative may use a reasonable amount of work time in conferring and presenting the grievance and appeal. However, no employee shall transact such matters and/or shall be absent from the assigned work place without first obtaining approval from the employee's supervisor.

D. There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below:

**Step 1.** An employee’s grievance must be submitted immediately to the employee's shift supervisor or management representative in charge of the aggrieved employee within ten (10) calendar days after the event giving rise to the grievance, or reasonable knowledge of the event giving rise to the grievance. The shift supervisor or management representative shall give his/her answer to the employee by the end of the tenth (10th) calendar day following the presentation of the grievance, and the giving of such answer will terminate Step 1. Should the shift supervisor or management representative not answer within ten calendar days, the grievance will be deemed denied at the end of the tenth (10th) calendar day following the presentation of the grievance, and the employee may appeal it to Step 2.

**Step 2.** If the grievance is not settled in Step 1, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee, and presented to the Fire Chief within ten (10) calendar days after termination of Step 1. A meeting with the employee, employee's representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief shall give a written reply by the end of the tenth (10th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2. Should the Fire Chief not give a written reply within ten (10) calendar days from the date the grievance is received by him, the grievance will be deemed denied at the end of
the tenth (10th) calendar day following the presentation of the grievance under step 2, and the employee may appeal it to Step 3.

**Step 3.** If the grievance is not settled in Step 2, the employee shall reduce his/her grievance to writing, including the reasons for proceeding to this step, and submit it to the City Manager or his/her designee within ten (10) calendar days after the termination of Step 2. The City Manager or his/her designee shall arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is referred to Step 3. A written decision shall be rendered within ten (10) calendar days from the date of such meeting. If the City Manager or his/her designee does not provide a written decision within ten (10) calendar days following such meeting, the grievance will be deemed denied at the end of the tenth (10th) calendar day following such meeting, and the employee may go to advisory arbitration.

**Section 7.4. TIME LIMITS.** The limits set forth above may be extended by mutual written contract between the parties, but neither party shall be required to so agree.

**Section 7.5. NO CHANGES.** It is not intended that the grievance procedure shall be used to effect changes in the established salary and fringe benefits.

**Section 7.6. ADVISORY ARBITRATION.** Grievances which are not settled pursuant to the grievance procedure above and which the Association/employee(s) desire to resolve further may be submitted to arbitration as provided below:

A. As soon as possible and in any event not later than ten (10) calendar days after the City Manager has received written notice from the employee of the desire to arbitrate, the parties shall agree upon an arbitrator. If no contract is reached within said ten (10) calendar days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the State Conciliation Service or Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

B. Either the City or the employee may call any employee as a witness, and the City agrees to release said witness from work if he/she is on duty.
C. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum of Understanding. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other.

D. The decision of the arbitrator within the limits herein prescribed shall be advisory to the City Council.

E. The arbitrator may hear and determine only one grievance at a time without the expressed contract of the City and the Association.

F. The cost of the hearing officer and court reporter shall be shared equally between the City and the Association regardless of the outcome.

ARTICLE VIII

WAGE AND SALARY POLICY

Section 8.1. BASIC COMPENSATION PLAN. A schedule of job classifications together with salary rate ranges is set forth in Exhibit A and attached hereto. Said salary rates shall be effective as indicated. All employees within the bargaining unit shall be paid in accordance with the terms of Exhibit A.

Section 8.2. SALARY AND WAGE SCHEDULES.

Effective July 1, 2019, all classifications shall receive a base salary increase of three percent (3%).

Effective July 1, 2020, all classifications shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

Effective July 1, 2021, All classification shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

The salary and wage schedules attached hereto shall constitute the basic compensation plan consisting of five (5) Steps or rates of pay in each range.

The respective ranges shall be identified by job title and the Steps by the letters "A" to "E" inclusive.
Section 8.3 ADMINISTRATION OF BASIC COMPENSATION PLAN. The compensation ranges and steps contained in the monthly salary schedule in Exhibit A hereof are monthly compensation rates not including premium pay on hours worked over 91 in a 12 day FLSA cycle.

For all employees covered by this Memorandum of Understanding, the work schedule shall be considered to be ninety-six (96) hours during a twelve-day (12) day period. This is equivalent to an average of 243 hours per month (2920/12).

The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2920 as represented in Exhibit A. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

A shift shall be considered to be equal to twenty-four (24) hours.

Section 8.4. BEGINNING RATES. A new employee of the City of San Marino shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired. An employee may be placed in a higher range at the discretion of the Fire Chief with approval by the City Manager.

Section 8.5. SERVICE. The word "service," as used in this Memorandum of Understanding, shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Memorandum of Understanding. Such employee(s) reentering the service of the City shall be considered as a new employee(s), except that the employee may be reemployed within one (1) calendar year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the Fire Chief and upon approval by the City Manager.

Section 8.6. ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement within ranges:

A. Service Advancements. After the salary of an employee has been first established and fixed under this plan, such employee may be advanced to the next available Step effective the first day of the next pay period following the date
of successful completion of six months of continuous full time employment, pursuant to an evaluation and the Fire Chief’s recommendation and approval by the City Manager.

B. **Merit Advancement.** An employee may be considered for advancement from one Step to the next higher Step upon completion of the minimum length of service. The effective date of such merit increase, if granted, shall be the first day of the next pay period following approval by the City. Advancement to any step shall be granted only for continuous, meritorious and efficient service by the employee in the effective performance of his/her position based on the performance evaluation.

A merit advancement requires the Fire Chief to file with the City Manager or his/her designee a statement recommending the award or denial of the merit increase and to support any such recommendation with specific reasons thereof.

If the employee is not considered within 30 days after meeting the minimum length of service and the employee is later deemed to have been worthy of a merit advancement on the date that the minimum length of service was completed, the merit advancement shall be effective on the first day of the pay period following the completion of the minimum length of service.

C. **Special Merit Advancement.** In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of duties, the Fire Chief may recommend to the City Manager that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this Memorandum of Understanding. The City Manager may, on the basis of the Fire Chief's recommendation, approve or deny such advancement.

D. **Length of Service Required When Advancement is Denied.** When an employee has not been approved for advancement to a higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in subsection (B) herein.

Section 8.7. **PROMOTIONAL TESTING.** Promotional testing for the positions of Captain and Engineer will be conducted by the City’s Human Resources Division at a minimum of once every two (2) years with Eligibility Lists certified no later than May 31st of the testing year. Tests will alternate annually between Captain and Engineer. It is
recognized that events beyond the City’s control may at times prevent a strict adherence to this timetable; however, it is the mutual intent of the City and the Association that this schedule be maintained in order to facilitate timely testing and promotions, and eliminate unnecessary vacancies in these ranks due to attrition.

Section 8.8. COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee’s last salary and within the salary range for that position. At the discretion of the Fire Chief and the City Manager, an employee may be granted a two (2) or three (3) step salary increase upon promotion. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit increase shall be given until after six (6) months in the higher classification, regardless of the requirement for a probationary period.

Section 8.9. PERMANENT STATUS AFTER PROMOTION. The employee shall attain permanent status in the position upon successful completion of the probationary period required in Section 6.1. An employee who does not satisfy the standards of the higher classification during the probationary period shall be notified in writing. Such notice shall include the reasons for such action. If the permanent status is not achieved, such employee shall be demoted to the appropriate Step in the employee’s former classification.

Section 8.10. COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the schedule set forth in Section 8.6 of this Article as if the employee was originally employed in the new classification range.

Section 8.11. EMPLOYMENT AGREEMENTS. In order to promote employee retention, teambuilding, employee safety and productivity, Association supports City requirement that new employees shall enter into an employment agreement, the purpose of which is to discourage the new employee from unilaterally terminating employment prematurely.
Section 9.1. OVERTIME WORKED. Regarding fire suppression employees regularly assigned to a 24-hour shift schedule who work overtime, the City shall compensate the employee with pay at 1.5 times the employee’s hourly rate on any hours worked in excess of 91 hours in a 12-day FLSA period or with equal time off (compensatory time off). Any hours worked in excess of 96 hours in a 12-day FLSA period shall first be authorized by the Fire Chief or his designee. The employees shall indicate their preference for receiving pay for overtime or compensatory time off. The City shall pay all overtime earned no later than the pay period following the pay period in which it is earned. Emergencies may arise in which this is not possible.

Compensatory time for overtime worked in each day will be accumulated in one-half (1/2) hour increments. Where an employee works less than one-half (1/2) hour of overtime, the employee shall not receive compensatory time for overtime of less than one-half (1/2) hour. In order to be entitled to overtime, such overtime must be authorized by the Fire Chief.

Nothing herein is intended to limit or restrict the authority of the City to require any employee to perform overtime work.

Section 9.2. PAYMENT UPON TERMINATION. Employees shall be entitled to receive payment for all accumulated compensatory time off upon their termination, to be paid on the pay period following the final date of employment with the City.

Section 9.3. USAGE OF COMPENSATORY TIME PREVIOUSLY EARNED.

A. Accumulated compensatory time off may be taken by an employee upon reasonable written notice and prior approval of the Fire Chief.

B. The affected shift supervisor may permit an employee requesting to use accumulated compensatory time off to be relieved from the work day, provided it will not cause the shift to be undermanned.

C. In any instance involving use of a fraction of an hour of compensatory time off, the minimum charge to the employee’s compensatory time off account shall be one (1) hour.

In approving an employee’s request to take accumulated compensatory time off, the Fire Chief will, as far as practicable, attempt to accommodate employee convenience to the degree possible in light of the operational requirements of the Fire Department, which shall take preference.
Section 9.4. WORKING OUT OF CLASS.

Employees in the Fire Department temporarily assigned to the classification of Captain shall receive a five percent (5%) pay differential for all hours worked as a Captain, commencing with the first full shift worked. There will be no additional pay for temporary hours worked prior to the first full shift of the temporary assignment to Captain.

Employees in the Fire Department temporarily assigned to the classification of Engineer shall receive a five percent (5%) pay differential for all hours worked as an Engineer, commencing with the first full shift worked. There will be no additional pay for temporary hours worked prior to the first full shift of the temporary assignment to Engineer.

The five percent (5%) pay differential shall be calculated based upon the base hourly wage of the covered employee’s permanent rank at straight time, not the overtime rate, and must fall within the salary range of the position to which the employee has been temporarily assigned.

Section 9.5. OTHER ACTING POSITIONS. Acting positions may be established when deemed necessary by the Fire Chief.

Section 9.6. CALL BACK PAY. When a covered employee is required to report back to work after completing a normal work shift and being released from duty by the shift supervisor, and having left City premises and/or work locations, the employee shall receive a minimum of two (2) hours of compensation as call back pay, provided: (1) the employee is not canceled within 15 minutes of being recalled to duty, (2) the employee is available by pager or cell phone in order to be canceled, and (3) the employee reports for duty to the company officer or chief officer in charge. Call back pay shall be paid at the straight time base rate of pay or equal time off, as authorized by the Fire Chief.

Section 9.7. OUTSIDE SERVICES. Whenever a covered employee is voluntarily assigned to an outside service, the employee shall be paid as follows:

A. On movies - $70.00 per hour. Employee shall provide proof of completion of a State Fire Marshal Film Safety Officer course to be eligible for assignment to a movie detail.

B. All other details - $70.00 per hour.
An outside service is defined as an assignment to provide life safety services (e.g., fire safety, emergency medical care, fire protection) that directly benefit an entity that has contracted with and reimbursed the City for such services. It is agreed that the pay rates as specified in this section meet the requirements of the Fair Labor Standards Act for overtime pay.

Section 9.8. SPECIAL COMPENSATION. In addition to the other applicable provisions of this Memorandum of Understanding, Fire Captains only are also eligible to receive:

A. Coordinator Pay: Two hundred and eighty dollars ($280) per month for the administration of a major program area at the discretion of the Fire Chief and with the approval of the City Manager.

B. Uniform Maintenance: Two hundred dollars ($200) per year for maintenance of uniforms in accordance with the established uniform standards.

C. Technology Allowance: Two hundred dollars ($200) per month to offset the use of personal cellular telephones in the performance of their jobs.

Section 9.9. SHIFT EXCHANGE.

A. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, with the permission of the shift supervisor of the affected shift upon twenty-four (24) hour notice, except in the case of emergency. No obligation shall accrue to the City as a result of the operation of this Section.

B. It shall be the responsibility of the individual who has agreed to work a shift exchange to report for duty or, if unable to report for duty, make arrangements for his/her replacement. In the event he/she is unable to find a replacement the City may hire a replacement and charge the vacation or overtime to the individual who was unable to report for duty. Trading of days off shall not increase cost to nor cause any liability to the City.

ARTICLE X

PARAMEDICS

Section 10.1. AUTHORIZATION. The City Council has authorized that the paramedic function be performed by its Firefighter/Paramedic employees.
Section 10.2. APPOINTMENT. All Firefighter/Paramedics shall be appointed to and retained in that function by the Fire Chief at his/her sole discretion.

Section 10.3. COORDINATION. Coordination of the paramedic function is the responsibility of the Fire Chief or his designee with City Manager approval.

Section 10.4. PARAMEDIC PAY. The Fire Chief shall authorize the number of firefighters appointed as Firefighter/Paramedics. Firefighter/Paramedics shall receive, in addition to other wages and benefits provided for in this Memorandum of Understanding, base pay in accordance with Exhibit A (which is generally 10 percent higher than the base pay of a Firefighter at the same salary step.)

ARTICLE XI
EDUCATION WAGE BENEFIT AND CAREER DEVELOPMENT PROGRAM

Section 11.1. TUITION REIMBURSEMENT PLAN. The provisions of this section are subject to funding being authorized through the annual City budget process. For the term of the MOU beginning June 26, 2016 and extending through June 22, 2019, the Tuition Reimbursement Plan will be unfunded unless the City Council authorizes funding during the budget process.

Permanent employees receiving prior approval from the Fire Chief for each individual course, shall be eligible to receive tuition reimbursement pursuant to this Memorandum of Understanding for course work leading to or as a prerequisite for a degree or certification which is directly related to the employee's position and duties with the City.

The City shall reimburse employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees, such as mileage, activity cards and other optional fees shall not be reimbursed. The following rules shall apply for reimbursement:

A. Courses must relate to the employee's present job or directly relate to the employee's potential development with the City.

B. Course work taken at recognized accredited institutions shall be considered for reimbursement. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the Fire Chief.
C. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.

D. In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this plan.

E. Course books for which an employee receives reimbursement shall become the property of the City. Books may be sold by the City back to the educational institution's bookstore, and monies received returned to the City. Employees who wish to keep course books shall not be reimbursed for same.

F. If an employee, of his/her own volition, withdraws from a course before completion, he/she will refund to the City all monies paid by the City toward that course. If an employee is forced to withdraw due to job reasons, and with the Fire Chief's approval, no refund will be necessary.

G. An employee who leaves the employment of the City before completion of the semester, and therefore does not complete the course(s) while working for the City, shall refund all monies paid him/her by the City for the course(s). No prorating will be permitted.

H. Upon completion of each semester, the employee shall be responsible for reporting grades received to the Fire Chief for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon receipt of proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Section. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City Warrant.

Tuition reimbursement shall not be allowed for internship courses or independent study courses where course work requirements are considered solely a continuing condition of employment.
Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary actions.

Section 11.2. LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than the cost for the same level of course (i.e., undergraduate, and graduate) as charged by a school in the California State University system.

An employee may request reimbursement for general tuition for a degree program in lieu of reimbursement for an individual course. In such case the amount of tuition reimbursement shall not exceed the cost of general tuition for a California State resident in a school in the California State University system under the same semester periods as the degree program requested.

In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed the amount of general tuition in a school in the California State University system for two (2) semesters or three (3) quarters.

All reimbursements shall be approved based on the availability of funds budgeted for that purpose during any given fiscal year. Availability of funds shall be determined by the City Manager.

Section 11.3. EDUCATION INCENTIVE PLAN. The Education Incentive Plan program is applicable to the positions of Firefighter, Firefighter/Paramedic and Engineer. Members within these classifications qualifying under one of the following levels shall receive additional compensation as defined within this Section; however, only one level will be paid per Member.

A. LEVELS:

1. Level #1 - To be eligible, personnel must have two (2) years of fire service in the City's Fire Department and have a Fire Science Certificate or a minimum of twenty-seven (27) units in fire science related fields as determined by the Fire Chief.

2. Level #2 - To be eligible, personnel must have completed three (3) years of fire service in the City's Fire Department and obtained an Associate of Science degree with a major in Fire Science as determined by the Fire Chief.
3. Level #3 - To be eligible, personnel must have completed three (3) years of fire service in the City’s Fire Department, have an Associate of Science degree with a major in Fire Science, and have completed one (1) of the following:

   (a) Completion of a junior year towards a Baccalaureate degree in Fire Science, Fire Management or other closely related course work at an accredited college; or

   (b) Completion of the State of California Certificated Fire Officer program as recognized by the California State Board of Fire Services.

4. Level #4 - To be eligible, personnel must have completed four (4) years of service in the City’s Fire Department and possess a Baccalaureate degree in Fire Science, Fire Management or other closely related course work as determined by the Fire Chief.

B. MONTHLY COMPENSATION:

Increment #1 $70.00 per month ($0.29 per hour)
Increment #2 $140.00 per month ($0.58 per hour)
Increment #3 $210.00 per month ($0.86 per hour)
Increment #4 $280.00 per month ($1.15 per hour)

ARTICLE XII

TRAVEL ALLOWANCE

Section 12.1. AUTOMOBILE ALLOWANCE. Expense claims for the use of private automobiles must be submitted to the City Manager via the Finance Officer. Such use, if approved will be reimbursed at the rate established by the Internal Revenue Services, making unnecessary the IRS form 1099 reporting on mileage.

ARTICLE XIII

VACATION BENEFIT

Section 13.1. ACCRUAL AND USE
A. Accrual Increments. All increments for accrual and use of vacation leave time shall be in hours or portions thereof.

B. Vacation Accrual.

Each permanent, full-time and probationary employee within the classifications of Firefighter, Firefighter/Paramedic and Engineer shall accrue vacation leave in accordance with the following formula:

(1) 13.0 hours for each month during the first (1st) through fifth (5th) year of employment (156.0 hours annually).

(2) 15.0 hours for each month during the sixth (6th) and seventh (7th) year of employment (180.0 hours annually).

(3) 17.0 hours for each month during the eighth (8th) and ninth (9th) year of employment (204.0 hours annually).

(4) 19.0 hours for each month during the tenth (10th) through the fifteenth (15th) year of employment (240.0 hours annually).

(5) 21 hours for each month during the sixteenth (16th) year through the nineteenth (19th) year of employment (252 hours annually).

(6) 23.0 hours for each month during the twentieth (20th) year through the twenty-fifth (25th) year of employment (276.0 hours annually).

(7) 25.0 hours for each month beginning with the twenty-sixth (26th) and subsequent years of employment (300.0 hours annually).

Each permanent, full-time and probationary employee within the classifications of Captain shall accrue vacation leave in accordance with the following formula:

(1) 14.0 hours for each month during the first (1st) through fifth (5th) year of employment (168.0 hours annually).

(2) 16.0 hours for each month during the sixth (6th) and seventh (7th) year of employment (192.0 hours annually).
(3) 18.0 hours for each month during the eighth (8th) and ninth (9th) year of employment (216.0 hours annually).

(4) 20.0 hours for each month during the tenth (10th) through the fifteenth (15th) year of employment (240.0 hours annually).

(5) 22 hours for each month during the sixteenth (16th) year through the nineteenth (19th) year of employment (264.0 hours annually).

(6) 24.0 hours for each month during the twentieth (20th) through twenty-fifth (25th) year of employment (288.0 hours annually).

(7) 26.0 hours for each month beginning with the twenty-sixth (26th) and subsequent years of employment (312.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee per pay period. Accrual at the next highest incremental rate shall begin the next pay period following the employee's anniversary date of original employment with the City, regardless of any promotions or demotions.

C. Maximum Vacation Accrual. An employee's available vacation hours shall not exceed the following maximum amounts at any given time regardless of classification:

(1) 336.00 hours in the first (1st) through fifth (5th) year of employment.

(2) 384.00 hours in the sixth (6th) and seventh (7th) year of employment.

(3) 432.00 hours in the eighth (8th) and ninth (9th) year of employment.

(4) 480.00 hours in the tenth (10th) through fifteenth (15th) year of employment.

(5) 528.00 hours in the sixteenth (16th) through nineteenth (19th) year of employment.

(6) 576.00 hours for the twentieth (20th) and subsequent years of employment.
(7) 624.00 hours for the twenty-sixth (26th) and subsequent years of employment.

D. Vacation accruals above maximum.

(1) Firefighters, Firefighter/Paramedics, and Engineers. Accrual in excess of the maximum permitted herein may be granted by the City Manager if special circumstances so warrant. The City Manager may approve a lump sum payment for vacation leave, so long as a balance of seventy-two (72) hours remains available for use as vacation.

No accumulation of vacation leave may be made beyond the limits prescribed except as described above.

(2) Captains. Vacation leave in excess of the maximum accrual shall be compensated on the regular payroll following the month in which the maximum accrual was attained at the hourly rate pay in effect in the month of accrual.

Accrual in excess of the maximum permitted herein may be granted by the City Manager if special circumstances so warrant.

Section 13.2. USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval by the department head who shall consider the wishes of the employee and the needs of the City.

All vacation time shall be taken in minimums of twelve (12) hour increments.

An employee shall not be eligible to utilize accrued vacation during the first twelve (12) months of initial full-time employment. While in a probationary period following a promotion, the probationary period will be extended an equivalent time to the time spent on vacation.

Section 13.3. VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 13.1.C. of this Article. Payment shall be at the same hourly rate as was authorized for the employee at the time of submittal of termination notice.
Employees dismissed by the City prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the same hourly rate as was authorized for the initial employment. There shall be no prorating of vacation time.

Employees voluntarily resigning from City service prior to the completion of their initial hire probationary period or six (6) months, whichever is sooner, shall be entitled to payment of accrued vacation leave to the effective date of resignation. There shall be no prorating of vacation time.

When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Administrative Services Officer. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

All payments for accrued vacation leave shall be made at the time of the next regular pay period following the final date of employment with the City.

Section 13.4. ELIGIBILITY. All permanent employees who have successfully completed their initial hire probationary period shall be eligible for paid vacation leave after twelve (12) months of employment, based on the standard vacation accrual formula described in Section 13.1.B. of this Article. If the initial hire probationary period is greater than twelve (12) months, the employee shall be eligible for paid vacation leave after twelve (12) months of employment.

No part-time, provisional, or temporary employees shall be eligible for any vacation accrual.

ARTICLE XIV
HOLIDAY BENEFIT

Section 14.1. HOLIDAY DATES. Fire Department employees shall have the following legal holidays, or one hundred forty-four (144) hours (six [6] shifts) in accordance with this Article:

New Year's Day
President's Day
Memorial Day
Fourth of July
Thanksgiving Day
Christmas Day

Section 14.2. HOLIDAYS WORKED. Employees working on holidays shall receive holiday pay, or time off, plus the employee's regular straight time hourly pay for all hours worked, at the employee's discretion, equivalent to the number of hours worked on the holiday. Employees shall receive no other compensation for working on a holiday, unless overtime is worked by an employee in which event it shall be paid in accordance with the overtime provisions contained herein.

Section 14.3. HOLIDAY ON VACATION DAY. Should one of the holidays listed above fall during an employee's vacation period, or while an employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accumulated vacation.

Section 14.4. HOLIDAY CASH OUT. Holiday time shall be paid out annually in July of each year at the June 30th rate at which the Holiday time was accrued.

ARTICLE XV

SICK LEAVE

Section 15.1. ACCRUAL AND USE.

Sick leave is to be used solely for illness or medical appointment of an affected employee or his/her immediate family, meaning: spouse, natural or adopted child, step-child, brother, sister, parent, stepparent, stepbrother, or stepsister.

Each employee shall accrue six (6) hours of sick leave time at the end of each pay period not to exceed twelve (12) hours per month.

Newly hired employees shall receive seventy-two (72) hours of sick leave time on the date of initial hire as an advance for accruals, and shall be eligible to begin the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of employment.

Employees leaving employment with the City for any reason other than a retirement separation, who have received an advance for accruals of sick leave time and who have used said sick leave time at a rate greater than twelve (12) hours of sick leave
time off for each month of actual employment during the six (6) month period of the 
advance, shall have the amount of sick leave time off used in excess of twelve (12) 
hours per month deducted from the employee's final payroll on an hour for hour basis at 
the employee's hourly salary rate at the time of separation.

An employee shall submit a "Leave Request" form to his/her immediate supervisor no 
less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical 
appointments.

An employee who has been absent from work due to illness shall complete a "Leave 
Request" form on the day he/she returns to work indicating the date, times and nature 
of illness.

SECTION 15.2. MAXIMUM SICK LEAVE ACCRUAL.

A. Firefighters, Firefighter/Paramedics, and Engineers:

   (1) Accrue up to a maximum of three hundred and forty (340) hours Upon 
       reaching the maximum accrual allowed, the employee shall cease to 
       accrue sick leave time until such time as the total accrued hours is less 
       than the maximum permitted, at which time the hours shall accrue in the 
       amount stated herein up to the maximum permitted.

   (2) May have sick leave balances in excess of 260 hours contributed pre-tax 
       at a rate of $.50 on the dollar at their base hourly rate of pay to the 
       Retiree Health Savings plan set up for each individual employee by the 
       City. Employees must maintain a minimum of 260 hours of sick leave in 
       order to be compensated. Accruals will be based on balances as of June 
       30th of each year covered by the Memorandum of Understanding.

       If an RHS plan is not available for the employee or any IRS tax laws conflict, the 
       employee will be cashed out at $.50 on the dollar.

B. Captains:

   (1) Accrue up to a maximum of two hundred and forty (240) hours. Upon 
       reaching the maximum accrual allowed, accrued hours received above the 
       maximum shall be placed in a "bank," only to be used in the event of a 
       catastrophic illness with the approval of the City Manager.
(2) May have sick leave balances in excess of 160 hours contributed pre-tax at a rate of $.50 on the dollar at their base hourly rate of pay to the Retiree Health Savings plan set up for each individual employee by the City. Employees must maintain a minimum of 160 hours of sick leave in order to be compensated. Accruals will be based on balances as of June 30th of each year covered by the Memorandum of Understanding.

If an RHS plan is not available for the employee or any IRS tax laws conflict, the employee will be cashed out at $.50 on the dollar.

No portion of this Section shall be deemed to prevent an employee from utilizing other accrued leave time for the purpose of medical or sick leave.

Employee shall have no vested rights in the accrued sick leave time upon termination with the City.

ARTICLE XVI

LEAVES OF ABSENCE

Section 16.1. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon recommendation from the department head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter, postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.
During any authorized leave of absence without pay an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Memorandum of Understanding. The City shall contribute to an employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental and visual insurance plan or life insurance plan until the employee is reinstated in a permanent position unless otherwise required under state or federal legislation. Vacation leave shall not be accrued beyond the first thirty (30) calendar days of an absence without pay.

Section 16.2. EXTENDED LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 15.1 of this Article shall apply to extended leaves of absence, unless specifically authorized otherwise by the City Council.

Section 16.3. MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her department head of such leave at least ten (10) working days in advance of the beginning date of such leave.

Section 16.4. BEREAVEMENT LEAVE. Effective on July 1, 1989, the death of a member of an affected employee's immediate family; meaning spouse, natural or adopted child, step-child, grandchild, brother, sister, parent, grandparent, great grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:

A. If the death occurred within a two hundred (200) mile radius of the City of San Marino, the employee shall be granted up to two (2) shifts bereavement leave.

B. If the death occurred outside a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to three (3) shifts bereavement leave.
Section 16.5. JURY DUTY. Every permanent employee covered under this agreement who is called or required to serve as a trial juror shall be entitled to be absent with full pay from duties not to exceed 40 hours of actual jury service in court within a three year period. The employee shall provide evidence of jury duty notification to management within four days of receipt, but no less than one week prior to reporting for jury duty. Additionally, the employee shall provide evidence of actual hours of jury duty service in order to be eligible for compensation. For the purpose of this section, full pay shall be the employee’s base salary exclusive of premium pay or overtime. Jury duty hours shall not be counted as hours worked pursuant to FLSA.

Section 16.6. FAMILY CARE AND MEDICAL LEAVE. Under federal and state law, the City is required to provide up to 12 weeks of job-protected leave, paid or unpaid, for medical reasons with continued healthcare benefits under the same terms and conditions as when the employee is working, for the birth or adoption of a child; and for the care of a child, spouse, or parent who has a serious health condition. The following provisions set forth unit members’ rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code § 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

The City will grant FMLA/CFRA to all employees who request leave under FMLA/CFRA in accordance with the law. Whenever FMLA is requested by an employee it will run concurrently with CFRA (where applicable).

An employee must be employed with the City for at least 12 months and worked at least 1,250 hours during the 12 months. A member’s entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the last date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave, the City will look back over the previous 12-month period to determine how much leave has been used in determining how much leave a member is entitled to.
If a member requests leave for any reason permitted under the law, he/she must exhaust all accrued leaves in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave.

Member must fill out the following applicable forms in connection with leave under this Article:

1. Employee must provide at least 30 day’s written notice, when possible, by filling out a "Request for Family or Medical Leave Form" prepared by the City to be eligible for leave;

2. Medical certification - either for the member’s own serious health condition or for the serious health condition of a child, parent or spouse;

3. Authorization for payroll deductions for benefit plan coverage continuation; and

4. Fitness for duty to return from leave form.

ARTICLE XVII

INSURANCE AND RELATED FLEXIBLE BENEFITS

Section 17.1. FLEXIBLE MEDICAL BENEFITS. Effective February 1, 2009 the City of San Marino shall commence participation in the California Public Employees’ Medical and Hospital Care Act, Government Code Sections 22750 et. Seq. The employer contribution for annuitants shall at all times equal employer contribution paid for active employees. Medical benefits shall be under the CalPERS medical program.

Section 17.2. OTHER HEALTH BENEFITS. The City shall make available to current employees group dental, vision and life insurance and long term disability insurance programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually. The City shall notify employees of the join/remove period by providing a notice with payroll at least three (3) weeks prior to the time period.

The City shall permit a payroll deduction for Myers-Stevens Life Insurance as long as at least ten (10) Fire Department members maintain coverage.

Section 17.3. EMPLOYEE PARTICIPATION. All employees shall be covered under the CalPERS medical program, except as provided for herein. The employee may select from
the CalPERS plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the CalPERS health plan as permitted by the insurance company. Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee's paycheck to pay the difference.

Should the employee select a program which is less than the City's current contribution, employees may place the difference in a deferred compensation plan provided by the City for each dollar remaining or the difference may be taken as cash (less applicable taxes). Said cash out, shall not be compensable to CalPERS as salary pursuant to California Code of Regulations, Chapter 2, Article 5, Section 572 (2CCR571).

If an employee is able to provide proof of coverage under a spouse's or other health insurance plan, the employee need not obtain health insurance under the City's provided CalPERS medical program. All employees electing not to participate in the City's CalPERS medical program shall be required to:

1. Submit adequate written proof of medical coverage;
2. Provide the City with no less than thirty (30) days written notice before any such medical coverage is canceled; and
3. Execute a liability and hold harmless release form removing the City from all liability resulting from medical coverage or the lack thereof.

For employees who have or continue to exercise the cash-out option the following shall apply:

- Only employees currently exercising the cash-out option may utilize this option. The current cash-out amount is “capped” at the existing amount; it may not be increased in the future. If reduced in the future, it may not go back up.
- Current Employees not utilizing benefit may not utilize the benefit in the future.
- Additional flex dollars (7/01/2019, 07/01/2020 and 07/01/2021) may not be cashed out, but may be used towards additional health insurance, life insurance, vision insurance and/or dental insurance.
- New hires are not eligible for any cash out.

Section 17.04. CITY CONTRIBUTION. The City's contribution is established at two-hundred dollars ($200.00) per month per annuitant and active employee. This monthly
contribution shall only increase as required by the Board of Administration of the California Public Employees' Retirement System or the State Legislation, as set forth in Government Code Section 22892.

Section 17.05. FLEXIBLE FLOATING FRINGE BENEFIT POOL. Beginning January 1, 2013, the City of San Marino will establish a flexible floating fringe benefit pool ("FFBP") for currently active employees. This "FFBP" shall not be used by any current annuitants or future annuitants. The purpose of the "FFBP" is to provide currently active employees with additional health insurance, life insurance, vision insurance and dental insurance. The City of San Marino shall contribute the following, a flat rate of one thousand dollars ($1,000.00) per month on behalf of each currently active employee to the "FFBP". This rate shall remain unchanged unless agreement is reached through the meet and confer process.

July 1, 2019: Eleven Hundred Dollars ($1,100.00)
July 1, 2020: Twelve Hundred Dollars ($1,200.00)
July 1, 2021: Thirteen Hundred Dollars ($1,300.00)

In the event that the "FFBP" fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference.

SECTION 17.06. FLORES DECISION. For employees who have or continue to exercise the cash-out option the following shall apply:

Federal Labor Standards Act (FLSA) Overtime: On June 2, 2016, the United States Court of Appeals for the Ninth Circuit published its opinion in Danny Flores v. City of San Gabriel (the "decision"), which indicated that the City's payment of unused health benefits must be included in the regular rate of pay and thus in the calculation of overtime. The City and the Association understand that the City of San Gabriel will be petitioning the United States Supreme Court for review. Until such time as a final decision is in effect (either denial of the petition by the United States Supreme Court or a decision by the United States Supreme Court), the City and the Association mutually agree to hold implementation of that decision in abeyance.

If, and when, the decision becomes final in favor of the individual plaintiffs, the City will:
Recalculate FLSA overtime retroactive to June 28, 2015 according to the decision;
Prospectively pay FLSA overtime according to the decision;
Cease allowing employees to "cash out" FFBP and require employees to place all monies in deferred compensation.

The City and Association acknowledge that this language completes satisfaction of any liability, both retroactive and prospective, for FLSA overtime under the decision. If, and when, the decision becomes final in favor of the City of San Gabriel, the City will allow employees to cash out and/or place monies in deferred compensation at the employees’ option.

Section 17.7. RETIREMENT HEALTH SAVINGS PLAN

The City agrees to sponsor a Retirement Health Savings Plan (RHS), pursuant to the employee group agreeing on contributions and meeting the RHS plan criteria, and all legal requirements pertaining to such a plan. Contributions must be confined to areas of compensation already outlined within this Memorandum of Understanding that are otherwise available to the employee.

Section 17.8. RETIREE PARTICIPATION. Retirees, who have retired under a CalPERS retirement program after a minimum of five (5) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, the dental program and the vision plan provided by the City for current employees as provided in this Article.

Retirees and their dependents shall be eligible to remain in the CalPERS medical program for as long as they shall meet the requirements of said program. Retirees shall be eligible to participate in the other health programs provided for herein until they reach the age of sixty-five (65). Retirees may carry dependent coverage under the health programs (other than CalPERS medical) provided for herein until the dependent reaches the age of sixty-five (65).

Retirees shall be provided $200 per month to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance due. Should the retiree select a program(s) costing less than the amount provided by the City, the employee shall have no rights to the balance available.
Each August 1st thereafter, the City shall increase the contribution available to retirees by the amount required by the CalPERS medical program.

Section 17.9. LONG TERM DISABILITY INSURANCE. The City shall provide a Long Term Disability (LTD) insurance program for affected employees. The cost of the LTD Insurance shall be split 50/50 between the City and the employee. The cost for said LTD insurance shall be paid by the employee through payroll deduction.

The Long Term Disability program shall be with a thirty (30) day elimination period or as otherwise mutually agreed; with sixty six and two-thirds percent (66-2/3) of salary benefits; and with coverage as provided for under the Harry J. Wilson, Insurance Center Inc. Program.

All affected employees shall be required to participate in the Long Term Disability insurance program.

Section 17.10 LIFE INSURANCE. The City shall provide a life insurance benefit in the amount of fifty thousand dollars ($50,000.00) per employee. The cost of the life insurance shall be split 50/50 between the City and the employee. The employee cost for said life insurance shall be paid by the employee from the monthly City contribution provided in Section 17.04 of this article. All affected employees shall be required to participate in the life insurance program. An employee may buy additional life insurance at their own cost.

ARTICLE XVIII

RETIREMENT BENEFIT

Section 18.1. CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees’ Retirement System. Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees’ Retirement System heretofore approved by the City Council. The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as “1959 Survivor Benefit, Fourth Level” based on the schedule of benefits as set forth in the California Public Employees Retirement System.
(CalPERS) Section 21382.4 of the California Government Code. Each employee will contribute ninety-three cents ($0.93) per pay period. The City will contribute a $4.00 premium rate. Any future increase in premium rates will be borne by the employee.

Section 18.2. RETIREMENT PLAN. The City’s retirement plan for Tier I is three percent (3%) at 50 formula for employees hired prior to July 1, 2006; and Tier II, three percent (3%) at 55 formula for employees hired after July 1, 2006 and before January 1, 2013, based upon the “single highest year.” Beginning January 1, 2013, in accordance with AB 340, all new hires/members retirement formula will be 2% @ 57 with the “three year average” for final compensation provision (Tier III), and all new hires/members covered under Tier III will pay the employee’s 50% of the total normal costs of CalPERS contribution rate.

For Tiers I and II, the affected employees shall pay that portion of the employees’ share of the required retirement contribution to CalPERS, not to exceed 9% of the employee’s base compensation as defined by the Public Employees Retirement Law, Government Code Section 20000, et. seq.
ARTICLE XIX

LAYOFF PROCEDURE

Section 19.1. NEED FOR LAYOFF. Whenever it becomes necessary, in the opinion of the City Council, to abolish a position or to reduce the number of employees in a given classification in the classified service, the City Council may so by stating in its proceedings its reasons therefore. However, no permanent full-time employee shall be separated from any department while there are emergency, seasonal, probationary, part-time or temporary employees serving in the same classification of positions in the City.

Section 19.2. ORDER OF SEPARATION. In each classification in which there is to be a layoff, employees shall be separated from employment according to his/her seniority within service. In case of the same hiring date, seniority shall be based upon hiring order.

Section 19.3. BUMPING RIGHTS. The employee laid off shall be entitled to be displaced to a position in a classification in which he/she formerly held a permanent appointment, and in which there is an employee with less seniority in service; and if physically and mentally able to perform duties of the former classification. Any employee so displaced shall be considered as laid off for the same reason as the person who displaced him/her; and shall in the same manner be eligible to displace to a position and classification in which he/she formerly held a permanent position and accrued seniority status. In cases of equal seniority, the aforementioned criteria shall prevail.

Section 19.4. WRITTEN NOTICE OF LAYOFF / REEMPLOYMENT RIGHTS. The employee laid off shall be given written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff and shall be informed of their reemployment status in writing.

The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be based on: last employee laid off is the first employee on the list, with other employees eligible in sequential order thereafter. Such list shall be used by the appointing officer when a vacancy for that class is to be filled before certification. Said reemployment list shall exist for one year.
Section 19.5. REAPPOINTMENT. The appointing officer shall reinstate the former employee to the highest available position in the layoff reemployment list, if any.

Section 19.6. RE-EMPLOYMENT PROCEDURE. The names of all permanent and nonpermanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be eligible for reemployment. Such reemployment list shall be based on: last employee laid off is the first employee on the list and first to be reemployed, with other employees being eligible in sequential order thereafter. Said list shall exist for one year and shall have preference over all other employment lists.

ARTICLE XX

CONDITIONS OF CONTINUED EMPLOYMENT

Section 20.1. EMT-P LICENSE. All Firefighters/Paramedics shall possess and maintain a valid California Paramedic (EMT-P) license and accreditation to practice in Los Angeles County, to include attending all required training and continued education.

Section 20.2. EMT-1 LICENSE. All covered employees who are not licensed and accredited as a Paramedic shall maintain an Emergency Medical Technician-1 (EMT-1) certificate valid in Los Angeles County, to include attending all required training and continued education.

Section 20.3 DRIVER'S LICENSE. All covered employees shall maintain a valid California Class C Driver's License with Firefighter endorsement. Engineers shall maintain a valid California Class C Driver's License with Firefighter endorsement, and complete a City provided medical exam biennially to include eyesight, blood pressure testing, and urinalysis to ensure ongoing driver and public safety. Urinalysis testing shall be for the sole purpose of presence of ketones and/or blood.

ARTICLE XXI

SCOPE OF MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding shall supersede all prior contract and memorandums of contract, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire
relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.
ARTICLE XXII

EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City’s ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Memorandum of Understanding will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE XXIII

REOPENNERS DURING THE MOU

During the term of this MOU, the parties agree to reopen the MOU on the following subjects:

1. Revision of current Personnel Rules.
2. Revision of current Performance Evaluation Form(s).
3. Implementation/Impact of the pending payroll audit.
4. Out-side Services Pay.

Any changes to the above subjects shall require either mutual agreement or exhaustion of the impasse process (including fact finding).

In the event that either statutory or case law is changed to allow future hires to be excluded from the CalPERS retirement system, the parties agree to reopen the MOU on the subject of exclusion of new hire employees from the CALPERS retirement system. Any change to this subject shall require mutual agreement.

ARTICLE XXIVII

SEPARABILITY PROVISION
Should any provisions of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE XXIV

TERM OF MEMORANDUM OF UNDERSTANDING

During the term of this Memorandum of Understanding, the City has the exclusive and sole right to re-open the Memorandum of Understanding on the subject of Personnel Rules. The City agrees to meet and confer in good faith on the subject of Personnel Rules. The failure of the parties to reach mutual agreement shall not preclude the City from unilateral Implementation of the Personnel Rules. The failure to reach mutual agreement is not subject to the impasse procedure; the Memorandum of Understanding grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in the Superior Court.
The term of this Memorandum of Understanding shall commence upon San Marino Firefighters Association ratification and adoption by the City Council; shall be applied retroactively to July 1, 2019; and, shall continue in full force and effect until June 30, 2022.

CITY OF SAN MARINO

By __________________________

By __________________________

By __________________________

By __________________________

FIREFIGHTERS ASSOCIATION

By __________________________

By __________________________
EXHIBIT “A”

WAGE BENEFIT SCHEDULE

New employees will be eligible for their first step increase after six (6) months of employment. Service or Merit increases will require evaluation, recommendation by the Fire Chief, and approval by the City Manager.

### Monthly Rates Effective: 7/6/2019

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### Notes

Monthly rates are rounded to the nearest dollar.

Merit increases are based on the following table for all employees:

- **Step A**  - for first six (6) months of employment.
- **Step B (*)**  - eligible after six (6) months of employment.
- **Step C (**)**  - eligible after eighteen (18) months of employment.
- **Step D (**)**  - eligible after thirty (30) months of employment.
- **Step E (**)**  - eligible after forty-two (42) months of employment.

(*) Based on initial six (6) months of probation.

(**) Based on merit recommended by Fire Chief and subject to the approval of the City Manager.
Attachment 5:

Police Officers’ Association MOU – clean copy
MEMORANDUM OF UNDERSTANDING

CITY OF SAN MARINO

AND

SAN MARINO POLICE OFFICERS' ASSOCIATION

JULY 1, 2019 THROUGH JUNE 30, 2022
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CITY OF SAN MARINO
AND
SAN MARINO POLICE OFFICERS' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

ARTICLE 01
RECOGNITION OF THE ORGANIZATION

Section 01.01. RECOGNITION. The City of San Marino (hereinafter called the "City") has recognized the San Marino Police Officers' Association (hereinafter called the "Association") as the majority representative of employees in the classifications of Police Officer, Police Corporal, and Police Sergeant (affected employees).

Section 01.02. MAJORITY REPRESENTATION. The City shall recognize the Association as the majority representative of all employees in these classifications for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code 3500 et seq., when the City rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.
ARTICLE 02
NON-DISCRIMINATION PLEDGE

Section 02.01. EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500 et seq.

Section 02.02. NO DISCRIMINATION. The City and the Association agree that they shall not discriminate against any employee because of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), age, national origin, disability, political or religious opinions or affiliations, marital status, or genetic information. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.
ARTICLE 03
CITY RIGHTS

Section 03.01. RESERVED RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include but not be limited to the following rights:

(A) To manage the City generally and to determine the issues of policy;

(B) To determine the existence or nonexistence of facts which are the basis of the Management decision;

(C) To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;

(D) To determine the nature, manner, means, technology and extent of services to be provided to the public;

(E) To establish methods of financing;

(F) To establish types of equipment or technology to be used;

(G) To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;

(H) To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract or subcontract for any work or operation of the City;

(I) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;

(J) To relieve employees from duties for lack of work or similar non-disciplinary reasons;

(K) To establish and modify productivity and performance programs and standards for City operations;

(L) To discharge, suspend, demote, or otherwise discipline employees for proper cause;

(M) To determine job classifications and to reclassify employees;
(N) To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's rules and regulations;

(O) To determine policies, procedures, and standards for selection, training, and promotion of employees;

(P) To establish employee performance standards, including but not limited to quality and quantity standards; and to require compliance therewith;

(Q) To maintain order and efficiency in its facilities and operations;

(R) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;

(S) To take any and all necessary action to carry out the mission of the City in emergencies;

(T) To determine the mission of its constituent departments, boards, and commissions;

(U) To establish the need and use of personnel information for employees and the means by which that information is to be provided. Employees retain their rights to privacy as provided by law.

Section 03.02. IMPACT OF CITY RIGHTS. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact upon employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.
ARTICLE 04
ORGANIZATION RIGHTS

Section 04.01. DUES DEDUCTIONS. The City shall deduct dues, on a regular basis, from the pay of all employees recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a form to be provided for this purpose, which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within five (5) working days of the date of the payroll.

Section 04.02. INDEMNIFICATION. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the dues deductions or transmittal of such funds to the Association, except the intentional or negligent failure of the City to transmit to the Association, monies deducted from employees pursuant to this Article.
ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

Section 05.01. ASSOCIATION PROHIBITED CONDUCT. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, or any other concerted job action, by withholding or refusing to perform services.

Compliance with the request of other labor organizations to engage in such activities is included in this prohibition.

Section 05.02. NO LOCKOUT. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Agreement or applicable ordinance or law.

Section 05.03. ASSOCIATION RESPONSIBILITY. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 05.01 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding, and request that all such persons immediately cease engaging in conduct prohibited in Section 05.01 above, and return to work.
ARTICLE 06
PROBATION

Section 06.01. PROBATION PERIOD. An employee initially appointed to a class shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. For all Association members, the initial probationary period shall be eighteen (18) months beginning the effective date of the class of employment for which the employee has been hired. An employee who has been promoted to a higher classification within the Association shall be on probation for six (6) months. Under certain conditions, if necessary to adequately evaluate such employee, with the approval of the City Manager and the Police Chief, the probationary period may be shortened or extended.

Lateral transfer officers hired by the department will be subject to a 12-month probationary period under the following circumstances:

(a) The hired officer must possess a Basic POST certificate or higher.

(b) The hired officer must have at least three (3) years police experience acting as a full-time paid police officer with an agency in the State of California as defined by California Penal Code Section 830.1.

(c) The hired officer must demonstrate suitability for the job.

(d) The hired officer must have recent service with a State, County, or Municipal agency within three (3) years or less at the time of appointment.

(e) The Chief of Police and/or City Manager shall have the discretion to shorten or extend the probationary period if deemed appropriate.

Section 06.02. PERMANENT STATUS. The employee shall attain permanent status in the class upon successful completion of the probationary period.
ARTICLE 07
GRIEVANCES

Section 07.01. PURPOSE OF GRIEVANCE PROCEDURE. This grievance procedure establishes a means by which an employee grievance may be considered, discussed, and resolved in a timely manner and at the closest possible level to the point of origin.

Section 07.02. DEFINITION. A "grievance" shall be defined as a controversy between the City and the Association or an employee or employees covered by this Agreement. Such controversy must pertain to the following:

(A) Any matter involving the interpretation of any provision of this Agreement, City Rules and Regulations, Salary Resolution or other written documents covering wages, hours, and other terms and conditions of employment;

(B) Any matter involving the violations of any provisions or intent of this Agreement, City Rules and Regulations, Salary Resolutions or other written documents covering wages, hours, and other terms and conditions of employment.

Section 07.03. GUIDELINES.

(A) The grievant is entitled to representation of his/her choice.

(B) Employees are assured freedom from reprisal for using the grievance procedure. An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, shall not in any way be coerced, intimidated, or discriminated against.

(C) The grieving employee and/or his/her representative may use a reasonable amount of work time in conferring and presenting the grievance and appeal. However, no employee shall be absent from the assigned work place without first obtaining approval from his/her supervisor.

(D) There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below:

   Step 1. An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance or reasonable knowledge of the event giving rise to the grievance. The supervisor or management representative shall give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance, and the giving of such answer will terminate Step 1.
Step 2. If the grievance is not settled in Step 1, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Agreement alleged to have been violated, signed and dated by the employee and presented to the Police Chief within ten (10) calendar days after termination of Step 1. A meeting with the employee, employee's representative and Police Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is received by the Police Chief. The Police Chief may invite other members of management to be present at such meeting. The Police Chief shall give a written reply by the end of the tenth (10th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2.

Step 3. If the grievance is not settled in Step 2, the employee shall reduce his/her grievance to writing and submit it to the City Manager within ten (10) calendar days after the termination of Step 2. The City Manager shall arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is referred to Step 3. A written decision shall be rendered within ten (10) days from the date of such meeting.

Section 07.04. TIME LIMITS. The limits set forth above may be extended by mutual agreement between the parties, but neither party shall be required to so agree.

Section 07.05. NO CHANGES. It is not intended that the grievance procedure shall be used to effect changes in the established salary and fringe benefits.

Section 07.06. ARBITRATION (ADVISORY). Grievances which are not settled pursuant to the grievance procedure above and which the employee desires to contest further, shall be submitted to arbitration as provided below:

(A) As soon as possible and in any event not later than ten (10) calendar days after the City Manager has received written notice from the employee of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) calendar days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the State Conciliation Service or Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

(B) Either the City or the employee may call any employee as a witness, and the employer agrees to release said witness from work if he/she is on duty.

(C) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other.
(D) The decision of the arbitrator within the limits herein prescribed shall be advisory to the City Council.

(E) The arbitrator may hear and determine only one grievance at a time without the expressed agreement of the City and the Association.

(F) The cost of the arbitration shall be shared equally between the City and the Association.

(G) If the City Council fails to act after two (2) regular meetings, the arbitration will be final and binding.
ARTICLE 08
WAGE AND SALARY POLICY

Section 08.01. BASIC COMPENSATION PLAN. There is hereby established a basic compensation plan for all members of the Association who are now employed or will in the future be employed in any of the designated classifications of employment listed in this Agreement.

Section 08.02. SALARY AND WAGE SCHEDULES. Salaries for employees subject to this Agreement are those listed in Exhibit A.

The salary and wage schedules attached hereto shall constitute the basic compensation plan consisting of five (5) steps or rates of pay.

The respective steps shall be identified by the letters "A" to "E" inclusive.

Section 08.03. ADMINISTRATION OF BASIC COMPENSATION PLAN.
Effective July 1, 2019, all classifications shall receive a base salary increase of three percent (3%).

Effective July 1, 2019 the following classifications shall receive “equity” adjustments as follows:

- Police Officer: Three Percent (3%)
- Corporal: Three Percent (3%)
- Police Sergeant: Four Percent (4%)

The above equity increases do not compound with the base salary increases. The new Salary Schedule is set forth in Exhibit A.

Effective July 1, 2020, all classifications shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

Effective July 1, 2021, All classification shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

For all full time employees who have a regular weekly work schedule, the hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080.

In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

Section 08.04. BEGINNING RATES. A new employee of the City of San Marino shall be paid the rate shown in Step "A", allocated to the class of employment for which the employee has been hired, except that on the request of the Police Chief and the authorization of the City Manager, or City Council as required by City Code, such employee may be placed in
SIGNING/RECRUITING/RETENTION BONUS. A Police Officer shall receive the following amounts as a Signing/Recruiting/Retention Bonus:

First Day of Employment: Twenty-five hundred dollars ($2,500.00)

Eighteen (18) Months of Employment: Twenty-five hundred dollars ($2,500.00)

Forty-Two (42) Months of Employment: Twenty-five hundred dollars ($2,500.00)

Current employees who have/did not receive the First Day of Employment bonus, may be eligible for the Eighteen (18) Months of Employment and/or Forty-Two (42) Months of Employment bonus if these respective anniversary dates occur during the term of this MOU.

SERVICE. The word "service," as used in this Memorandum of Understanding shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary and having generally similar duties and requirements. A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Agreement unless waived by the Police Chief and approved by the City Manager. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be reemployed within one (1) year and placed in the same salary step in the appropriate compensation rate as the employee was at the time of the termination of employment, at the discretion of the Police Chief and approved by the City Manager.

ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement:

(A) Service Advancements. After the salary of an employee has been first established and fixed under this plan, such employee shall be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of six months of continuous full time employment.

(B) Merit Advancement. An employee may be considered for advancement from one step to the next highest step upon completion of one year. The effective date of such merit increase, if granted, shall be the first day of the next pay period following approval by the City Manager or his/her designee. Advancement to any step shall be granted only for continuous, meritorious, and efficient service by the employee in the effective performance of his/her position. To be effective, a merit advancement requires that the Police Chief shall file with the City Manager or his/her designee a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefor. The personnel evaluation may be used in providing said reasons.

(C) Special Merit Advancement. In such cases as may occur wherein an employee shall
demonstrate exceptional ability and proficiency in the performance of the employee’s duties, the Police Chief may recommend to the City Manager that said employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Memorandum of Understanding. The City Manager may, on the basis of the Police Chief’s recommendation, approve or deny such an advancement.

(D) **Length of Service Required When Advancement is Denied.** When an employee has not been approved for advancement to the higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in the above paragraph of this Section.

**Section 08.08. REDUCTION OF SALARY STEPS.** For disciplinary reasons, any employee who is being paid on a salary step higher than Step "A" may be reduced by one or more steps upon the recommendation of the Police Chief with the approval of the City Manager or his/her designee. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 08.06, and such employee may be considered for re-advancement under the provisions as contained in subsection (C) of Section 08.06.

**Section 08.09. COMPENSATION INCREASES FOR PROMOTIONS.** Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee’s last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit increase shall be given until after six (6) months in the higher classification regardless of the requirement for a probationary period. Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification. The schedule for eligibility for increases as stated in Section 08.06 of this Article shall apply for such employees.

**Section 08.10. COMPENSATION ON DEMOTION.** When an employee is demoted, the employee shall retain the same step as he/she held in the previous salary. Increases in compensation shall thenceforth be in accordance with the schedule set forth in Section 08.06 of this Article as if the employee was originally employed in the new classification.
ARTICLE 09
OTHER WAGE AND HOURLY BENEFITS

Section 09.01. OUT OF CLASS. When an affected employee, other than a Watch Commander, is required to work as a Watch Commander to fill a temporary vacancy, such employee shall be compensated for such period, including his/her educational incentive, hour for hour, at 10% above police officer, Step "E".

Section 09.02. PATROL WORK SCHEDULE. Officers assigned to patrol work three (3) 12.33 hour (12 hours, 20 minute) shifts each week and every fourth week they work an additional 12 hour shift. As a result, they work alternating two week pay periods of 74 and 86 hours. This shift schedule is commonly referred to as a “3/12.”

Police management and the Association representatives shall meet as needed to review and make adjustments to ensure efficient and effective patrol operations. Final approval of all adjustments to the 3-12 work schedule rests with the Chief of Police. Officers with specialty positions shall be assigned work schedules as directed by the Chief of Police or his designee.

Section 09.03. OVERTIME (Effective January 20, 2020)

(A) Work Period
The City has exercised its ability to take a statutory “7K” exemption for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length.

(B) Overtime Calculation
All employees required to perform in excess of one-hundred and seventy-one (171) hours in a twenty-eight (28) day cycle shall receive compensation at the rate of time and one-half his/her Fair Labor Standards Act (“FLSA”) regular rate of pay.

In determining an employee’s eligibility for overtime compensation in a work period, paid leaves of absences and unpaid leaves of absences shall be excluded from the total hours worked. Paid leave of absences include, but are not limited to, the following:

(1) Vacation
(2) Holiday Leave
(3) Sick Leave
(4) Administrative Leave
(5) Workers’ Compensation Leave
(6) 4850 Time
(7) Jury Duty
(8) Bereavement Leave
(9) Military Leave

(C) Overtime Authorization
All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is
obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee’s failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, may result in disciplinary action.

(D) Compensatory Time
In lieu of receiving cash payment for hours worked in excess of one-hundred and seventy-one (171) hours during the twenty-eight (28) day work period, an employee may elect the option of taking compensatory time off. Compensatory time shall be earned at the time and one half rate for each hour worked.

No employee shall accrue more than two hundred (200) hours of such compensatory time. Should any employee exceed two hundred (200) hours of accrued compensatory time, he/she shall receive compensation at the rate of time and one-half his/her regular rate of pay.

Compensatory time shall be paid out annually in July of each year at the rate in effect the last full pay period of the fiscal year in which the compensatory time was accrued. Upon request, an employee may carry-over up to 40 hours compensatory time from one fiscal year to the next. In order to exercise this option, employees must notify payroll in writing of the number of hours he/she wishes to carry-over by June 15th of each year.

Section 09.04. USAGE OF COMPENSATORY TIME PREVIOUSLY EARNED.
Accumulated compensatory time off may be taken by an employee upon reasonable written notice and prior approval of the Police Chief, Commander, or Lieutenant. The affected Watch Commander may permit an employee to use accumulated compensatory time off to be relieved from the work day, provided it will not cause the shift to be understaffed. Accumulated compensatory time off shall be taken off by an employee when directed by the Police Chief; provided, however, that the Police Chief shall give fourteen (14) days’ prior notice to the date accumulated compensatory time off is to be taken. Compensatory time off upon direction of the Police Chief shall not be less than eight (8) hours.
In directing an employee to take accumulated compensatory time off, the Police Chief will, as far as practicable, attempt to accommodate employee convenience to the degree possible in light of the operational requirements of the Police Department.

Section 09.05. SHIFT TRADES
The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee’s desire or need to attend to a personal matter and not due to the department’s operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay or other extra compensation will be waived for both individuals during the period they work for the other. Any hours worked beyond the normal work day will be credited to the individual actually doing the work.

“Paybacks” of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within one (1) calendar year of the date of the initial shift trade.
Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

A record of all initial shift trades and “paybacks” shall be maintained by the involved employees on forms provided by the department (“Shift Trade Log”).

If one individual fails to appear for the other (regardless of the reason), the person who was originally scheduled will be listed as absent without leave and may be subject to disciplinary action.

Section 09.06. CALL BACK COMPENSATION. Affected employees called back for work shall be paid a minimum of four (4) hours compensation at time and one-half. An affected employee shall be deemed to have been called back if the employee has been released by the Watch Commander as having completed the employee's assigned duties at the end of his/her shift end and is called back to authorized duty.

Section 09.07. COURT TIME. Whenever an affected employee is called upon to attend court regarding a matter arising from his/her employment relationship with the City, such employee shall be paid as follows:

(A) ATTENDING COURT ON A WORKDAY

(1) A minimum of three (3) hours compensation at time and one-half for all court appearances scheduled at 8:30 am which fall on a regularly scheduled workday but do not occur during the officer's regular work hours.

(2) A minimum of four (4) hours compensation at time and one-half for all court appearances scheduled at 10:00 am which fall on a regularly scheduled workday but do not occur during the officer's regular work hours.

(3) A minimum of four (4) hours at time and one-half, for all court appearances scheduled at 1:30 pm which fall on a regularly scheduled workday but do not occur during the officer's regular work hours.

(4) No additional compensation shall be paid for court appearances which occur during the officer's regular work hours.

(B) ATTENDING COURT ON A DAY OFF

(1) A minimum of four (4) hours compensation at time and one-half for all court appearances, regardless of the time listed on the subpoena, which fall on the officer's normally scheduled day off.

(C) OTHER COURT TIME

(1) An officer served with an "on call" subpoena or ordered "on call" by the department shall be paid at the officer's standard rate, hour for hour. The employee will call the designated representative of the Police Department before the time indicated on the "on call" subpoena or department "on call"
order. For morning court subpoenas, if the officer does not receive a notification, he/she is off call at noon.

(2) If an officer receives two separate subpoenas to court for a morning and an afternoon appearance on the same day, the officer shall receive four hours of compensation at time and a one-half for the morning court appearance and four hours of compensation at time and one-half for the afternoon appearance.

(3) An officer served with a "telephonic" subpoena (ex. DMV hearings) shall be paid at time and one-half a minimum of one (1) hour compensation for all hours worked (on the phone) which fall on the officer's normally scheduled day off. A minimum of two (2) hours shall be paid at time and one-half for all hours worked (on the phone) which fall on the officer's regularly scheduled workday but do not occur during the officer's regular work hours.

(4) When an Officer working the graveyard shift is required to report to court after working his/her shift, the Officer shall notify the on-duty Watch Commander who, under the direction of the Patrol Lieutenant or Commander, will work with the individual to develop an appropriate schedule (reporting time for back to work following court).

Section 09.08. SPECIALTY ASSIGNMENTS AND SPECIAL PAY.
The specialty assignments represented within this section are at-will assignments, and are initiated and concluded at the sole discretion of the Police Chief. To satisfy the provisions of the Public Safety Officer's Procedural Bill of Rights Section 3301 (b), an employee who is removed and/or reassigned from a specialty assignment may appeal this decision in writing and/or verbally to the City Manager within 10 days of notice of removal and/or reassignment. The appeal to the City Manager is not an evidentiary hearing; it is an opportunity for the employee to present reasons why he/she should not be re-assigned. The City Manager's determination will be final. Removal and/or reassignment from a specialty assignment is not grounds for a grievance pursuant to Article 7 of this MOU and/or appeal of discipline pursuant to City Personnel Rules Chapter I-14: Disciplinary Action and Effect, and Chapter I-15: Appeal and Hearing Procedure.

(A) Field Training Officer. An employee assigned as a Field Training Officer shall receive compensation in the amount of $300 per month ($1.73 per hour) in addition to his/her base salary during the time periods he/she is actively assigned to provide training.

(B) Detective. An employee assigned as a Detective shall receive compensation in the amount of $300 per month ($1.73 per hour) in addition to his/her base salary while serving in this specialty assignment.

(C) Motor Officer. An employee assigned as a Motor Officer shall receive compensation in the amount of $300 per month ($1.73 per hour) in addition to his/her base salary while serving in this specialty assignment. This additional compensation is intended to compensate the Motor Officer for performance of the specialized duties of the assignment as well as off-duty Motor Officer activities including off-duty hours spent
cleaning and maintaining the motorcycle.

(D) Firearms Instructor. An employee assigned as a Firearms Instructor shall receive compensation in the amount of $150 per month ($0.87 per hour) in addition to his/her base salary while serving in this specialty assignment. Employees can only earn Firearms Instructor or Defensive Tactics Instructor specialty pay, not both.

(E) Defensive Tactics Instructor. An employee assigned as a Defensive Tactics Instructor shall receive compensation in the amount of $150 per month ($0.87 per hour) in addition to his/her base salary while serving in this specialty assignment. Employees can only earn Firearms Instructor or Defensive Tactics Instructor specialty pay, not both.

(F) Administrative Sergeant. An employee assigned as an Administrative Sergeant shall receive compensation in the amount of $300 per month ($1.73 per hour) in addition to his/her base salary while serving in this specialty assignment.

Section 09.09. BILINGUAL PAY.

An employee who demonstrates fluency in Cantonese, Taiwanese, Mandarin, and/or Spanish (or any other language as determined by the City Manager) shall receive compensation in the amount of $100 per month ($0.58 per hour). In exchange, the employee agrees to use his/her fluency to communicate and translate as needed. Qualification for bilingual pay shall be subject to successful completion of a proficiency exam as determined by the City Manager's Office. Bilingual pay will start at the beginning of the pay period immediately following the employee’s successful completion of a proficiency exam. Biennial requalification will be required for continuation of bilingual pay.

Section 09.10. OTHER ASSIGNMENTS AND SPECIAL PAY PRACTICE.

(A) Outside Assignments. Whenever an affected employee is assigned to serve as security for movie companies, weddings, carnivals, fairs, or any similar occurrence, the employee shall receive a minimum of four hour's pay at their current (FLSA) wage.

(B) Range Qualification. An affected employee shall be compensated in compensatory time off or pay, for a minimum of one and one-half (1.5) hours, whenever the employee engages in mandatory firearm qualification on the shooting range when not on scheduled duty.

(C) Staff Meetings. A minimum compensation of four hours at time and a half shall be provided to employees who attend a regularly scheduled staff meeting, range meeting, or field training officer meeting during what would otherwise be off-duty time.

(D) Computing Overtime. Range qualification and staff meetings shall be included as "hours worked" for the purpose of computing overtime.
ARTICLE 10
EDUCATION WAGE BENEFIT AND CAREER
DEVELOPMENT PROGRAM

Section 10.01. EDUCATIONAL INCENTIVE. As an incentive for educational advancement, the City shall pay an employee who has successfully completed his/her probationary period the following increase over and above the employee's base salary, for the corresponding levels of education experience and police experience:

<table>
<thead>
<tr>
<th>Incentive Pay Group</th>
<th>Education and Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>(1) P.O.S.T. Intermediate Certificate, or (2) Associate of Arts Degree and 3 years' police experience.</td>
</tr>
<tr>
<td>II</td>
<td>(1) P.O.S.T. Intermediate Certificate and (a) Associate of Arts Degree, or (b) Junior standing in college; or (2) P.O.S.T. Advanced Certificate and 3 years' police experience.</td>
</tr>
<tr>
<td>III</td>
<td>(1) P.O.S.T. Advanced Certificate and (a) Associates of Arts Degree, or (b) junior standing in college; or (2) Baccalaureate Degree, P.O.S.T. Intermediate Certificate, and 3 years' police experience.</td>
</tr>
<tr>
<td>IV</td>
<td>(1) Baccalaureate Degree, P.O.S.T. Advanced Certificate, and 6 years' police experience.</td>
</tr>
</tbody>
</table>

Section 10.02. TUITION REIMBURSEMENT PLAN. During each fiscal year of this MOU, the City and the Association shall each contribute Five Thousand dollars ($5,000) to fund this plan. If there are unused funds at the end of the fiscal year, the parties contributions for the following fiscal year shall be shared equally to bring the total funds available for the that fiscal year to ten thousand dollars ($10,000.00). Use of these funds shall be governed by Section 10.04, Allocation of Funds.

Permanent employees receiving prior approval from their department head and from the City Manager shall be eligible to receive tuition reimbursement pursuant to this Memorandum of Understanding for course work leading to or as a prerequisite for a degree or certification which is directly related to the employee's position and duties with the City.

The City shall reimburse employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees, such as mileage, activity cards end other optional fees shall not be reimbursed. The following rules
shall apply for reimbursement:

Courses must relate to the employee's present job or directly relate to the employee's potential development with the City.

(A) Course work taken at accredited institutions as recognized by the Western Association of Schools and Colleges shall be considered for reimbursement. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.

(B) Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.

(C) In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this plan.

(D) Course books for which an employee receives reimbursement shall become the property of the City. Books may be sold by the City back to the educational institution book store and monies received returned to the City. Employees who wish to keep course books shall not be reimbursed for same.

(E) If an employee, of his/her own volition, withdraws from a course before completion, he/she will refund to the City all monies paid by the City toward that course. If an employee is forced to withdraw due to job reasons, and with the City Manager's approval, no refund will be necessary.

(F) An employee who leaves the employment of the City before completion of the semester, and therefore does not complete the course(s) while working for the City, shall refund all monies paid him by the City for the course(s). No prorating will be permitted.

(G) Upon completion of each semester, the employee shall be responsible for reporting grades received to the City Manager or his/her designee for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon receipt of proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Section. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Tuition reimbursement shall not be allowed for internship courses or independent study courses where course work requirements are considered solely a continuing condition of employment.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary actions.
Section 10.03. LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than the cost for the same level of course (i.e., undergraduate, graduate) as charged by a school in the California State University system.

An employee may request reimbursement for general tuition for a degree program in lieu of reimbursement for an individual course. In such case the amount of tuition reimbursement shall not exceed the cost of general tuition for a California State resident in a school in the California State University under the same semester periods as the degree program requested.

In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed the amount of general tuition in a school in the California State University system for two (2) semesters or the same amount for another term structure.

Section 10.04. ALLOCATION OF FUNDS. The maximum annual reimbursement is $2,500 per member. The actual amount may vary based on available funds and the number of members submitting for reimbursement and the total amount requested by applicants.

The amount of funds to be dispersed will be established at the end of the fiscal year and will be based on the number of applicants and the total amount requested.

If the total amount requested exceeds $10,000, then the following will apply:

The $2,500 maximum per applicant will be reduced for all applicants to an amount which will result in a cumulative maximum of $10,000.

a. Example 1: 10 members apply. One for $2,500 and the others for $1,000 each. The maximum benefit would be reduced to $1,000 for each applicant.

b. Example 2: 5 members apply. Four for $2,500 and one for $1,000. The maximum benefit would be reduced to $2,250 for each applicant.
ARTICLE 11
TRAVEL ALLOWANCE

Section 11.01. AUTOMOBILE ALLOWANCE. Expense claims for the use of private automobiles must be submitted to the City Manager via the Finance Officer for payment on the next available warrant register. Such use, if approved, will be reimbursed at the rate established by the Internal Revenue Service, making unnecessary the IRS form 1099 reporting on mileage.

(A) Officers will not be reimbursed for private automobile usage when subpoenaed to appear in court.

(B) Officers who use their private automobile as transportation to and from off-site training courses/classes will secure the approval of the Patrol Commander or Lieutenant prior to submitting any mileage reimbursement form. For all off-site training mandated by the Department, Officers will either be reimbursed for use of their private automobile or will be provided a vehicle by the Department.

When securing approval for mileage reimbursement, the officer shall notify the Sergeant who, under the direction of the Patrol Commander or Lieutenant, will work with the individual to determine the feasibility of driving his or her private vehicle to all off-site department training courses/classes.

(C) An officer scheduled to attend a training class on their regular scheduled work day shall compute travel time based on current FLSA guidelines.

(D) An officer who attends an eight (8) hour (or longer) training class on their normally scheduled work day (or flexed work days to attend the training) will not be required to return to the station following the training unless they have utilized a vehicle provided by the Department. Additionally, resident trainees (lodging at the training location) will not be required to return to the station. The training class will constitute a full workday for the affected employee.

(E) An officer who attends a training class on their normally scheduled workday (or flexed work days to attend training) which is less than eight (8) hours will have the option of using compensatory time, vacation time, or will return to the station to complete their work day unless prior approval has been obtained by the Watch Commander.

Section 11.02. REIMBURSEMENT PROCEDURE. No sooner than one week prior to seeking an advancement of funds for business travels, meals, and meetings, the employee shall submit the "Employee Reimbursement for Business Travels, Meals and Meetings" form to the Operations Bureau Commander or Lieutenant. Within ten (10) days of returning from the event, the employee shall present all receipts to the Division Commander or Lieutenant for reconciliation.

All remaining balances shall be settled within 10 days of reconciliation.
ARTICLE 12
UNIFORM ALLOWANCE

Section 12.01. UNIFORM MAINTENANCE. Each affected employee shall receive a lump sum payment of $700 for uniform maintenance on the first paycheck issued in July 2016, and an additional $50 in December 2016 for a total of $750 for fiscal year 2016-17. This annual benefit shall increase to $800 for fiscal year 2017-18 and to $850 for fiscal year 2018-19, with lump sum payments made in the first paycheck issued in July 2017 and July 2018 respectively.

Affected employees hired after July 1 shall receive a prorated payment not to include the month of hire. The warrant check will be paid within two months of the date of hire. It shall be the responsibility of the new employee to submit the necessary prorated payment request to the Patrol Lieutenant or Commander.

If an affected employee voluntarily terminates employment with the City, the officer shall reimburse the City for that portion of the unused uniform maintenance on a prorated basis.

If an employee's uniform or necessary related personal items are damaged as a result of the performance of official duties, the City shall replace the item at no cost to the employee as determined and approved by the Police Chief or Chiefs designee.

Section 12.02. BALLISTIC BODY ARMOR. Each effected new employee (new hire), shall be furnished a ballistic body armor at no cost to the employee. The ballistic body armor shall conform to the specifications as determined by police management staff and Association Board members. The City shall replace the ballistic body armor at an interval recommended by the ballistic body armor manufacturer. Once a ballistic body armor has been purchased and/or assigned to the affected employee, it shall be mandatory for the officer to wear the ballistic body armor at all times during hours while assigned to uniform duty. Ballistic body armors shall remain property of the City. Personal purchased body armor shall not be allowed under any circumstances.

(A) An officer who purchases the approved patrol outer vest shall only be permitted to wear the vest year as specified in the Uniform Policy as modified by the Police Chief in January 2017.

(B) An officer shall also have the option of carrying the city issued ASP or personally owned straight stick as defined in the policy manual.

(C) All officers shall wear a black t-shirt under their uniform as defined in the policy manual.
ARTICLE 13
VACATION BENEFIT

Section 13.01. INCREMENTS OF ACCRUAL AND USE

(A) **Accrual Increments.** All increments for accrual and use of vacation leave time shall be in hours or portions thereof.

(B) **Vacation Accrual.** Each permanent, full-time and probationary employee shall accrue vacation leave in accordance with the following formula:

1. 7.4 hours for each month during the first (1st) through fifth (5th) year of employment (88.8 hours annually).
2. 8.0 hours for each month during the sixth (6th) year of employment (96.0 hours annually).
3. 8.7 hours for each month during the seventh (7th) year of employment (104.4 hours annually).
4. 9.4 hours for each month during the eighth (8th) year of employment (112.8 hours annually).
5. 10.0 hours for each month during the ninth (9th) year to fourteenth (14th) year of employment (120.0 hours annually).
6. 13.4 hours for each month beginning with the fifteenth (15th) to nineteenth (19th) year of employment (160.8 hours annually). 15.0 hours for each month beginning with the twentieth (20th) year of employment (180.0 hours annually).
7. 15.0 hours for each month beginning with the twentieth (20th) year of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee only at the end of the month in which the employee was in the service of the City. If employment begins prior to the fifteenth (15th) of the month, vacation leave shall be accrued for that month. If employment begins after the fifteenth (15th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the fifteenth (15th) day of the month no vacation leave shall be accrued for that month. Vacation leave shall be accrued per pay period.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is the first (1st) of the month the higher rate shall be credited for that month. If the anniversary date is the fifteenth (15th) of the month the higher rate shall begin with the first (1st) day of the following month.
(C) **Maximum Vacation Accrual.** An employee's available vacation hours shall not exceed the following maximum amounts at any given time:

1. 177.6 hours in the first (1st) through fifth (5th) year of employment.
2. 192.0 hours in the sixth (6th) year of employment.
3. 208.8 hours in the seventh (7th) year of employment.
4. 225.6 hours in the eighth (8th) year of employment.
5. 240.00 hours in the ninth (9th) through fourteenth (14th) year of employment.
6. 321.6 hours for the fifteenth (15th) through nineteenth (19th) year of employment.
7. 360.0 hours for the twentieth (20th) and subsequent years of employment.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximums established herein if special circumstances, as determined by the City Manager, so warrant.

**Section 13.02. USE OF VACATION.** The dates of vacation leave may be selected by the employee, but shall be subject to prior approval by the department head who shall consider the wishes of the employee and the needs of the City.

Vacation leave time of more than one shift shall be requested as follows:

(A) Sworn personnel assigned to patrol shall select their preferred vacation leave dates at the time of shift sign ups, based on seniority. Should more than one Team member select the same leave period, and replacement personnel are needed to maintain minimum team strength, the Department will assign one (1) sworn replacement position per team. If additional replacements positions are needed, it will be the responsibility of the affected sworn member to obtain their replacement. The Patrol Lieutenant or Commander may utilize other sworn members of the Department to accommodate leave request needs, if necessary.

(B) If an employee wants to change the leave requested after the process in subsection (A) is completed, that employee may request only dates which remain available after the procedure in subsection (A) is completed.

(C) After shift sign ups and not less than eleven (11) nor more than forty (40) calendar days prior to the date on which the vacation leave is to begin, the employee shall complete, sign and submit to the Watch Commander a "Leave Request" form. The watch commander shall approve or deny the request within twenty-four (24) hours of receiving the request and submit same to the Patrol Division Lieutenant or Commander.

(D) The department head and the City Manager or his/her designee shall review and approve or deny the vacation leave request no later than seven (7) calendar days from the date of receipt of said request. If a request is denied, the employee shall be
Approved vacation leave will not be voided unless unforeseen conditions arise which would affect the Department's ability to perform its basic functions, and after giving due consideration to the affected employee(s) vacation request.

Vacation leave for one work day or less may be requested one working day in advance by an employee on a "Leave Request" form and approved by the Watch Commander. If the Watch Commander requests a day off, the approval must be by a Lieutenant, the Bureau Commander or Chief of Police.

An employee shall not be eligible to utilize accrued vacation time during the first twelve (12) months of initial full-time employment. While in a probationary period following a promotion, if more than 80 hours of vacation or combined sick leave and vacation is taken, the probationary period will be extended an equivalent time to the time spent on vacation or combined sick leave and vacation.

Section 13.03. VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 13.0l(C) of this Article. Payment shall be at the same hourly rate as was authorized for the employee at the time of submittal of termination notice.

Employees dismissed by the City prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the same hourly rate as was authorized for the initial employment.

Employees voluntarily resigning from City service prior to the completion of their initial hire probationary period or six (6) months, whichever is sooner, shall be entitled to payment of accrued vacation leave to the effective date of resignation.

When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with an authorized representative from the City. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

All payments for accrued vacation leave shall be made at time of the next regular City payroll following the final date of employment with the City.

Section 13.04. ELIGIBILITY. All permanent employees who have successfully completed their initial hire probationary period shall be eligible for paid vacation leave after twelve (12) months of employment, based on the standard vacation accrual formula described in Section 13.0l(B) of this Article. If the initial hire probationary period is greater than twelve (12) months, the employee shall be eligible for paid vacation leave after twelve (12) months of employment.

No part-time, provisional, or temporary employees shall be eligible for any vacation accrual.
ARTICLE 14
HOLIDAY BENEFIT

Section 14.01. HOLIDAY DATES. Affected employees shall receive eleven (11) holidays per calendar year: six (6) days at eight (8) hours per day for a total of forty-eight (48) hours of paid holiday -- New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day -- and five (5) days at eight (8) hours per day for a total of forty (40) hours to be utilized in the same manner as vacation hours with pay.

The five (5) days totaling forty (40) hours used as vacation shall be credited to the employee in eight (8) hour increments on the following days -- President's Day, Veteran's Day, Friday after Thanksgiving, Christmas Eve, and New Year's Eve.

Section 14.02. HOLIDAYS WORKED. Not withstanding Section 09.03, if an employee works his/her regularly scheduled workday on one of the six (6) designated holidays above he/she shall be paid time and one-half for all hours worked. Additionally, he/she shall be credited with compensatory time (straight time) for half of the hours worked.

If the employee is working a sick or vacation relief on one of the six (6) designated holidays above, he/she shall be paid time and one-half for all hours worked. Additionally, he/she shall be credited with compensatory time (straight time) for all hours worked.

This shall apply only to those six holidays where employees have previously received holiday pay (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).

Section 14.03. ELIGIBILITY. In order to be eligible to receive holiday pay, an employee must have worked, or be on scheduled vacation, the employee's regular scheduled day before and regularly scheduled day after the holiday.

Section 14.04. HOLIDAY ON VACATION DAY. Should one of the six (6) days at eight (8) hours per day totaling forty-eight (48) hours of holiday leave listed above fall during an employee's vacation period, the employee shall receive either holiday pay of eight (8) hours or have the leave time charged against the employee's accumulated vacation.
ARTICLE 15
LEAVES OF ABSENCE

Section 15.01. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon recommendation from the department head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee’s personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter, postage paid, addressed to the employee’s last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Agreement. The City shall contribute to an employee's medical health plan, dental and visual insurance plan, and life insurance plan for the first thirty (30) calendar days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental and visual insurance plan, or life insurance plan until the employee is reinstated in a permanent position. Vacation leave shall not be accrued beyond the first thirty (30) calendar days of an absence without pay.

Section 15.02. EXTENDED LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 15.01 of this Article shall apply to extended leaves of absence, unless specifically authorized otherwise by the City Council.

Section 15.03. MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her department head of such leave at least ten (10) working days in advance of the beginning date of such leave.

Section 15.04. SICK LEAVE. Sick leave shall be utilized solely for:
• Diagnosis, care or treatment of an existing health condition or preventative care for an employee or an employee's family member(s). Family member includes parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

• To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking as described in Labor Code Section 230(c) and 230.1(a).

Each affected employee shall accrue four (4) hours of sick leave time per pay period, up to a maximum of three hundred and forty (340) hours. Upon reaching the maximum accrual allowed, the employee shall cease to accrue sick leave time until such time as the total accrued hours is less than the maximum permitted, at which time the hours shall accrue in the amount state herein up to the maximum permitted.

An employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

Newly hired employees shall receive forty-eight (48) hours of sick leave time on the date of initial hire as an one-time advance for accruals, and shall be eligible to begin to accrual per pay period as provided for herein beginning on the first day of the month following completion of six (6) months of employment.

Newly hired employees leaving the employment with the City for any reason, who have received an advance for accruals of sick leave time and who have used said sick leave time at a rate greater than eight (8) hours of sick leave time off for each month of actual employment during the six (6) month period of the advance, shall have the amount of sick leave time off used in excess of eight (8) hours per month deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time separation.

In the event an employee experiences a catastrophic illness, the employee may be credited donated sick leave hours from other employees' sick leave accruals upon prior approval of the City Manager. The employee must first exhaust all their sick and vacation leave prior to receiving any sick leave donation.

No portion of this Section shall be deemed to prevent an employee from utilizing other accrued leave time for the purpose of medical or sick leave.

Each year covered by this contract, officers may elect to cash out sick leave balances in excess of 260 hours at a rate of 50 cents on the dollar at their regular hourly rate of pay. Employees must maintain a minimum of 260 hours of sick leave in order to be compensated. Accruals will be based on balances as of June 30th of each year covered by the contract.

Employee shall have no vested rights in the accrued sick leave time upon termination with the City.

Section 15.05. BEREAVEMENT LEAVE. On the death of a member of an affected
employee's immediate family; meaning spouse, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:

(A) If the death occurred within a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to three (3) workdays paid bereavement leave.

(B) If the death occurred outside a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to four (4) workdays paid bereavement leave.

(C) Upon request by the affected employee, the City Manager may grant paid bereavement leave in excess of the leave provided above. The City Manager's decision regarding any request for additional paid bereavement leave shall not be subject to the grievance and arbitration procedure contained in Article 07.

Section 15.06. JURY DUTY. Every permanent employee covered under this agreement who is called or required to serve as a trial juror shall be entitled to be absent with full pay from duties not to exceed 40 hours within a three year period and only during the period of such service of while necessarily being present in court as a result of such jury service. The employee shall present a certificate of such jury service to the Administration in order to be eligible for compensation. For the purpose of this section, full pay shall be the employee's base salary exclusive of premium pay or overtime.
ARTICLE 16
INSURANCE AND RELATED BENEFITS

Section 16.1. FLEXIBLE MEDICAL BENEFITS. Effective February 1, 2009 the City of San Marino commenced participation in the Public Employees' Medical and Hospital Care Act, Government Code Sections 22750 et. Seq. The employer contribution for annuitants shall at all times equal employer contribution paid for active employees. Medical benefits shall be under the P.E.R.S. medical program.

Section 16.2. OTHER HEALTH BENEFITS. The City shall make available to current employees group dental, vision and life insurance and long term disability insurance programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually. The City shall notify employees of the join/remove period by providing a notice with payroll at least three (3) weeks prior to the time period.

Section 16.3. EMPLOYEE PARTICIPATION. All employees shall be covered under the P.E.R.S. medical program, except as provided for herein. The employee may select from the P.E.R.S. plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the P.E.R.S. health plan as permitted by the insurance company. Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee's paycheck to pay the difference.

If an employee is able to provide proof of coverage under a spouse's or other health insurance plan, the employee need not obtain health insurance under the City's provided P.E.R.S. medical program. All employees electing not to participate in the City's P.E.R.S. medical program shall be required to:

1. Submit adequate written proof of medical coverage;
2. Provide the City with no less than thirty (30) days written notice before any such medical coverage is canceled; and
3. Execute a liability and hold harmless release form removing the City from all liability resulting from medical coverage or the lack thereof.

Should the employee select a program which is less than the City's current contribution, employees may place the difference in a deferred compensation plan provided by the City for each dollar remaining or may be taken as cash (less applicable taxes). Said cash out, shall not be compensable to CalPERS as salary pursuant to California Code of Regulations Chapter 2, Article 5, Section 571 (2CCR571).

For employees who have or continue to exercise the cash-out option the following shall apply:

- Only employees currently exercising the cash-out option may utilize this option. The current cash-out amount is "capped" at the existing amount; it may not be increased in
the future. If reduced in the future, it may not go back up.

- Current Employees not utilizing benefit may not utilize the benefit in the future.
- Additional flex dollars (7/01/2019, 07/01/2020 and 07/01/2021) may not be cashed out, but may be used towards additional health insurance, life insurance, vision insurance, and/or dental insurance.
- New hires are not eligible for any cash out.

Section 16.4. CITY CONTRIBUTION. The City’s contribution is established at two hundred seventy-five dollars ($275) per month per annuitant and active employee. This monthly contribution shall only increase as required by the Board of Administration of the Public Employees’ Retirement System or the State Legislation, as set forth in Government Code Section 22892.

The City of San Marino will establish a flexible floating fringe benefit pool ("FFBP") for currently active employees. This "FFBP" shall not be used by any current annuitants or future annuitants. The purpose of the "FFBP" is to provide currently active employees with additional health insurance, life insurance, vision insurance and dental insurance. The City of San Marino shall contribute the following flat rates on behalf of each currently active employee to the "FFBP":

- July 1, 2019: One Thousand and Twenty-Five Dollars ($1,025.00) per month
- July 1, 2020: Eleven Hundred and Twenty-Five Dollars ($1,125.00) per month
- July 1, 2021: Twelve Hundred and Twenty-Five Dollars ($1,225.00) per month

In the event that the "FFBP" fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference.

Section 16.5. RETIREE PARTICIPATION. Retirees, who have retired under a P.E.R.S. retirement program after a minimum of five (5) years of full-time employment with the City, shall be eligible to participate in the P.E.R.S. medical program, the dental program and the vision plan provided by the City for current employees as provided in this Article.

Retirees and their dependents shall be eligible to remain in the P.E.R.S. medical program for as long as they shall meet the requirements of said program. Retirees shall be eligible to participate in the other health programs provided for herein until they reach the age of sixty-five (65).

Retirees may carry dependent coverage under the health programs (other than P.E.R.S. medical) provided for herein until the dependent reaches the age of sixty-five (65).

Retirees shall be provided $275 per month to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance due. Should
the retiree select a program(s) costing less than the amount provided by the City, the employee shall have no rights to the balance available.

Each August 1st thereafter, the City shall increase the contribution available to retirees by the amount required by the P.E.R.S. medical program.

Section 16.06. LONG TERM DISABILITY INSURANCE. The City shall provide a Long Term Disability (LTD) insurance program for affected employees. The cost of the LTD Insurance shall be split 50/50 between the City and the employee. The employee cost for said LTD insurance shall be paid by the employee from the monthly City contribution provided for in Section 16.04 of this Article.

The Long Term Disability program shall be with a sixty (60) day elimination period; with seventy-five percent (75%) of salary benefits as defined by the plan; and with coverage as provided for under the California Law Enforcement Association program.

All affected employees shall be required to participate in the Long Term Disability insurance program.

Section 16.07. FLEXIBLE REIMBURSEMENT PLAN. The City shall provide a flexible reimbursement plan for medical and dental insurance premiums and deductibles and dependent care, as permitted by Section 125 of the Internal Revenue Code.

Section 16.08. LIFE INSURANCE. The City shall provide a life insurance benefit in the amount of fifty thousand dollars ($50,000.00) per employee. The cost of the life insurance shall be split 50/50 between the City and the employee. The employee cost for said life insurance shall be paid by the employee from the monthly City contribution provided in Section 16.04 of this Article.

All affected employees shall be required to participate in the life insurance program. An employee may buy additional life insurance at their own cost.
ARTICLE 17
RETIREMENT PROMOTIONS

Section 17.01. PROMOTION ON RETIREMENT. Each officer of the department who occupies a position of Sergeant or lower, may be promoted to the next higher rank upon retirement, if both of the following conditions exist:

(A) The officer shall certify to the Police Chief and the City Manager, in writing, that he/she has officially notified the State Employees' Retirement System of his/her intention to retire; and

(B) The Police Chief and the City Manager, in their discretion, shall specifically recommend such promotion in recognition of the long, faithful and efficient service of the officer.

All such promotions shall be made on a temporary basis for a maximum of thirty (30) days. Such temporary promotions may be made without regard to the number of positions budgeted for any rank, and shall not result in any change in salary or allowances received by the officer in the duty assigned.
ARTICLE 18
RETIREMENT
BENEFIT

Section 18.01. P.E.R.S. MEMBERSHIP. The City is a contract member of the Public Employees' Retirement System. Such membership shall be maintained and employee eligibility, contributions, and benefits are as prescribed in the contract between the City and the Public Employees' Retirement System heretofore approved by the City Council. The City shall pay on behalf of each affected employee that portion of the employees' share of the required retirement contribution to P.E.R.S., not to exceed 9% of the employee's base compensation as defined by the Public Employee's Retirement Law, Government Code Section 20000 et seq. The City will report these payments as being those of the affected employee's so that they will be credited to the particular employee's individual account with P.E.R.S.

The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as "1959 Survivor Benefit, Fourth Level" based on the schedule of benefits as set forth in the California Public Employees' Retirement System (PERS) Section 21574 of the California Government Code. Each employee will make a contribution per pay period and the City will contribute a normal cost of no more than $4 per month per covered member as determined in the valuation report. Any future increases in the costs will be borne by the employee.

Section 18.02. RETIREMENT PLAN.

The City shall maintain a retirement benefit based upon the single highest year compensation for the safety employee hired before November 18, 2012 with a 3% @ 50 plan.

The City shall maintain a retirement benefit based on a "three year average final compensation" for the safety employee hired on or after November 18, 2012 with a 2% @ 55 plan.

Pursuant to the Public Employees' Pension Reform Act, safety employees hired on or after January 1, 2013, shall have a 2% at 57 retirement formula with a three year average final compensation.

All safety employees (in any tier) shall pay the employee's share of PERS. The employee's PERS share amount is dependent upon the employee's date of hire and corresponding retirement plan.
ARTICLE 19
LAYOFF PROCEDURE

Section 19.01. NEED FOR LAYOFF. Whenever it becomes necessary, in the opinion of the City Council, to abolish a position or to reduce the number of employees in a given class in the classified service, the City Council may do so by stating in its proceedings its reasons therefore. However, no permanent full-time employee shall be separated from any department while there are emergency, seasonal, probationary, part-time or temporary employees serving in the same class of positions in the City.

Section 19.02. ORDER OF SEPARATION. In each classification in which there is to be a layoff, employees shall be separated from employment according to the employee's seniority within service. In case of the same hiring date, seniority shall be based upon hiring order.

Section 19.03. BUMPING RIGHTS. The employees laid off shall be entitled to displace to a position in the next lower class. Any employee so displaced shall be considered as laid off for the same reason as the person who displaced the employee and shall in the same manner be eligible to displace to the next lower class.

Section 19.04. WRITTEN NOTICE OF LAYOFF/REEMPLOYMENT RIGHTS. The employee laid off shall be given written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff and shall be informed of their reemployment status in writing.

The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be based on last employee laid off is the first employee on the list, with other employees eligible in sequential order thereafter. Such list shall be used by the appointing officer when a vacancy for that class is to be filled before certification. Said reemployment list shall exist for one year.

Section 19.05. REAPPOINTMENT. The appointing officer shall reinstate the former employee to the highest available position in the layoff reemployment list, if any.

Section 19.06. REEMPLOYMENT PROCEDURE. The names of all permanent and nonpermanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be eligible for reemployment. Such reemployment list shall be based on: last employee laid off is the first employee on the list and first to be reemployed, with other employees being eligible in sequential order thereafter. Said list shall exist for one year and shall have preference over all other employment lists.
ARTICLE 20
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.
ARTICLE 21
WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

During the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by the Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Without negating the provisions of this Article, the parties agree to the following two (2) exceptions to this waiver: 1) as specified in Section 16.4, and 2) to discuss potential changes resulting from a comprehensive update of the Personnel Rules. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.
ARTICLE 22
EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City’s ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Memorandum of Understanding will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the Memorandum of Understanding during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.
ARTICLE 23
AMERICANS WITH DISABILITIES ACT

Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.
ARTICLE 24
REOPENNERS DURING THE MOU

During the term of this MOU, the parties agree to reopen the MOU on the following subjects:

1. Establishment of a retirement health savings plan/trust.
2. Revision of current Personnel Rules.
3. Revision of current Performance Evaluation Form(s).
4. Implementation/Impact of the pending payroll audit.

Any changes to the above subjects shall require either mutual agreement or exhaustion of the impasse process (including fact finding).

In the event that either statutory or case law is changed to allow future hires to be excluded from the CalPERS retirement system, the parties agree to reopen the MOU on the subject of exclusion of new hire employees from the CALPERS retirement system. Any change to this subject shall require mutual agreement.
ARTICLE 25
SEPARABILITY PROVISION

Should any provisions of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. The parties shall meet and confer over a new provision to replace any such provision stricken by law.
ARTICLE 26
TERM OF MEMORANDUM OF UNDERSTANDING

This Agreement shall become effective upon ratification by the Association and adoption by the City Council. The Agreement shall remain in effect from July 1, 2019 through June 30, 2022.
ARTICLE 27
RATIFICATION AND EXECUTION

The City's and the Association's representatives have reached an understanding as to certain recommendations to be made to the City Council of the City of San Marino and have agreed that the parties will jointly urge the Council to adopt a new wage and salary resolution which will provide for the changes contained in this Memorandum of Understanding. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council.

CITY OF SAN MARINO

SAN MARINO POLICE
OFFICERS' ASSOCIATION

By:__________________________   By:______________________________

By:__________________________   By:______________________________

By:__________________________   By:______________________________

By:__________________________   By:______________________________
EXHIBIT A: SAN MARINO POLICE OFFICERS' SALARY SCHEDULE

EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

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<th>CLASSIFICATION</th>
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EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2022

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The Police Education Incentive during this contract period is as follows.

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<th>Sergeant + Base</th>
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Merit increases are based on the following table for all employees in this bargaining unit:

- **Step A**: First six (6) months of employment.
- **Step B (*)**: Eligible after six (6) months of employment.
- **Step C (**)**: Eligible after eighteen (18) months of employment.
- **Step D (**)**: Eligible after thirty (30) months of employment.
- **Step E (**)**: Eligible after forty-two (42) months of employment.

(*) based on initial six (6) months of probation.

(**) based on merit recommended by Police Chief and subject to the approval of the City Manager.
Attachment 6:

Police Officers’ Association MOU – red line version
MEMORANDUM OF UNDERSTANDING

CITY OF SAN MARINO

AND

SAN MARINO POLICE OFFICERS' ASSOCIATION

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CITY OF SAN MARINO
AND
SAN MARINO POLICE OFFICERS’ ASSOCIATION

MEMORANDUM OF UNDERSTANDING

ARTICLE 01
RECOGNITION OF THE ORGANIZATION

Section 01.01. RECOGNITION. The City of San Marino (hereinafter called the "City") has recognized the San Marino Police Officers' Association (hereinafter called the "Association") as the majority representative of employees in the classifications of Police Officer, Police Corporal, and Police Sergeant (affected employees).

Section 01.02. MAJORITY REPRESENTATION. The City shall recognize the Association as the majority representative of all employees in these classifications for the purpose of meeting its obligations under this Agreement, the Meyers-Milius-Brown Act, Government Code 3500 et seq., when the City rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.
ARTICLE 02
NON-DISCRIMINATION PLEDGE

Section 02.01. EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500 et seq.

Section 02.02. NO DISCRIMINATION. The City and the Association agree that they shall not discriminate against any employee because of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), age, national origin, disability, political or religious opinions or affiliations, marital status, or genetic information. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.
ARTICLE 03
CITY RIGHTS

Section 03.01. RESERVED RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include but not be limited to the following rights:

(A) To manage the City generally and to determine the issues of policy;

(B) To determine the existence or nonexistence of facts which are the basis of the Management decision;

(C) To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;

(D) To determine the nature, manner, means, technology and extent of services to be provided to the public;

(E) To establish methods of financing;

(F) To establish types of equipment or technology to be used;

(G) To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;

(H) To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract or subcontract for any work or operation of the City;

(I) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;

(J) To relieve employees from duties for lack of work or similar non-disciplinary reasons;

(K) To establish and modify productivity and performance programs and standards for City operations;

(L) To discharge, suspend, demote, or otherwise discipline employees for proper cause;

(M) To determine job classifications and to reclassify employees;
(N) To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's rules and regulations;

(O) To determine policies, procedures, and standards for selection, training, and promotion of employees;

(P) To establish employee performance standards, including but not limited to quality and quantity standards; and to require compliance therewith;

(Q) To maintain order and efficiency in its facilities and operations;

(R) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;

(S) To take any and all necessary action to carry out the mission of the City in emergencies;

(T) To determine the mission of its constituent departments, boards, and commissions;

(U) To establish the need and use of personnel information for employees and the means by which that information is to be provided. Employees retain their rights to privacy as provided by law.

Section 03.02. IMPACT OF CITY RIGHTS. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact upon employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.
ARTICLE 04
ORGANIZATION RIGHTS

Section 04.01. DUES DEDUCTIONS. The City shall deduct dues, on a regular basis, from the pay of all employees recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a form to be provided for this purpose, which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within five (5) working days of the date of the payroll.

Section 04.02. INDEMNIFICATION. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the dues deductions or transmittal of such funds to the Association, except the intentional or negligent failure of the City to transmit to the Association, monies deducted from employees pursuant to this Article.
ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

Section 05.01. ASSOCIATION PROHIBITED CONDUCT. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, or any other concerted job action, by withholding or refusing to perform services.

Compliance with the request of other labor organizations to engage in such activities is included in this prohibition.

Section 05.02. NO LOCKOUT. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Agreement or applicable ordinance or law.

Section 05.03. ASSOCIATION RESPONSIBILITY. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 05.01 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding, and request that all such persons immediately cease engaging in conduct prohibited in Section 05.01 above, and return to work.
ARTICLE 06
PROBATION

Section 06.01. PROBATION PERIOD. An employee initially appointed to a class shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. For all Association members, the initial probationary period shall be eighteen (18) months beginning the effective date of the class of employment for which the employee has been hired. An employee who has been promoted to a higher classification within the Association shall be on probation for six (6) months. Under certain conditions, if necessary to adequately evaluate such employee, with the approval of the City Manager and the Police Chief, the probationary period may be shortened or extended.

Lateral transfer officers hired by the department will be subject to a 12-month probationary period under the following circumstances:

(a) The hired officer must possess a Basic POST certificate or higher.
(b) The hired officer must have at least three (3) years police experience acting as a full-time paid police officer with an agency in the State of California as defined by California Penal Code Section 830.1.
(c) The hired officer must demonstrate suitability for the job.
(d) The hired officer must have recent service with a State, County, or Municipal agency within three (3) years or less at the time of appointment.
(e) The Chief of Police and/or City Manager shall have the discretion to shorten or extend the probationary period if deemed appropriate.

Section 06.02. PERMANENT STATUS. The employee shall attain permanent status in the class upon successful completion of the probationary period.
ARTICLE 07
GRIEVANCES

Section 07.01. PURPOSE OF GRIEVANCE PROCEDURE. This grievance procedure establishes a means by which an employee grievance may be considered, discussed, and resolved in a timely manner and at the closest possible level to the point of origin.

Section 07.02. DEFINITION. A "grievance" shall be defined as a controversy between the City and the Association or an employee or employees covered by this Agreement. Such controversy must pertain to the following:

(A) Any matter involving the interpretation of any provision of this Agreement, City Rules and Regulations, Salary Resolution or other written documents covering wages, hours, and other terms and conditions of employment;

(B) Any matter involving the violations of any provisions or intent of this Agreement, City Rules and Regulations, Salary Resolutions or other written documents covering wages, hours, and other terms and conditions of employment.

Section 07.03. GUIDELINES.

(A) The grievant is entitled to representation of his/her choice.

(B) Employees are assured freedom from reprisal for using the grievance procedure. An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, shall not in any way be coerced, intimidated, or discriminated against.

(C) The grieving employee and/or his/her representative may use a reasonable amount of work time in conferring and presenting the grievance and appeal. However, no employee shall be absent from the assigned work place without first obtaining approval from his/her supervisor.

(D) There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below:

Step 1. An employee’s grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance or reasonable knowledge of the event giving rise to the grievance. The supervisor or management representative shall give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance, and the giving of such answer will terminate Step 1.
Step 2. If the grievance is not settled in Step 1, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Agreement alleged to have been violated, signed and dated by the employee and presented to the Police Chief within ten (10) calendar days after termination of Step 1. A meeting with the employee, employee's representative and Police Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is received by the Police Chief. The Police Chief may invite other members of management to be present at such meeting. The Police Chief shall give a written reply by the end of the tenth (10th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2.

Step 3. If the grievance is not settled in Step 2, the employee shall reduce his/her grievance to writing and submit it to the City Manager within ten (10) calendar days after the termination of Step 2. The City Manager shall arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is referred to Step 3. A written decision shall be rendered within ten (10) days from the date of such meeting.

Section 07.04. TIME LIMITS. The limits set forth above may be extended by mutual agreement between the parties, but neither party shall be required to so agree.

Section 07.05. NO CHANGES. It is not intended that the grievance procedure shall be used to effect changes in the established salary and fringe benefits.

Section 07.06. ARBITRATION (ADVISORY). Grievances which are not settled pursuant to the grievance procedure above and which the employee desires to contest further, shall be submitted to arbitration as provided below:

(A) As soon as possible and in any event not later than ten (10) calendar days after the City Manager has received written notice from the employee of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) calendar days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the State Conciliation Service or Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

(B) Either the City or the employee may call any employee as a witness, and the employer agrees to release said witness from work if he/she is on duty.

(C) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other.
(D) The decision of the arbitrator within the limits herein prescribed shall be advisory to the City Council.

(E) The arbitrator may hear and determine only one grievance at a time without the expressed agreement of the City and the Association.

(F) The cost of the arbitration shall be shared equally between the City and the Association.

(G) If the City Council fails to act after two (2) regular meetings, the arbitration will be final and binding.
ARTICLE 08
WAGE AND SALARY POLICY

Section 08.01. BASIC COMPENSATION PLAN. There is hereby established a basic compensation plan for all members of the Association who are now employed or will in the future be employed in any of the designated classifications of employment listed in this Agreement.

Section 08.02. SALARY AND WAGE SCHEDULES. Salaries for employees subject to this Agreement are those listed in Exhibit A.

The salary and wage schedules attached hereto shall constitute the basic compensation plan consisting of five (5) steps or rates of pay.

The respective steps shall be identified by the letters "A" to "E" inclusive.

Section 08.03. ADMINISTRATION OF BASIC COMPENSATION PLAN. The compensation steps contained in the monthly salary schedule in Exhibit A hereof are monthly compensation rates.

Effective July 1, 2019, all classifications shall receive a base salary increase of three percent (3%).

Effective July 1, 2019, the following classifications shall receive “equity” adjustments as follows:

- Police Officer: Three Percent (3%)
- Corporal: Three Percent (3%)
- Police Sergeant: Four Percent (4%)

The above equity increases do not compound with the base salary increases. The new Salary Schedule is set forth in Exhibit A.

Effective July 1, 2020, all classifications shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

Effective July 1, 2021, All classification shall receive a base salary increase of two percent (2%). The Salary Schedule is set forth in Exhibit A.

For all full time employees who have a regular weekly work schedule, the hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080.

In determining the hourly rate as herein provided, compensation shall be made to the nearest...
Section 08.04. BEGINNING RATES. A new employee of the City of San Marino shall be paid the rate shown in Step "A", allocated to the class of employment for which the employee has been hired, except that on the request of the Police Chief and the authorization of the City Manager, or City Council as required by City Code, such employee may be placed in Step "B", "C", "D", or "E", depending upon the employee's qualifications.

Section 08.05. SIGNING/RECRUITING/RETENTION BONUS. A Police Officer shall receive the following amounts as a Signing/Recruiting/Retention Bonus:

- First Day of Employment: Twenty-five hundred dollars ($2,500.00)
- Eighteen (18) Months of Employment: Twenty-five hundred dollars ($2,500.00)
- Forty-Two (42) Months of Employment: Twenty-five hundred dollars ($2,500.00)

Current employees who have/did not receive the First Day of Employment bonus, may be eligible for the Eighteen (18) Months of Employment and/or Forty-Two (42) Months of Employment bonus if these respective anniversary dates occur during the term of this MOU.

Section 08.06. SERVICE. The word "service," as used in this Memorandum of Understanding shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary and having generally similar duties and requirements. A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Agreement unless waived by the Police Chief and approved by the City Manager. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be reemployed within one (1) year and placed in the same salary step in the appropriate compensation rate as the employee was at the time of the termination of employment, at the discretion of the Police Chief and approved by the City Manager.

Section 08.07. ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement:

Section 08.06. ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement:

(A) Service Advancements. After the salary of an employee has been first established and fixed under this plan, such employee shall be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of six months of continuous full time employment.
(A) **Merit Advancement. Service Advancements.** After the salary of an employee has been first established and fixed under this plan, such employee shall be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of six months of continuous full time employment.

(B) **Merit Advancement.** An employee may be considered for advancement from one step to the next highest step upon completion of one year. The effective date of such merit increase, if granted, shall be the first day of the next pay period following approval by the City Manager or his/her designee. Advancement to any step shall be granted only for continuous, meritorious, and efficient service by the employee in the effective performance of his/her position. To be effective, a merit advancement requires that the Police Chief shall file with the City Manager or his/her designee a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefor. The personnel evaluation may be used in providing said reasons.

(C) **Special Merit Advancement.** In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of the employee’s duties, the Police Chief may recommend to the City Manager that said employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Memorandum of Understanding. The City Manager may, on the basis of the Police Chiefs recommendation, approve or deny such an advancement.

(D) **Length of Service Required When Advancement is Denied.** When an employee has not been approved for advancement to the higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in the above paragraph of this Section.

**Section 08.087. REDUCTION OF SALARY STEPS.** For disciplinary reasons, any employee who is being paid on a salary step higher than Step "A" may be reduced by one or more steps upon the recommendation of the Police Chief with the approval of the City Manager or his/her designee. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 08.06, and such employee may be considered for re-advancement under the provisions as contained in subsection (C) of Section 08.06.
Section 08.09. COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit increase shall be given until after six (6) months in the higher classification regardless of the requirement for a probationary period. Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification. The schedule for eligibility for increases as stated in Section 08.06 of this Article shall apply for such employees.

Section 08.10. COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as he/she held in the previous salary. Increases in compensation shall thenceforth be in accordance with the schedule set forth in Section 08.06 of this Article as if the employee was originally employed in the new classification.
Section 08.08. COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit increase shall be given until after six (6) months in the higher classification regardless of the requirement for a probationary period.

Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification. The schedule for eligibility for increases as stated in Section 08.06 of this Article shall apply for such employees.

Section 08.09. COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as he/she held in the previous salary. Increases in compensation shall thenceforth be in accordance with the schedule set forth in Section 08.06 of this Article as if the employee was originally employed in the new classification.
ARTICLE 09
OTHER WAGE AND HOURLY BENEFITS

Section 09.01. OUT OF CLASS. When an affected employee, other than a Watch Commander, is required to work as a Watch Commander to fill a temporary vacancy, such employee shall be compensated for such period, including his/her educational incentive, hour for hour, at 10% above police officer, Step “E”.

Section 09.02. PATROL WORK SCHEDULE. Officers in patrol will be assigned a 3-12 work schedule. Police management and the Association representatives shall meet as needed to review and make adjustments to ensure efficient and effective patrol operations. Final approval of all adjustments to the 3-12 work schedule rests with the Chief of Police. Officers with specialty positions shall be assigned work schedules as directed by the Chief of Police or his designee.

Section 09.03. OVERTIME (COMPENSATORY TIME). Overtime is defined as time assigned and worked beyond the 40 hours in a 7 day work period. In determining an employee’s eligibility for overtime compensation under this section, sick leave and unscheduled vacation do not count as hours worked; other paid leaves are considered hours worked. The City shall compensate employees working a schedule of three 12 hour days at a rate of 1.5 times base salary for all hours worked in excess of 12 hours per shift and hours worked in excess of those normally scheduled for the employee to average a 40 hour work week. Personnel will sometimes work more than 40 hours a week when a make-up day is scheduled. No overtime will be paid for this make-up day unless it exceeds 12 hours.

All employees affected by this agreement who are required to work 40 hours or less in a 7 day period shall receive overtime compensation at their regular rate. If compensatory time off is accumulated instead of pay, it shall be accumulated on an hour for hour basis.

Employees required to work in excess of 40 hours in a 7 day work period shall receive overtime compensation at time and one half. If compensatory time off is accumulated instead of pay, it shall be accumulated on a time and one-half basis.

Employees working a double shift or who receive less than two weeks notice that the officer is to work a vacancy relief shift shall receive compensation at time and one-half for those hours worked beyond the officer’s regularly scheduled hours.

Compensatory time shall be paid out annually in July of each year at the rate in effect in the last full pay period of the fiscal year in which the compensatory time was accrued. Upon request, an employee may carry over up to 40 hours compensatory time from one fiscal year to the
next. In order to exercise this option, employees must notify payroll in writing of the number of hours he/she wishes to carry-over by June 15th of each year.

Overtime shall not include: (1) overtime not approved by a supervisor; and (2) overtime or voluntary.

Section 09.02. PATROL WORK SCHEDULE. Officers assigned to patrol work three (3) 12.33 hour (12 hours, 20 minute) shifts each week and every fourth week they work an additional 12 hour shift. As a result, they work alternating two week pay periods of 74 and 86 hours. This shift schedule is commonly referred to as a “3/12.”

Police management and the Association representatives shall meet as needed to review and make adjustments to ensure efficient and effective patrol operations. Final approval of all adjustments to the 3-12 work schedule rests with the Chief of Police. Officers with specialty positions shall be assigned work schedules as directed by the Chief of Police or his designee.

Section 09.03. OVERTIME (Effective January 20, 2020)

(A) Work Period

The City has exercised its ability to take a statutory “7K” exemption for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length.

(B) Overtime Calculation

All employees required to perform in excess of one-hundred and seventy-one (171) hours in a twenty-eight (28) day cycle shall receive compensation at the rate of time and one-half his/her Fair Labor Standards Act (“FLSA”) regular rate of pay.

In determining an employee’s eligibility for overtime compensation in a work period, paid leaves of absences and unpaid leaves of absences shall be excluded from the total hours worked. Paid leave of absences include, but are not limited to, the following:

(1) Vacation
(2) Holiday Leave
(3) Sick Leave
(4) Administrative Leave
(5) Workers’ Compensation Leave
(6) 4850 Time
(7) Jury Duty
(8) Bereavement Leave
(9) Military Leave

(C) Overtime Authorization

All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.
An employee’s failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, may result in disciplinary action.

(D) Compensatory Time

In lieu of receiving cash payment for hours worked in excess of one-hundred and seventy-one (171) hours during the twenty-eight (28) day work period, an employee may elect the option of taking compensatory time off. Compensatory time shall be earned at the time and one half rate for each hour worked.

No employee shall accrue more than two hundred (200) hours of such compensatory time. Should any employee exceed two hundred (200) hours of accrued compensatory time, he/she shall receive compensation at the rate of time and one-half his/her regular rate of pay.

Compensatory time shall be paid out annually in July of each year at the rate in effect the last full pay period of the fiscal year in which the compensatory time was accrued. Upon request, an employee may carry-over up to 40 hours compensatory time from one fiscal year to the next. In order to exercise this option, employees must notify payroll in writing of the number of hours he/she wishes to carry-over by June 15th of each year.

early reporting of ten (10) minutes or less.

Section 09.04. USAGE OF COMPENSATORY TIME PREVIOUSLY EARNED.

Accumulated compensatory time off may be taken by an employee upon reasonable written notice and prior approval of the Police Chief, Commander, or Lieutenant.

The affected Watch Commander may permit an employee to use accumulated compensatory time off to be relieved from the work day, provided it will not cause the shift to be understaffed.

Accumulated compensatory time off shall be taken off by an employee when directed by the Police Chief; provided, however, that the Police Chief shall give fourteen (14) days’ prior notice to the date accumulated compensatory time off is to be taken. Compensatory time off upon direction of the Police Chief shall not be less than eight (8) hours.

In directing an employee to take accumulated compensatory time off, the Police Chief will, as far as practicable, attempt to accommodate employee convenience to the degree possible in light of the operational requirements of the Police Department.

Section 09.05. TRADING OF DAYS OFF. Trading days off will be permitted only if written requests have been approved in advance by both the Watch Commander and the Patrol Division Lieutenant or Commander or, in his/her absence, another member of management staff. Requests to trade days off shall be made a minimum of three (3) days before the trade. If an exigency exists, the on-duty Watch Commander may approve a day off trade without this three (3) day notice, provided a written request has been received.
The written request shall include an explanation as to the exigency. In such instances, the on-call staff member shall be immediately notified by phone or via pager. In the event an employee is unable to submit a written request, the on-duty Watch Commander shall prepare the written request on behalf of the employee. The memorandum shall state specifically that the Watch Commander has prepared the request on behalf of the employee.

Section 09.05. SHIFT TRADES
The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee’s desire or need to attend to a personal matter and not due to the department’s operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay or other extra compensation will be waived for both individuals during the period they work for the other. Any hours worked beyond the normal work day will be credited to the individual actually doing the work.

“Paybacks” of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within one (1) calendar year of the date of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

A record of all initial shift trades and “paybacks” shall be maintained by the involved employees on forms provided by the department (“Shift Trade Log”).

If one individual fails to appear for the other (regardless of the reason), the person who was originally scheduled will be listed as absent without leave and may be subject to disciplinary action.

Section 09.06. CALL BACK COMPENSATION. Affected employees called back for work shall be paid a minimum of four (4) hours compensation at time and one-half. An affected employee shall be deemed to have been called back if the employee has been released by the Watch Commander as having completed the employee's assigned duties at the end of his/her shift end and is called back to authorized duty.

Section 09.07. COURT TIME. Whenever an affected employee is called upon to attend court regarding a matter arising from his/her employment relationship with the City, such employee shall be paid as follows:
(A) ATTENDING COURT ON A WORKDAY

(1) A minimum of three (3) hours compensation at time and one-half for all court appearances scheduled at 8:30 am which fall on a regularly scheduled workday but do not occur during the officer's regular work hours.

(2) A minimum of four (4) hours compensation at time and one-half for all court appearances scheduled at 10:00 am which fall on a regularly scheduled workday but do not occur during the officer's regular work hours.

(3) A minimum of four (4) hours at time and one-half, for all court appearances scheduled at 1:30 pm which fall on a regularly scheduled workday but do not occur during the officer's regular work hours.

(4) No additional compensation shall be paid for court appearances which occur during the officer's regular work hours.

(B) ATTENDING COURT ON A DAY OFF

(1) A minimum of four (4) hours compensation at time and one-half for all court appearances, regardless of the time listed on the subpoena, which fall on the officer's normally scheduled day off.

(C) OTHER COURT TIME

(1) An officer served with an "on call" subpoena or ordered "on call" by the department shall be paid at the officer's standard rate, hour for hour. The employee will call the designated representative of the Police Department before the time indicated on the "on call" subpoena or department "on call" order. For morning court subpoenas, if the officer does not receive a notification, he/she is off call at noon.

(2) If an officer receives two separate subpoenas to court for a morning and an afternoon appearance on the same day, the officer shall receive four hours of compensation at time and a one-half for the morning court appearance and four hours of compensation at time and one-half for the afternoon appearance.

(3) An officer served with a "telephonic" subpoena (ex. DMV hearings) shall be paid at time and one-half a minimum of one (1) hour compensation for all hours worked (on the phone) which fall on the officer's normally scheduled day off. A minimum of two (2) hours shall be paid at time and one-half for all hours worked (on the phone) which fall on the officer's regularly scheduled workday.
but do not occur during the officer's regular work hours.
(4) When an Officer working the graveyard shift is required to report to court after working his/her shift, the Officer shall notify the on-duty Watch Commander who, under the direction of the Patrol Lieutenant or Commander, will work with the individual to develop an appropriate schedule (reporting time for back to work following court).

Section 09.08. SPECIALTY ASSIGNMENTS AND SPECIAL PAY.

The specialty assignments represented within this section are at-will assignments, and are initiated and concluded at the sole discretion of the Police Chief. To satisfy the provisions of the Public Safety Officer's Procedural Bill of Rights Section 3301 (b), an employee who is removed and/or reassigned from a specialty assignment may appeal this decision in writing and/or verbally to the City Manager within 10 days of notice of removal and/or reassignment. The appeal to the City Manager is not an evidentiary hearing; it is an opportunity for the employee to present reasons why he/she should not be re-assigned. The City Manager's determination will be final. Removal and/or reassignment from a specialty assignment is not grounds for a grievance pursuant to Article 7 of this MOU and/or appeal of discipline pursuant to City Personnel Rules Chapter I-14: Disciplinary Action and Effect, and Chapter I-15: Appeal and Hearing Procedure.

(A) Field Training Officer. An employee assigned as a Field Training Officer shall receive compensation in the amount of $300 per month ($1.73 per hour) in addition to his/her base salary during the time periods he/she is actively assigned to provide training.

(B) Detective. An employee assigned as a Detective shall receive compensation in the amount of $300 per month ($1.73 per hour) in addition to his/her base salary while serving in this specialty assignment.

(C) Motor Officer. An employee assigned as a Motor Officer shall receive compensation in the amount of $300 per month ($1.73 per hour) in addition to his/her base salary while serving in this specialty assignment. This additional compensation is intended to compensate the Motor Officer for performance of the specialized duties of the assignment as well as off-duty Motor Officer activities including off-duty hours spent cleaning and maintaining the motorcycle.

(D) Firearms Instructor. An employee assigned as a Firearms Instructor shall receive compensation in the amount of $150 per month ($0.87 per hour) in addition to his/her base salary while serving in this specialty assignment. Employees can only earn Firearms Instructor or Defensive Tactics Instructor specialty pay, not both.

(E) Defensive Tactics Instructor. An employee assigned as a Defensive Tactics Instructor shall receive compensation in the amount of $150 per month ($0.87 per hour) in addition to his/her base salary while serving in this specialty assignment. Employees can only earn Firearms Instructor or Defensive Tactics Instructor specialty pay, not both.
(F) Administrative Sergeant. An employee assigned as an Administrative Sergeant shall receive compensation in the amount of $300 per month ($1.73 per hour) in addition to his/her base salary while serving in this specialty assignment.

(C) __________________________

Section 09.09. BILINGUAL PAY.

An employee who demonstrates fluency in Cantonese, Taiwanese, Mandarin, and/or Spanish (or any other language as determined by the City Manager) shall receive compensation in the amount of $100 per month ($0.58 per hour). In exchange, the employee agrees to use his/her fluency to communicate and translate as needed. Qualification for bilingual pay shall be subject to successful completion of a proficiency exam as determined by the City Manager's Office. Bilingual pay will start at the beginning of the pay period immediately following the employee's successful completion of a proficiency exam. Biennial requalification will be required for continuation of bilingual pay.

Section 09.10. OTHER ASSIGNMENTS AND SPECIAL PAY PRACTICE.

(A) Outside Assignments. Whenever an affected employee is assigned to serve as security for movie companies, weddings, carnivals, fairs, or any similar occurrence, the employee shall receive a minimum of four hour's pay at their current (FLSA) wage.

(B) Range Qualification. An affected employee shall be compensated in compensatory time off or pay, for a minimum of one and one-half (1.5) hours, whenever the employee engages in mandatory firearm qualification on the shooting range when not on scheduled duty.

(C) Staff Meetings. A minimum compensation of four hours at time and a half shall be provided to employees who attend a regularly scheduled staff meeting, range meeting, or field training officer meeting during what would otherwise be off-duty time.

(A)(D) Computing Overtime. Range qualification and staff meetings shall be included as "hours worked" for the purpose of computing overtime.
Section 09.10. OTHER ASSIGNMENTS AND SPECIAL PAY PRACTICE.

(B) **Outside Assignments.** Whenever an affected employee is assigned to serve as security for movie companies, weddings, carnivals, fairs, or any similar occurrence, the employee shall receive a minimum of four hour’s pay at $60 per hour or their current (FLSA) wage, whichever is greater. When an outside assignment is for the San Marino Unified School District, the rate shall be $45 per hour, or their current (FLSA) wage, whichever is greater for officers and $55 per hour, or their current (FLSA) wage, whichever is greater, for Sergeants.

(C) **Range Qualification.** An affected employee shall be compensated in compensatory time off or pay, for a minimum of one and one-half (1.5) hours, whenever the employee engages in mandatory firearm qualification on the shooting range when not on scheduled duty.

(D) **Staff Meetings.** A minimum compensation of four hours at time and a half shall be provided to employees who attend a regularly scheduled staff meeting, range meeting, or field training officer meeting during what would otherwise be off-duty time.

(E) **Computing Overtime.** Range qualification and staff meetings shall be included as “hours worked” for the purpose of computing overtime. Outside assignments shall not be included as “hours worked” for the purpose of computing overtime.
ARTICLE 10
EDUCATION WAGE BENEFIT AND CAREER
DEVELOPMENT PROGRAM

Section 10.01. EDUCATIONAL INCENTIVE. As an incentive for educational advancement, the City shall pay an employee who has successfully completed his/her probationary period the following increase over and above the employee's base salary, for the corresponding levels of education experience and police experience:

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<tr>
<th>Incentive Pay Group</th>
<th>Education and Experience</th>
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<tr>
<td>I</td>
<td>(1) P.O.S.T. Intermediate Certificate, or</td>
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<td></td>
<td>(2) Associate of Arts Degree and 3 years' police experience.</td>
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<tr>
<td>II</td>
<td>(1) P.O.S.T. Intermediate Certificate and</td>
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<td></td>
<td>(a) Associate of Arts Degree, or</td>
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<td>(b) Junior standing in college; or</td>
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<td>(2) P.O.S.T. Advanced Certificate and 3 years' police</td>
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<td>experience.</td>
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<td>III</td>
<td>(1) P.O.S.T. Advanced Certificate and (a) Associates of Arts</td>
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<td></td>
<td>Degree, or (b) junior standing in college; or</td>
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<tr>
<td></td>
<td>(2) Baccalaureate Degree, P.O.S.T. Intermediate Certificate,</td>
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<td>and 3 years' police experience.</td>
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<tr>
<td>IV</td>
<td>(1) Baccalaureate Degree, P.O.S.T. Advanced Certificate,</td>
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<tr>
<td></td>
<td>and 6 years' police experience.</td>
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Section 10.02. TUITION REIMBURSEMENT PLAN. The provisions of this section are subject to funding being authorized through the annual City budget process. For the term of the MOU beginning June 26, 2016 and extending through June 22, 2019, the Tuition Reimbursement Plan will be unfunded unless the City Council authorizes funding during the budget process. During each fiscal year of this MOU, the City and the Association shall each contribute Five Thousand dollars ($5,000) to fund this plan. If there are unused funds at the end of the fiscal year, the parties contributions for the following fiscal year shall be shared equally to bring the total funds available for the that fiscal year to ten thousand dollars ($10,000.00). Use of these funds shall be governed by Section 10.04, Allocation of Funds.

Permanent employees receiving prior approval from their department head and from the City Manager shall be eligible to receive tuition reimbursement pursuant to this
Memorandum of Understanding for course work leading to or as a prerequisite for a degree or certification which is directly related to the employee's position and duties with the City.

The City shall reimburse employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees, such as mileage, activity cards end other optional fees shall not be reimbursed. The following rules shall apply for reimbursement:

(A) Courses must relate to the employee's present job or directly relate to the employee's...
potential development with the City.

(B)(A) Course work taken at accredited institutions as recognized by the Western Association of Schools and Colleges shall be considered for reimbursement. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.

(C)(B) Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.

(D)(C) In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this plan.

(E)(D) Course books for which an employee receives reimbursement shall become the property of the City. Books may be sold by the City back to the educational institution book store and monies received returned to the City. Employees who wish to keep course books shall not be reimbursed for same.

(F)(E) If an employee, of his/her own volition, withdraws from a course before completion, he/she will refund to the City all monies paid by the City toward that course. If an employee is forced to withdraw due to job reasons, and with the City Manager's approval, no refund will be necessary.

(G)(F) An employee who leaves the employment of the City before completion of the semester, and therefore does not complete the course(s) while working for the City, shall refund all monies paid him by the City for the course(s). No prorating will be permitted.

(H)(G) Upon completion of each semester, the employee shall be responsible for reporting grades received to the City Manager or his/her designee for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon receipt of proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Section. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.
Tuition reimbursement shall not be allowed for internship courses or independent study courses where course work requirements are considered solely a continuing condition of employment.

Failure on the part of an employee to provide any information required to determine
eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary actions.

Section 10.03. LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than the cost for the same level of course (i.e., undergraduate, graduate) as charged by a school in the California State University system.

An employee may request reimbursement for general tuition for a degree program in lieu of reimbursement for an individual course. In such case the amount of tuition reimbursement shall not exceed the cost of general tuition for a California State resident in a school in the California State University under the same semester periods as the degree program requested.

In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed the amount of general tuition in a school in the California State University system for two (2) semesters or the same amount for another term structure.

All reimbursements shall be approved based on the availability of funds budgeted for that purpose during any given fiscal year. Availability of funds shall be determined by the City Manager.

Section 10.04. ALLOCATION OF FUNDS. The maximum annual reimbursement is $2,500 per member. The actual amount may vary based on available funds and the number of members submitting for reimbursement and the total amount requested by applicants.

The amount of funds to be dispersed will be established at the end of the fiscal year and will be based on the number of applicants and the total amount requested.

If the total amount requested exceeds $10,000, then the following will apply:

The $2,500 maximum per applicant will be reduced for all applicants to an amount which will result in a cumulative maximum of $10,000.

- Example 1: 10 members apply. One for $2,500 and the others for $1,000 each. The maximum benefit would be reduced to $1,000 for each applicant.
- Example 2: 5 members apply. Four for $2,500 and one for $1,000. The maximum benefit would be reduced to $2,250 for each applicant.
ARTICLE 11
TRAVEL ALLOWANCE

Section 11.01. AUTOMOBILE ALLOWANCE. Expense claims for the use of private automobiles must be submitted to the City Manager via the Finance Officer for payment on the next available warrant register. Such use, if approved, will be reimbursed at the rate established by the Internal Revenue Service, making unnecessary the IRS form 1099 reporting on mileage.

(A) Officers will not be reimbursed for private automobile usage when subpoenaed to appear in court.

(B) Officers who use their private automobile as transportation to and from off-site training courses/classes will secure the approval of the Patrol Commander or Lieutenant prior to submitting any mileage reimbursement form. For all off-site training mandated by the Department, Officers will either be reimbursed for use of their private automobile or will be provided a vehicle by the Department.

When securing approval for mileage reimbursement, the officer shall notify the Sergeant who, under the direction of the Patrol Commander or Lieutenant, will work with the individual to determine the feasibility of driving his or her private vehicle to all off-site department training courses/classes.

(C) An officer scheduled to attend a training class on their regular scheduled work day shall compute travel time based on current FLSA guidelines.

(D) An officer who attends an eight (8) hour (or longer) training class on their normally scheduled work day (or flexed work days to attend the training) will not be required to return to the station following the training unless they have utilized a vehicle provided by the Department. Additionally, resident trainees (lodging at the training location) will not be required to return to the station. The training class will constitute a full workday for the affected employee.

(E) An officer who attends a training class on their normally scheduled workday (or flexed work days to attend training) which is less than eight (8) hours will have the option of using compensatory time, vacation time, or will return to the station to complete their work day unless prior approval has been obtained by the Watch Commander.

Section 11.02. REIMBURSEMENT PROCEDURE. No sooner than one week prior to seeking an advancement of funds for business travels, meals, and meetings, the employee shall submit the “Employee Reimbursement for Business Travels, Meals and Meetings” form to the Operations Bureau Commander or Lieutenant. Within ten (10) days of returning
from the event, the employee shall present all receipts to the Division Commander or
Lieutenant for reconciliation.

All remaining balances shall be settled within 10 days of reconciliation.
ARTICLE 12
UNIFORM ALLOWANCE

Section 12.01. UNIFORM MAINTENANCE. Each affected employee shall receive a lump sum payment of $700 for uniform maintenance on the first paycheck issued in July 2016, and an additional $50 in December 2016 for a total of $750 for fiscal year 2016-17. This annual benefit shall increase to $800 for fiscal year 2017-18 and to $850 for fiscal year 2018-19, with lump sum payments made in the first paycheck issued in July 2017 and July 2018 respectively.

Affected employees hired after July 1 shall receive a prorated payment not to include the month of hire. The warrant check will be paid within two months of the date of hire. It shall be the responsibility of the new employee to submit the necessary prorated payment request to the Patrol Lieutenant or Commander.

If an affected employee voluntarily terminates employment with the City, the officer shall reimburse the City for that portion of the unused uniform maintenance on a prorated basis.

If an employee’s uniform or necessary related personal items are damaged as a result of the performance of official duties, the City shall replace the item at no cost to the employee as determined and approved by the Police Chief or Chiefs’ designee.

Section 12.02. BALLISTIC BODY ARMOR. Each effected new employee (new hire), shall be furnished a ballistic body armor at no cost to the employee. The ballistic body armor shall conform to the specifications as determined by police management staff and Association Board members. The City shall replace the ballistic body armor at an interval recommended by the ballistic body armor manufacturer. Once a ballistic body armor has been purchased and/or assigned to the affected employee, it shall be mandatory for the officer to wear the ballistic body armor at all times during hours while assigned to uniform duty. Ballistic body armors shall remain property of the City. Personal purchased body armor shall not be allowed under any circumstances.

(A) An officer who purchases the approved patrol outer vest shall only be permitted to wear the vest year as specified in the Uniform Policy as modified by the Police Chief in January 2017.

(B) An officer shall also have the option of carrying the city issued ASP or personally owned straight stick as defined in the policy manual.

(C) All officers shall wear a black t-shirt under their uniform as defined in the policy manual.
ARTICLE 13
VACATION BENEFIT

Section 13.01. INCREMENTS OF ACCRUAL AND USE

(A) **Accrual Increments.** All increments for accrual and use of vacation leave time shall be in hours or portions thereof.

(B) **Vacation Accrual.** Each permanent, full-time and probationary employee shall accrue vacation leave in accordance with the following formula:

1. 7.4 hours for each month during the first (1st) through fifth (5th) year of employment (88.8 hours annually).
2. 8.0 hours for each month during the sixth (6th) year of employment (96.0 hours annually).
3. 8.7 hours for each month during the seventh (7th) year of employment (104.4 hours annually).
4. 9.4 hours for each month during the eighth (8th) year of employment (112.8 hours annually).
5. 10.0 hours for each month during the ninth (9th) year to fourteenth (14th) year of employment (120.0 hours annually).
6. 13.4 hours for each month beginning with the fifteenth (15th) to nineteenth (19th) year of employment (160.8 annually).
7. 15.0 hours for each month beginning with the twentieth (20th) year of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee only at the end of the month in which the employee was in the service of the City. If employment begins prior to the fifteenth (15th) of the month, vacation leave shall be accrued for that month. If employment begins after the fifteenth (15th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the fifteenth (15th) day of the month no vacation leave shall be accrued for that month. Vacation leave shall be accrued per pay period.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of
original employment with the City, regardless of any promotions or demotions. If the anniversary date is the first (1st) of the month the higher rate shall be credited for that month. If the anniversary date is the fifteenth (15th) of the month the higher rate shall begin with the first (1st) day of the following month.
(C) **Maximum Vacation Accrual.** An employee's available vacation hours shall not exceed the following maximum amounts at any given time:

1. 177.6 hours in the first (1st) through fifth (5th) year of employment.
2. 192.0 hours in the sixth (6th) year of employment.
3. 208.8 hours in the seventh (7th) year of employment.
4. 225.6 hours in the eighth (8th) year of employment.
5. 240.00 hours in the ninth (9th) through fourteenth (14th) year of employment.
6. 321.6 hours for the fifteenth (15th) through nineteenth (19th) year of employment.
7. 360.0 hours for the twentieth (20th) and subsequent years of employment.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximums established herein if special circumstances, as determined by the City Manager, so warrant.

**Section 13.02. USE OF VACATION.** The dates of vacation leave may be selected by the employee, but shall be subject to prior approval by the department head who shall consider the wishes of the employee and the needs of the City.

Vacation leave time of more than one shift shall be requested as follows:

(A) Sworn personnel assigned to patrol shall select their preferred vacation leave dates at the time of shift sign ups, based on seniority. Should more than one Team member select the same leave period, and replacement personnel are needed to maintain minimum team strength, the Department will assign one (1) sworn replacement position per team. If additional replacements positions are needed, it will be the responsibility of the affected sworn member to obtain their replacement. The Patrol Lieutenant or Commander
may utilize other sworn members of the Department to accommodate leave request needs, if necessary.

(B)(A)

(C)—If an employee wants to change the leave requested after the process in subsection (A) is completed, that employee may request only dates which remain available after the procedure in subsection (A) is completed.

(D)(B)

(E)(C) After shift sign ups and not less than eleven (11) nor more than forty (40) calendar days prior to the date on which the vacation leave is to begin, the employee shall complete, sign and submit to the Watch Commander a "Leave Request" form. The watch commander shall approve or deny the request within twenty-four (24) hours of receiving the request and submit same to the Patrol Division Lieutenant or Commander.
sign and submit to the Watch Commander a "Leave Request" form. The watch commander shall approve or deny the request within twenty-four (24) hours of receiving the request and submit same to the Patrol Division Lieutenant or Commander.

(F)(D) The department head and the City Manager or his/her designee shall review and approve or deny the vacation leave request no later than seven (7) calendar days from the date of receipt of said request. If a request is denied, the employee shall be given the reasons in writing.

(G)(E) Approved vacation leave will not be voided unless unforeseen conditions arise which would affect the Department's ability to perform its basic functions, and after giving due consideration to the affected employee(s) vacation request.

Vacation leave for one work day or less may be requested one working day in advance by an employee on a "Leave Request" form and approved by the Watch Commander. If the Watch Commander requests a day off, the approval must be by a Lieutenant, the Bureau Commander or Chief of Police.

An employee shall not be eligible to utilize accrued vacation time during the first twelve (12) months of initial full-time employment. While in a probationary period following a promotion, if more than 80 hours of vacation or combined sick leave and vacation is taken, the probationary period will be extended an equivalent time to the time spent on vacation or combined sick leave and vacation.

Section 13.03. VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 13.01(C) of this Article. Payment shall be at the same hourly rate as was authorized for the employee at the time of submittal of termination notice.

Employees dismissed by the City prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the same hourly rate as was authorized for the initial employment.

Employees voluntarily resigning from City service prior to the completion of their initial hire probationary period or six (6) months, whichever is sooner, shall be entitled to payment of accrued vacation leave to the effective date of resignation.

When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall have
been in writing, signed by the employee and filed with an authorized representative from the City. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

All payments for accrued vacation leave shall be made at time of the next regular City payroll following the final date of employment with the City.

Section 13.04. ELIGIBILITY. All permanent employees who have successfully completed their initial hire probationary period shall be eligible for paid vacation leave after twelve (12) months of employment, based on the standard vacation accrual formula described in Section 13.01(B) of this Article. If the initial hire probationary period is greater than twelve (12) months, the employee shall be eligible for paid vacation leave after twelve (12) months of employment.

No part-time, provisional, or temporary employees shall be eligible for any vacation accrual.
ARTICLE 14

HOLIDAY BENEFIT

Section 14.01. HOLIDAY DATES. Affected employees shall receive eleven (11) holidays per calendar year: six (6) days at eight (8) hours per day for a total of forty-eight (48) hours of paid holiday -- New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day -- and five (5) days at eight (8) hours per day for a total of forty (40) hours to be utilized in the same manner as vacation hours with pay.

The five (5) days totaling forty (40) hours used as vacation shall be credited to the employee in eight (8) hour increments on the following days -- President's Day, Veteran's Day, Friday after Thanksgiving, Christmas Eve, and New Year's Eve.

Section 14.02. HOLIDAYS WORKED. Not withstanding Section 09.03, if an employee works his/her regularly scheduled workday on one of the six (6) designated holidays above a holiday, he/she shall be paid time and one-half for all hours worked. Additionally, he/she shall be credited with compensatory time (straight time) for half of the hours worked.

If the employee is working a sick or vacation relief on one of the six (6) designated holidays above, he/she shall be paid time and one-half for all hours worked. Additionally, he/she shall be credited with compensatory time (straight time) for all hours worked.

This shall apply only to those six holidays where employees have previously received holiday pay (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).

Section 14.03. ELIGIBILITY. In order to be eligible to receive holiday pay, an employee must have worked, or be on scheduled vacation, the employee's regular scheduled day before and regularly scheduled day after the holiday.

Section 14.04. HOLIDAY ON VACATION DAY. Should one of the six (6) days at eight (8) hours per day totaling forty-eight (48) hours of holiday leave listed above fall during an employee's vacation period, the employee shall receive either holiday pay of eight (8) hours or have the leave time charged against the employee's accumulated vacation.
ARTICLE 15
LEAVES OF ABSENCE

Section 15.01. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon recommendation from the department head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter, postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Agreement. The City shall contribute to an employee's medical health plan, dental and visual insurance plan, and life insurance plan for the first thirty (30) calendar days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental and visual insurance plan, or life insurance plan until the employee is reinstated in a permanent position. Vacation leave shall not be accrued beyond the first thirty (30) calendar days of an absence without pay.

Section 15.02. EXTENDED LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 15.01 of this Article shall apply to extended leaves of absence, unless specifically authorized otherwise by the City Council.

Section 15.03. MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of applicable laws, to
determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her department head of such leave at least ten (10) working days in advance of the beginning date of such leave.

Section 15.04. SICK LEAVE. Sick leave shall be utilized solely for:

- Diagnosis, care or treatment of an existing health condition or preventative care for an employee or an employee's family member(s). Family member includes parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
• To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking as described in Labor Code Section 230(c) and 230.1(a).

Each affected employee shall accrue four (4) hours of sick leave time per pay period, up to a maximum of three hundred and forty (340) hours. Upon reaching the maximum accrual allowed, the employee shall cease to accrue sick leave time until such time as the total accrued hours is less than the maximum permitted, at which time the hours shall accrue in the amount state herein up to the maximum permitted.

An employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

Newly hired employees shall receive forty-eight (48) hours of sick leave time on the date of initial hire as an one-time advance for accruals, and shall be eligible to begin to accrual per pay period as provided for herein beginning on the first day of the month following completion of six (6) months of employment.

Newly hired employees leaving the employment with the City for any reason, who have received an advance for accruals of sick leave time and who have used said sick leave time at a rate greater than eight (8) hours of sick leave time off for each month of actual employment during the six (6) month period of the advance, shall have the amount of sick leave time off used in excess of eight (8) hours per month deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time separation.

In the event an employee experiences a catastrophic illness, the employee may be credited donated sick leave hours from other employees' sick leave accruals upon prior approval of the City Manager. The employee must first exhaust all their sick and vacation leave prior to receiving any sick leave donation.

No portion of this Section shall be deemed to prevent an employee from utilizing other accrued leave time for the purpose of medical or sick leave.

Each year covered by this contract, officers may elect to cash out sick leave balances in excess of 260 hours at a rate of 50 cents on the dollar at their regular hourly rate of pay. Employees must maintain a minimum of 260 hours of sick leave in order to be compensated. Accruals will be based on balances as of June 30th of each year covered by the contract.

Employee shall have no vested rights in the accrued sick leave time upon termination with the City.

Section 15.05. BEREAVEMENT LEAVE. On the death of a member of an affected
employee's immediate family; meaning spouse, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:
immediate family; meaning spouse, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent in law, brother or sister in law, step parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:

(A) If the death occurred within a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to three (3) workdays paid bereavement leave.

(B) If the death occurred outside a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to four (4) workdays paid bereavement leave.

(C) Upon request by the affected employee, the City Manager may grant paid bereavement leave in excess of the leave provided above. The City Manager’s decision regarding any request for additional paid bereavement leave shall not be subject to the grievance and arbitration procedure contained in Article 07.

Section 15.06. JURY DUTY. Every permanent employee covered under this agreement who is called or required to serve as a trial juror shall be entitled to be absent with full pay from duties not to exceed 40 hours within a three year period and only during the period of such service of while necessarily being present in court as a result of such jury service. The employee shall present a certificate of such jury service to the Administration in order to be eligible for compensation. For the purpose of this section, full pay shall be the employee’s base salary exclusive of premium pay or overtime.
ARTICLE 16
INSURANCE AND RELATED BENEFITS

Section 16.1. FLEXIBLE MEDICAL BENEFITS. Effective February 1, 2009 the City of San Marino commenced participation in the Public Employees' Medical and Hospital Care Act, Government Code Sections 22750 et. Seq. The employer contribution for annuitants shall at all times equal employer contribution paid for active employees. Medical benefits shall be under the P.E.R.S. medical program.

Section 16.2. OTHER HEALTH BENEFITS. The City shall make available to current employees group dental, vision and life insurance and long term disability insurance programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually. The City shall notify employees of the join/remove period by providing a notice with payroll at least three (3) weeks prior to the time period.

Section 16.3. EMPLOYEE PARTICIPATION. All employees shall be covered under the P.E.R.S. medical program, except as provided for herein. The employee may select from the P.E.R.S. plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the P.E.R.S. health plan as permitted by the insurance company. Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee's paycheck to pay the difference.

If an employee is able to provide proof of coverage under a spouse's or other health insurance plan, the employee need not obtain health insurance under the City's provided P.E.R.S. medical program. All employees electing not to participate in the City's P.E.R.S. medical program shall be required to:

1. Submit adequate written proof of medical coverage;

2. Provide the City with no less than thirty (30) days written notice before any such medical coverage is canceled; and

3. Execute a liability and hold harmless release form removing the City from all liability resulting from medical coverage or the lack thereof.
Should the employee select a program which is less than the City's current contribution, employees may place the difference in a deferred compensation plan provided by the City for each dollar remaining or may be taken as cash (less applicable taxes). Said cash out, shall not be compensable to CalPERS as salary pursuant to California Code of Regulations Chapter 2, Article 5, Section 571 (2CCR571).

For employees who have or continue to exercise the cash-out option the following shall apply:
Only employees currently exercising the cash-out option may utilize this option. The current cash-out amount is “capped” at the existing amount; it may not be increased in the future. If reduced in the future, it may not go back up.

Current Employees not utilizing benefit may not utilize the benefit in the future.

Additional flex dollars (7/01/2019, 07/01/2020 and 07/01/2021) may not be cashed out, but may be used towards additional health insurance, life insurance, vision insurance, and/or dental insurance.

New hires are not eligible for any cash out.

Federal Labor Standards Act (FLSA) Overtime: On June 2, 2016, the United States Court of Appeals for the Ninth Circuit published its opinion in Danny Flores v. City of San Gabriel (the “decision”), which indicated that the City’s payment of unused health benefits must be included in the regular rate of pay and thus in the calculation of overtime. The City and the Association understand that the City of San Gabriel will be petitioning the United States Supreme Court for review. Until such time as a final decision is in effect (either denial of the petition by the United States Supreme Court or a decision by the United States Supreme Court), the City and the Association mutually agree to hold implementation of that decision in abeyance.

If, and when, the decision becomes final in favor of the individual plaintiffs, the City will:
- Recalculate FLSA overtime retroactive to June 28, 2015 according to the decision;
- Prospectively pay FLSA overtime according to the decision;
- Cease allowing employees to “cash out” FFBP and require employees to place all monies in deferred compensation. This paragraph will not go into effect unless, and until, the same provision is implemented with other recognized bargaining group(s).

The City and Association acknowledge that this language completes satisfaction of any liability, both retroactive and prospective, for FLSA overtime under the decision. If, and when, the decision becomes final in favor of the City of San Gabriel, the City will allow employees to cash out and/or place monies in deferred compensation at the employees’ option.

Section 16.4. CITY CONTRIBUTION. The City’s contribution is established at two hundred seventy-five dollars ($275) per month per annuitant and active employee. This monthly contribution shall only increase as required by the Board of Administration of the Public Employees' Retirement System or the State Legislation, as set forth in Government Code Section 22892.

The City of San Marino will establish a flexible floating fringe benefit pool ("FFBP") for currently active employees. This "FFBP" shall not be used by any current annuitants or future annuitants. The purpose of the "FFBP" is to provide currently active employees with additional health insurance, life insurance, vision insurance and dental insurance. The City of San Marino
shall contribute the following flat rates of nine hundred twenty-five dollars ($925) per month on behalf of each currently active employee to the "FFBP": This rate shall remain unchanged unless agreement is reached through the meet and confer process.

- **July 1, 2019**: One Thousand and Twenty-Five Dollars ($1,025.00) per month
- **July 1, 2020**: Eleven Hundred and Twenty-Five Dollars ($1,125.00) per month
- **July 1, 2021**: Twelve Hundred and Twenty-Five Dollars ($1,225.00) per month

In the event that the "FFBP" fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference.

In the event another recognized bargaining group receives a monthly contribution greater than the $1,200 per month represented within this section, the City agrees to reopen discussions with the POA for purposes of this section only.
Section 16.5. RETIREE PARTICIPATION. Retirees, who have retired under a P.E.R.S. retirement program after a minimum of five (5) years of full-time employment with the City, shall be eligible to participate in the P.E.R.S. medical program, the dental program and the vision plan provided by the City for current employees as provided in this Article.

Retirees and their dependents shall be eligible to remain in the P.E.R.S. medical program for as long as they shall meet the requirements of said program. Retirees shall be eligible to participate in the other health programs provided for herein until they reach the age of sixty-five (65).

Retirees may carry dependent coverage under the health programs (other than P.E.R.S. medical) provided for herein until the dependent reaches the age of sixty-five (65).

Retirees shall be provided $275 per month to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance due. Should the retiree select a program(s) costing less than the amount provided by the City, the employee shall have no rights to the balance available.

Each August 1st thereafter, the City shall increase the contribution available to retirees by the amount required by the P.E.R.S. medical program.

Section 16.06. LONG TERM DISABILITY INSURANCE. The City shall provide a Long Term Disability (LTD) insurance program for affected employees. The cost of the LTD Insurance shall be split 50/50 between the City and the employee. The employee cost for said LTD insurance shall be paid by the employee from the monthly City contribution provided for in Section 16.04 of this Article.

The Long Term Disability program shall be with a sixty (60) day elimination period; with seventy-five percent (75%) of salary benefits as defined by the plan; and with coverage as provided for under the California Law Enforcement Association program.

All affected employees shall be required to participate in the Long Term Disability insurance program.

Section 16.07. FLEXIBLE REIMBURSEMENT PLAN. The City shall provide a flexible reimbursement plan for medical and dental insurance premiums and deductibles and dependent care, as permitted by Section 125 of the Internal Revenue Code.

Section 16.08. LIFE INSURANCE. The City shall provide a life insurance benefit in the amount of fifty thousand dollars ($50,000.00) per employee. The cost of the life insurance shall be split 50/50 between the City and the employee. The employee cost for said life insurance shall be paid
by the employee from the monthly City contribution provided in Section 16.04 of this article. All affected employees shall be required to participate in the life insurance program. An employee may buy additional life insurance at their own cost.
ARTICLE 17
RETIREMENT PROMOTIONS

Section 17.01. PROMOTION ON RETIREMENT. Each officer of the department who occupies a position of Sergeant or lower, may be promoted to the next higher rank upon retirement, if both of the following conditions exist:

(A) The officer shall certify to the Police Chief and the City Manager, in writing, that he/she has officially notified the State Employees’ Retirement System of his/her intention to retire; and

(B) The Police Chief and the City Manager, in their discretion, shall specifically recommend such promotion in recognition of the long, faithful and efficient service of the officer.

All such promotions shall be made on a temporary basis for a maximum of thirty (30) days. Such temporary promotions may be made without regard to the number of positions budgeted for any rank, and shall not result in any change in salary or allowances received by the officer in the duty assigned.
ARTICLE 18
RETIREMENT
BENEFIT

Section 18.01. P.E.R.S. MEMBERSHIP. The City is a contract member of the Public Employees' Retirement System. Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the Public Employees' Retirement System heretofore approved by the City Council. The City shall pay on behalf of each affected employee that portion of the employees' share of the required retirement contribution to P.E.R.S., not to exceed 9% of the employee's base compensation as defined by the Public Employee's Retirement Law, Government Code Section 20000 et seq. The City will report these payments as being those of the affected employee's so that they will be credited to the particular employee's individual account with P.E.R.S.

The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as "1959 Survivor Benefit, Fourth Level" based on the schedule of benefits as set forth in the California Public Employees' Retirement System (PERS) Section 21574 of the California Government Code. Each employee will make a contribution per pay period and the City will contribute a normal cost of no more than $4 per month per covered member as determined in the valuation report. Any future increases in the costs will be borne by the employee.

Section 18.02. RETIREMENT PLAN.

The City shall maintain a retirement benefit based upon the single highest year compensation for the safety employee hired before November 18, 2012 with a 3% @ 50 plan.

The City shall maintain a retirement benefit based on a "three year average final compensation" for the safety employee hired on or after November 18, 2012 with a 2% @ 55 plan.

Pursuant to the Public Employees' Pension Reform Act, safety employees hired on or after January 1, 2013, shall have a 2% at 57 retirement formula with a three year average final compensation.

All safety employees (in any tier) shall pay the employee's share of PERS. The employee's PERS share amount is dependent upon the employee's date of hire and corresponding
retirement plan.
ARTICLE 19
LAYOFF procedure

Section 19.01. NEED FOR LAYOFF. Whenever it becomes necessary, in the opinion of the City Council, to abolish a position or to reduce the number of employees in a given class in the classified service, the City Council may do so by stating in its proceedings its reasons therefore. However, no permanent full-time employee shall be separated from any department while there are emergency, seasonal, probationary, part-time or temporary employees serving in the same class of positions in the City.

Section 19.02. ORDER OF SEPARATION. In each classification in which there is to be a layoff, employees shall be separated from employment according to the employee's seniority within service. In case of the same hiring date, seniority shall be based upon hiring order.

Section 19.03. BUMPING RIGHTS. The employees laid off shall be entitled to displace to a position in the next lower class. Any employee so displaced shall be considered as laid off for the same reason as the person who displaced the employee and shall in the same manner be eligible to displace to the next lower class.

Section 19.04. WRITTEN NOTICE OF LAYOFF/REEMPLOYMENT RIGHTS. The employee laid off shall be given written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff and shall be informed of their reemployment status in writing. The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be based on last employee laid off is the first employee on the list, with other employees eligible in sequential order thereafter. Such list shall be used by the appointing officer when a vacancy for that class is to be filled before certification. Said reemployment list shall exist for one year.

Section 19.05. REAPPOINTMENT. The appointing officer shall reinstate the former employee to the highest available position in the layoff reemployment list, if any.

Section 19.06. REEMPLOYMENT PROCEDURE. The names of all permanent and nonpermanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be eligible for reemployment. Such reemployment list shall be based on: last employee laid off is the first employee on the list and first to be reemployed, with other employees being
eligible in sequential order thereafter. Said list shall exist for one year and shall have preference over all other employment lists.
ARTICLE 20
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.
ARTICLE 21
WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

During the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by the Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Without negating the provisions of this Article, the parties agree to the following two (2) exceptions to this waiver: 1) as specified in Section 16.4, and 2) to discuss potential changes resulting from a comprehensive update of the Personnel Rules. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.
ARTICLE 22
-EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City’s ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Memorandum of Understanding will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the Memorandum of Understanding during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.
ARTICLE 23
AMERICANS WITH DISABILITIES ACT

Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.
ARTICLE 24
REOPENNERS DURING THE MOU

During the term of this MOU, the parties agree to reopen the MOU on the following subjects:

1. Establishment of a retirement health savings plan/trust.
2. Revision of current Personnel Rules.
3. Revision of current Performance Evaluation Form(s).
4. Implementation/Impact of the pending payroll audit.

Any changes to the above subjects shall require either mutual agreement or exhaustion of the impasse process (including fact finding).

In the event that either statutory or case law is changed to allow future hires to be excluded from the CalPERS retirement system, the parties agree to reopen the MOU on the subject of exclusion of new hire employees from the CALPERS retirement system. Any change to this subject shall require mutual agreement.
ARTICLE 254

SEPARABILITY PROVISION

Should any provisions of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. The parties shall meet and confer over a new provision to replace any such provision stricken by law.
ARTICLE 265
TERM OF MEMORANDUM OF UNDERSTANDING

This Agreement shall become effective upon ratification by the Association and adoption by the City Council. The Agreement shall remain in effect from July 1st, 2026, through June 30th, 2029.

ARTICLE 276
RATIFICATION AND EXECUTION

The City's and the Association’s representatives have reached an understanding as to certain recommendations to be made to the City Council of the City of San Marino and have agreed that the parties will jointly urge the Council to adopt a new wage and salary resolution which will provide for the changes contained in this Memorandum of Understanding. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 14th day of December, 2016.

CITY OF SAN MARINO
SAN MARINO POLICE
OFFICERS’ ASSOCIATION

By: ________________________________  By: ________________________________

By: ________________________________  By: ________________________________

By: ________________________________  By: ________________________________
## EXHIBIT A: SAN MARINO POLICE OFFICERS' SALARY SCHEDULE

**EFFECTIVE JULY 26, 2019 THROUGH JUNE 30, 2020**

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The Police Education Incentive during this contract period is as follows.

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<th>Sergeant + Base</th>
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Merit increases are based on the following table for all employees in this bargaining unit:

- **Step A**: First six (6) months of employment.
- **Step B (*)**: Eligible after six (6) months of employment.
- **Step C (**)**: Eligible after eighteen (18) months of employment.
- **Step D (**)**: Eligible after thirty (30) months of employment.
- **Step E (**)**: Eligible after forty-two (42) months of employment.

(*) based on initial six (6) months of probation.

(**) based on merit recommended by Police Chief and subject to the approval of the City Manager.
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Attachment 7:

Resolution No. R-20-03 Management Employees Salary and Benefits Schedule
RESOLUTION NO. R-20-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARINO, CALIFORNIA,

WHEREAS, Section 02.05.01(A) of the City Code provides that salary and benefits plans for employees are a part of the City’s personnel rules and regulations when approved by resolution of the City Council; and

WHEREAS, Section 02.05.01(D) provides that the City Manager shall prepare salary and benefit schedules for presentation to the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN MARINO, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. That the “Management Employees Salary and Benefit Schedule” dated July 1, 2019 to June 30, 2022, as attached hereto, and made a part hereof shall be adopted as the salary and benefit schedule for Management employees in the City of San Marino.

SECTION 2. That the “Management Employees Salary and Benefit Schedule” shall become a part of the City’s personnel rules and regulations.

PASSED, APPROVED, AND ADOPTED, at a Regular Meeting of the City Council of the City of San Marino, California, on this 8th day of January, 2020.

GRETCHEN SHEPHERD ROMEY, MAYOR
CITY OF SAN MARINO

ATTEST:

EVA HETER, CITY CLERK
CITY OF SAN MARINO
I, Eva Heter, City Clerk of the City of San Marino, California, hereby certify that Resolution No R-20-03 was adopted by the City Council of the City of San Marino at a Regular Meeting held on the 8th day of January, 2020, and that the same was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

________________________________
EVA HETER, CITY CLERK
CITY OF SAN MARINO
Attachment 8:

Management Salary and Benefits Schedule – clean copy
MANAGEMENT EMPLOYEES
SALARY AND BENEFITS SCHEDULE
PERIOD COVERING
JULY 1, 2019 THROUGH JUNE 30, 2022

SECTION 1. INTRODUCTION

This salary and benefit schedule shall represent the compensation program provided to management employees of the City of San Marino for the period July 1, 2019 through June 30, 2022.

SECTION 2. SALARY

The following shall be the salary ranges for management employees:

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<tr>
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<tr>
<td><strong>CLASSIFICATION</strong></td>
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<td>EXECUTIVE MANAGERS:</td>
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<td>Finance Director</td>
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<td>Assistant City Manager</td>
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<tr>
<td>Recreation Manager</td>
</tr>
</tbody>
</table>

Effective July 1, 2020 (2%)

| **CLASSIFICATION**     | **RANGE**     |
| EXECUTIVE MANAGERS:    |              |
| Finance Director       | $11,724-$14,883 |
| Assistant City Manager | $12,002-$15,245 |
| Chief of Police        | $12,881-$16,699 |
| Fire Chief             | $12,881-$16,699 |
| Planning and Building Director | $11,724-$14,883 |
Management employees promoted to their position from within City employment shall receive at least a five percent (5%) salary increase. Management employees appointed from outside City employment shall receive a salary at the level approved by the City Manager.

Management employees shall be eligible for a merit increase within their appropriate salary range following their initial probationary period (for those who serve a probationary period), and each twelve (12) months thereafter, following an evaluation of the employee by the City Manager or his/her designee.

Employees with unsatisfactory performance shall not receive a merit increase.
SECTION 3. **TUITION REIMBURSEMENT**

Employees are eligible for reimbursement for costs incurred during the fiscal year related to pursuing a formal college degree. Costs for books, fees and tuition are eligible for reimbursement. Maximum annual reimbursement is $2,500 per employee. Actual amount may vary based on available funds and the number of members submitting for reimbursement and the total amount requested by applicants. Maximum annual funds available for the program is $5,000. Amount of funds to be dispersed will be established at the end of the fiscal year and will be based on the number of applicants and the total amount requested.

If the total amount requested exceeds $5,000, then the $2,500 maximum per applicant will be reduced for all applicants to an amount which will result in a cumulative maximum of $5,000.

- Example 1 – Five members apply. One for $2,500 and the others for $1,000 each. The maximum benefit would be reduced to $1,000 for each applicant.
- Example 2 - Three members apply. Two for $2,500 and one for $1,000. The maximum benefit would be reduced to $2,000 for each applicant.

SECTION 3. **VEHICLE USE**

Management employees required to use their own vehicles for City business may be reimbursed for mileage at the rate established by the Internal Revenue Service.

The following positions may be assigned City vehicles, with the approval of the City Manager, for their use due to the unique nature of these positions and their responsibility at any and all times to be called upon to respond to emergency situations:

- Police Chief
- Police Commander
- Police Captain
- Police Lieutenant
- Fire Chief
- Fire Division Chief
- Parks and Public Works Director/City Engineer
- Parks and Public Works Manager

The City will provide all maintenance upkeep, fuels, and insurance on the assigned City vehicle. Personal use of the assigned City vehicle beyond commuting from home to work and work to home is prohibited, except during those times when the employee is on call. In those cases, the employees personal use is limited to the local area. Any employee issued a City vehicle agrees to hold the City harmless to waive all rights to seek damages for injury to him/herself for personal use of the vehicle. The waiver shall be prepared by the City.

Assignment of a City vehicle may be revoked or modified by the City Council, City Manager, or respective department without recourse by the employee.

SECTION 4. **RETIREMENT**

New Members
The Public Employees’ Pension Reform Act of 2013 (PEPRA) defines a “new member” as any of the
following:

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

**Classic Members**

CalPERS refers to all members that do not fit within the definition of a new member as “classic members.”

**Fire Managers:**

Effective January 1, 2013, the employees’ retirement formula shall be determined by a three-tier system:

- **Tier 1:** For Classic Members hired by the City before July 1, 2006, the City has contracted with PERS to provide 3% at 50 Retirement Benefit with the single highest one-year salary calculated as final compensation. Employees shall pay the entire portion of the required 9% employee contribution on behalf of the employee to CalPERS.

- **Tier 2:** For Classic Members hired by the City on or after July 1, 2006 and before January 1, 2013, the City has contracted with PERS to provide 3% at 55 Retirement Benefit with the single highest one-year salary calculated as final compensation. Employees shall pay the entire portion of the required 9% employee contribution on behalf of the employee to CalPERS.

- **Tier 3:** For New Members, as defined by PEPRA, the City has contracted with PERS to provide 2% at 57 Retirement Benefit with three years of their highest average salary calculated as final compensation. As of July 1, 2019, the required employee contribution for new members is 10.75%. This amount will be adjusted periodically by CalPERS.

**Police Managers:**

Effective January 1, 2013, the employees’ retirement formula shall be determined by a three-tier system:

- **Tier 1:** For Classic Members hired by the City before November 18, 2012, the City has contracted with PERS to provide 3% at 50 Retirement Benefit with the single highest one-year salary calculated as final compensation. Employees shall pay the entire portion of the required 9% employee contribution on behalf of the employee to CalPERS.

- **Tier 2:** For Classic Members hired by the City on or after November 18, 2012, the City has contracted with PERS to provide 2% at 55 Retirement Benefit with three years of their highest average salary calculated as final compensation. Employees shall pay the entire portion of the required 7% employee contribution on behalf of the employee to CalPERS.

- **Tier 3:** For New Members, as defined by PEPRA, the City has contracted with PERS to provide 2% at 57 Retirement Benefit with three years of their highest average salary calculated as final compensation. As of July 1, 2019, the required employee contribution for new members is 10.75%. This amount will be adjusted periodically by CalPERS.

**Miscellaneous (Non-Sworn) Managers:**

Effective January 1, 2013, the employees’ retirement formula shall be determined by a three-tier system:

- **Tier 1:** For Classic Members hired by the City before July 1, 2012, the City has contracted with PERS to provide 2% at 55 Retirement Benefit with the single highest one-year salary calculated as final compensation. Employees shall pay the entire portion of the required 7% employee contribution...
on behalf of the employee to CalPERS.

**Tier 2:** For Classic Members hired by the City after July 1, 2012, the City has contracted with PERS to provide 2% at 60 Retirement Benefit with three years of their highest average salary calculated as final compensation. Employees shall pay the entire portion of the required 7% employee contribution on behalf of the employee to CalPERS.

**Tier 3:** For New Members, as defined by PEPRA, the City has contracted with PERS to provide 2% at 62 Retirement Benefit with three years of their highest average salary calculated as final compensation. As of July 1, 2019, the required employee contribution for new members is 7.25%. This amount will be adjusted periodically by CalPERS.

**SECTION 5. MEDICAL AND OTHER HEALTH BENEFITS**

(a) **FLEXIBLE MEDICAL BENEFITS.** Effective February 1, 2009 the City of San Marino commenced participation in the Public Employees’ Medical and Hospital Care Act, Government Code Sections 22750 et. seq. The employer contribution for annuitants shall at all times equal employer contribution paid for active employees. Medical benefits shall be under the P.E.R.S. medical program.

(b) **OTHER HEALTH BENEFITS.** The City shall make available to current employees group dental, and vision programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually. The City shall notify employees of the join/remove period by providing a notice with payroll at least three (3) weeks prior to the time period.

(c) **EMPLOYEE PARTICIPATION.** All employees shall be covered under the PERS medical program, except as provided for herein. The employee may select from the PERS plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the PERS health plan as permitted by the insurance company. Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee's paycheck to pay the difference.

(d) **CITY CONTRIBUTION.** The City's contribution is established at two-hundred seventy-five dollars ($275.00) per month per annuitant and active employee. This monthly contribution shall only increase as required by the Board of Administration of the Public Employees’ Retirement System or the State Legislature, as set forth in Government Code Section 22892.

The City of San Marino will establish a flexible floating fringe benefit pool (“FFBP”) for currently active employees. This “FFBP” shall not be used by any current annuitants or future annuitants. The purpose of the “FFBP” is to provide current active employees with additional health insurance, life insurance, vision insurance and dental insurance. The City of San Marino shall contribute the following flat rates on behalf of each currently active employee to the “FFBP”: July 1, 2019: Eleven Hundred ($1,025.00) per month

July 1, 2020: Twelve Hundred ($1,125.00) per month

July 1, 2021: Thirteen Hundred ($1,225.00) per month

For employees who have or continue to exercise the cash-out option the following shall apply:
Only employees currently exercising the cash-out option may utilize this option. The current cash-out amount is “capped” at the existing amount; it may not be increased in the future. If reduced in the future, it may not go back up.

Current Employees not utilizing benefit may not utilize the benefit in the future.

Additional flex dollars (7/01/2019, 07/01/2020 and 07/01/2021) may not be cashed out.

New hires are not eligible for any cash out.

The cash out shall not be compensable to CalPERS as salary pursuant to the California Code of Regulations Chapter 2, Article 5, Section 571 (2CCR571). In the event that the “FFBP” fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference.

If an employee is able to provide proof of coverage under a spouse's or other health insurance plan, the employee need not obtain health insurance under the City's provided PERS medical program. All employees electing not to participate in the City's PERS medical program shall be required to:

1. Submit adequate written proof of medical coverage;
2. Provide the City with no less than thirty (30) days written notice before any such medical coverage is canceled; and
3. Execute a liability and hold harmless release form removing the City from all liability resulting from medical coverage or the lack thereof.

(e) RETIREE PARTICIPATION. Retirees, who have retired under a PERS retirement program after a minimum of five (5) years of full-time employment with the City or who have been authorized by the City Manager, shall be eligible to participate in the PERS medical program, the dental program and the vision plan provided by the City for current employees as provided in this Article.

Retirees and their dependents shall be eligible to remain in the PERS medical program for as long as they shall meet the requirements of said program. Retirees shall be eligible to participate in the other health programs provided for herein until they reach the age of sixty-five (65). Retirees may carry dependent coverage under the health programs (other than PERS medical) provided for herein until the dependent reaches the age of sixty-five (65).

Retirees shall be provided $275 per month, to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance due. Should the retiree select a program(s) costing less than the amount provided by the City or elect not to have any coverage, the employee shall have no rights to the balance available.

The City shall increase the contribution available to retirees by the amount required by the PERS medical program.

(f) LONG TERM DISABILITY INSURANCE. The City shall provide a Long Term Disability (LTD) insurance program for affected employees. The cost of the the LTD Insurance shall be split 50/50 between the City and the employee. The employee cost for said LTD insurance shall be paid by the employee from the monthly City contribution, or through payroll deduction, if necessary. All affected employees shall be required to participate in the Long Term Disability insurance program.
The Short/Long Term Disability program shall be with a thirty (30) day elimination period up to age 65.

(g) LIFE INSURANCE. The City shall provide a life insurance benefit in the amount of fifty thousand dollars ($50,000.00) per employee. The cost of the life insurance shall be split 50/50 between the City and the employee. The employee cost for said life insurance shall be paid by the employee from the monthly City contribution.

All affected employees shall be required to participate in the life insurance program. An employee may buy additional life insurance at their own cost.

SECTION 7. NON-SWORN WORK SCHEDULES

Effective March 1, 2020, the following work schedule shall take effect:

- Monday-Thursday: 7:00 a.m. to 5:00 p.m.
- Friday: 7:00 a.m. to 11:00 a.m.

Affected Employees Include:

- City Hall:
  - Accounting Manager/Controller
  - Finance Director
  - Human Resources Manager
  - Planning and Building Director
- Community Services:
  - Community Services Director
- Police:
  - Police Records Manager
- Public Works:
  - Parks and Public Works Director
  - Public Works-Parks Division Manager

Exceptions:

- City Librarian: Monday through Friday 9:00 a.m to 6:00 p.m.

SECTION 8. HOLIDAYS

All management employees shall be entitled to the following eleven (11) holidays as days off with pay:

- New Year’s Day
- President’s Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Friday after Thanksgiving
SECTION 9. SICK LEAVE

Sick leave shall be used solely for:

- Diagnosis, care or treatment of an existing health condition or preventative care for an employee or an employee’s family member(s). Family member includes parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
- To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking as described in Labor Code Section 230(c) and 230.1(a).

In the event an employee experiences a catastrophic illness, the employee may be credited donated sick leave hours from other employees’ sick leave accruals upon prior approval of the City Manager. The employee must first exhaust all their sick and vacation leave prior to receiving any sick leave donation. Catastrophic leave will be approved upon presentation of a "medical certification of a serious health condition."

Each employee shall accrue five (5) hours of sick leave time at the end of each pay period not to exceed ten (10) hours per month, up to a maximum of two-hundred and forty (240) hours. Upon reaching the maximum accrual allowed, accrued hours received above the maximum shall be placed in a “bank,” only to be used in the event of a catastrophic illness with the approval of the City Manager.

An employee shall submit a "Leave Request" form to the City Manager no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments. An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness. Newly hired employees shall receive sixty (60) hours of sick leave time on the date of initial hire as an advance for accruals, and shall be eligible to begin the monthly accrual provided for herein beginning the first day of the month following completion of six (6) months of employment.

Employees leaving employment with the City for any reason within the first six (6) months of employment, having received an advance for accruals of sick leave time and having used said sick leave time at a rate greater than ten (10) or twelve (12) hours as applicable of sick leave time off for each month of actual employment during the six (6) month period of the advance, shall have the amount of sick leave time off in excess of ten (10) or twelve (12) hours per month deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

No portion of this Section shall be deemed to prevent an employee from utilizing other accrued leave time for the purpose of medical or sick leave.

Management employees may elect to cash out sick leave balances in excess of 160 hours at a rate of .50 on the dollar of their base hourly rate of pay. Employees must maintain a minimum of 160 hours of sick leave in order to be compensated. Accruals will be based on balances during the last pay period of each fiscal year. Employees shall have no vested rights in the accrued sick leave time upon termination with the City.

SECTION 10. BEREAVEMENT LEAVE
On the death of a member of an employee's immediate family; meaning spouse, natural or adopted child, step-child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother-in-law or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:

(a) If the death occurred within a two hundred (200) mile radius of the City of San Marino, the employee shall be granted up to three (3) days bereavement leave.

(b) If the death occurred outside a two hundred (200) mile radius of the City of San Marino, the employee shall be granted up to five (5) days bereavement leave.

Upon request, the City Manager may grant paid bereavement leave in excess of the leave provided herein.

SECTION 11. VACATION LEAVE

All management employees shall accrue vacation leave in accordance with the following formula:

(a) 7.5 hours for each month during the first (1st) through fifth (5th) year of employment (90.0 hours annually).

(b) 8.0 hours for each month during the sixth (6th) year of employment (96.0 hours annually).

(c) 9.0 hours for each month during the seventh (7th) year of employment (108.0 hours annually).

(d) 9.5 hours for each month during the eighth (8th) year of employment (114.0 hours annually).

(e) 10.0 hours for each month during the ninth (9th) through the nineteenth (19th) year of employment (120.0 hours annually).

(f) 11.5 hours for each month during the fifteenth (15th) through the nineteenth (19th) year of employment (138 hours annually).

(g) 13.5 hours for each month during the twentieth (20th) through the twenty-fifth (25th) year of employment (162.0 hours annually).

(h) 15.0 hours for each month beginning with the twenty-sixth (26th) year of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee only at the end of the pay period in which the employee was in the service of the City. If employment begins prior to the fifteenth (15th) of the month, vacation leave shall be accrued for that month. If employment begins after the fifteenth (15th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin at the end of the first pay period ending after the employee's anniversary date of original employment with the City, regardless of any promotions or
demotions. If the anniversary date is the first (1st) of the month the higher rate shall be credited for that month. If the anniversary date is the sixteenth (16th) of the month the higher rate shall begin with the first (1st) day of the following month.

Management employees shall be eligible to accrue a maximum of two (2) times the annual vacation leave for which the employee is eligible pursuant to this Section. Vacation leave in excess of the maximum accrual shall be compensated on the regular payroll following the month in which the maximum accrual was attained at the hourly rate pay in effect in the month of accrual. Accrual in excess of the maximum permitted herein may be granted by the City Manager if special circumstances so warrant.

SECTION 12. ADMINISTRATIVE LEAVE

Management employees shall be eligible for administrative leave in recognition of the additional hours required in performance of their duties. Administrative leave shall be taken only upon the approval of the City Manager. Administrative leave shall be accrued at the end of the first pay period beginning after July 1st of each year and shall not be carried beyond the fiscal year in which it is accrued, and remaining administrative leave time shall not be compensated.

Management employees may accrue up to eighty 80 hours of administrative leave annually at the discretion of the City Manager.

SECTION 13. OTHER LEAVES OF ABSENCE

Management employees may be eligible for absence without pay for periods of up to thirty (30) days upon approval of the City Manager.

Management employees may be eligible for absence with or without pay for a period of not more than one (1) year upon approval of the City Manager and the City Council.

SECTION 14. PROBATION UPON APPOINTMENT

All management employees who are not at will, shall be subject to a twelve (12) month probationary period following their appointment to a management position, unless extended further by the City Manager.

SECTION 15. UNIFORMS

Management employees required to wear a uniform regularly as part of their duties for the City shall have the uniforms provided by the City. Fire Division Chiefs shall be provided the sum of $200 each year for maintenance of regular fire uniforms.

The Parks & Public Works Division Manager shall be provided the sum of $200 each year for replacement of work boots.

SECTION 16. SEVERANCE PROVISION FOR AT-WILL DEPARTMENT HEADS

In recognition of the fact that Department Heads serve at the will and pleasure of the City Manager (with City Council concurrence), the City Manager may offer severance pay to any Department Head who is terminated involuntarily or pursuant to a negotiated separation agreement, in an amount not to exceed four months of base salary.
The amount of such severance shall be determined by the City Manager and shall be subject to the following provisions:

1.) An employee must have at least 12 months of service as a Department Head with the City.
2.) An employee may be eligible for up to four months of base salary based on years of service as a Department Head, as follows:
   • 0-12 months - No Severance
   • Completion of 12 months - 1 month of severance pay
   • Completion of 24 months - 2 months of severance pay
   • Completion of 36 months - 3 months of severance pay
   • Completion of 48 months - 4 month of severance pay
3.) The above amounts are maximums; the City Manager may offer a lesser amount or no amount.
4.) Any severance pay is conditioned on the execution of a full release and waiver as to all employment-related issues by the Department Head.
5.) This provision shall not apply to any retirement (either service or disability), death, and/or any voluntary resignation by a Department Head.

SECTION 17. RETIREMENT HEALTH SAVINGS PLAN

The City agrees to sponsor a Retirement Health Savings Plan (RHS), pursuant to the employee group agreeing on contributions and meeting the RHS plan criteria.

At this time, mid-managers (non-public safety) have not elected to form a RHS group.

The Executive Managers portion of this group (non-public safety) has elected to consolidate for the purposes of forming a Retirement Health Savings Plan, which requires the Executive members to deposit one hundred percent (100%) of excess vacation as accrued by paycheck and one hundred percent (100%) of sick leave cash out of time above the required balance of 160 hours at the end of the fiscal year.

Fire Managers have elected to participate in RHS, requiring 100% of excess sick leave payout on annual basis (above 160 hours); 100% of excess vacation payout as accrued (by paycheck); 100% of vacation payout upon separation of service; and 100% of holiday pay on annual basis.

Police Managers have elected to participate in RHS, requiring 3% of earning for the plan (effective July 1, 2011) and 100% of sick leave cash out at the end of the fiscal year (above 160 hours).
Attachment 9:

Management Salary and Benefits Schedule – red line version
MANAGEMENT EMPLOYEES

SALARY AND BENEFITS SCHEDULE

PERIOD COVERING

JULY 1NE-26, 2019 THROUGH JUNE 3022, 2022

SECTION 1. INTRODUCTION

This salary and benefit schedule shall represent the compensation program provided to management employees of the City of San Marino for the period July 1NE-26, 2019 through June 3022, 2022.

SECTION 2. SALARY

The following shall be the salary ranges for management employees:

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*Salary Ranges for the retroactive periods are as follows:
- FY 2013-14: $10,086-$12,809 monthly
- FY(s) 2014-15 & 2015-16: $10,388-$13,193 monthly

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<tr>
<th>Position</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Fire Chief</td>
<td>$110,356 - $143,422</td>
</tr>
<tr>
<td>Fire Division Chief</td>
<td>$100,819 - $132,734</td>
</tr>
<tr>
<td>Public Works Division Manager</td>
<td>$87,192 - $109,222</td>
</tr>
<tr>
<td>Environmental Services Code Enforcement Manager</td>
<td>$7,621 - $98,526</td>
</tr>
<tr>
<td>Police Commander</td>
<td>$119,214 - $143,236</td>
</tr>
<tr>
<td>Police Captain</td>
<td>$10,819 - $132,734</td>
</tr>
<tr>
<td>Police Lieutenant</td>
<td>$98,574 - $121,228</td>
</tr>
</tbody>
</table>

**EXECUTIVE MANAGERS:**

<table>
<thead>
<tr>
<th>Position</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Director</td>
<td>$11,958 - $153,180</td>
</tr>
<tr>
<td>Assistant City Manager</td>
<td>$121,242 - $154,550</td>
</tr>
<tr>
<td>Chief of Police</td>
<td>$132,139 - $175,033</td>
</tr>
<tr>
<td>Fire Chief*</td>
<td>$134,139 - $174,324</td>
</tr>
<tr>
<td>Planning and Building Director</td>
<td>$119,958 - $152,181</td>
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<tr>
<td>Community Services Director</td>
<td>$109,522 - $132,304</td>
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<tr>
<td>Parks and Public Works Director/City Engineer</td>
<td>$110,724 - $143,883</td>
</tr>
<tr>
<td>Assistant to the City Manager</td>
<td>$8,363 - $10,427</td>
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<tr>
<td>Human Resources Manager</td>
<td>$8,363 - $10,427</td>
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**GENERAL MANAGERS:**

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Deputy Fire Chief</td>
<td>$110,583 - $143,710</td>
</tr>
<tr>
<td>Fire Division Chief</td>
<td>$110,035 - $143,008</td>
</tr>
<tr>
<td>Public Works Division Manager</td>
<td>$87,355 - $109,439</td>
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<tr>
<td>Environmental Services Code Enforcement Manager</td>
<td>$7,773 - $9,715</td>
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<tr>
<td>Police Commander</td>
<td>$110,438 - $143,525</td>
</tr>
<tr>
<td>Police Captain</td>
<td>$110,035 - $143,008</td>
</tr>
<tr>
<td>Police Lieutenant</td>
<td>$9,766 - $121,472</td>
</tr>
</tbody>
</table>

**Effective July 124, 202148 (2%)**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Clerk</td>
<td>$8,136 - $9,926</td>
</tr>
<tr>
<td>City Librarian</td>
<td>$8,363 - $10,427</td>
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<tr>
<td>Recreation Manager</td>
<td>$82,363 - $109,427</td>
</tr>
<tr>
<td>Police Records Manager</td>
<td>$86,363 - $108,427</td>
</tr>
</tbody>
</table>

*NOTE: The Fire Chief shall be eligible for Special Assignment Pay as a result of the Tri City Fire Command Agreement. Special Assignment Pay is at the City Manager’s discretion and subject to Council approval.*
Management employees promoted to their position from within City employment shall receive at least a five percent (5%) salary increase. Management employees appointed from outside City employment shall receive a salary at the level approved by the City Manager.

Management employees shall be eligible for a merit increase within their appropriate salary range following their initial probationary period (for those who serve a probationary period), and each twelve (12) months thereafter, following an evaluation of the employee by the City Manager or his/her designee. Employees with unsatisfactory performance shall not receive a merit increase, or any other salary increase granted by the City Council, including cost of living adjustments.

Management employees appointed to a position from outside the City may be paid at a salary range higher than those indicated in this Section upon recommendation of the City Manager and approval of the City Council.

The technology allowance for management employees may be up to $200 per month, at the City Manager’s discretion.

SECTION 3. TUITION REIMBURSEMENT

Employees are eligible for reimbursement for costs incurred during the fiscal year related to pursuing a formal college degree. Costs for books, fees and tuition are eligible for reimbursement. Maximum annual reimbursement is $2,500 per employee. Actual amount may vary based on available funds and the number of members submitting for reimbursement and the total amount requested by applicants. Maximum annual funds available for the program is $5,000. Amount of funds to be dispersed will be established at the end of the fiscal year and will be based on the number of applicants and the total amount requested.

If the total amount requested exceeds $5,000, then the $2,500 maximum per applicant will be reduced for all applicants to an amount which will result in a cumulative maximum of $5,000.

- Example 1 - Five members apply. One for $2,500 and the others for $1,000 each. The maximum benefit would be reduced to $1,000 for each applicant.
- Example 2 - Three members apply. Two for $2,500 and one for $1,000. The maximum benefit would be reduced to $2,000 for each applicant.

SECTION 3. VEHICLE USE

Management employees required to use their own vehicles for City business may be reimbursed for mileage at the rate established by the Internal Revenue Service.

The following positions may be assigned City vehicles, with the approval of the City Manager, for their use due to the unique nature of these positions and their responsibility at any and all times to be called upon to respond to emergency situations:

- Police Chief
- Police Commander
- Police Captain
- Police Lieutenant
- Fire Chief
- Fire Division Chief
Parks and Public Works Director/City Engineer
Parks and Public Works Manager

The City will provide all maintenance upkeep, fuels, and insurance on the assigned City vehicle. Personal use of the assigned City vehicle beyond commuting from home to work and work to home is prohibited, except during those times when the employee is on call. In those cases, during which time the employees personal use is limited to the local area. Any employee issued a City vehicle agrees to hold the City harmless to waive all rights to seek damages for injury to him/herself for personal use of the vehicle. The waiver shall be prepared by the City.

Assignment of a City vehicle may be revoked or modified by the City Council, or City Manager, or respective department manager without recourse by the employee.

SECTION 4. RETIREMENT

Employees shall pay the full amount of the employee’s seven percent (7%) contribution for non-public safety managers and nine percent (9%) for public safety managers to the California Public Employees Retirement System. Police managers hired after November 18, 2012, shall pay seven percent (7%) contribution to the California Public Employees Retirement System. Employees hired on or after January 1, 2013 shall pay 6.5% for non-public safety managers and 10.25% for Police safety managers (or half of the normal costs of the employee’s contribution) to the California Public Employees Retirement System. Fire safety managers hired after October 6, 2013, the employees shall pay 10.25% of the employee’s share to the California Public Employees Retirement System (or half of the normal costs of the employee’s contribution). The contribution shall be reported as being those of the affected employee so they will be credited to the particular employee's account with P.E.R.S. The retirement program shall be the same as for general or public safety employees of the City, as applicable.

Classic Management employees (hired prior to July 1, 2012) (not public safety) shall be eligible to retire 2% at 55 upon the single highest compensation for the retiring employee. Management employees (except for public safety employees which are subject to their established P.E.R.S. retirement benefit) hired on or after July 1, 2012, shall be eligible to retire under the 2% at 60 formula based on highest average annual pensionable compensation earned during the last three years. Pursuant to Pension Reform Act, non-public safety employees hired on or after January 1, 2013 shall be eligible to retire 2% at 62 based on highest average pensionable compensation earned during the last three years.

New Members
The Public Employees’ Pension Reform Act of 2013 (PEPRA) defines a “new member” as any of the following:

• A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
• A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
• A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

Classic Members
CalPERS refers to all members that do not fit within the definition of a new member as “classic members.”

Fire Managers:
Effective January 1, 2013, the employees’ retirement formula shall be determined by a three-tier system:
Tier 1: For Classic Members hired by the City before July 1, 2006, the City has contracted with PERS to provide 3% at 50 Retirement Benefit with the single highest one-year salary calculated as final compensation. Employees shall pay the entire portion of the required 9% employee contribution on behalf of the employee to CalPERS.

Tier 2: For Classic Members hired by the City on or after July 1, 2006 and before January 1, 2013 the City has contracted with PERS to provide 3% at 55 Retirement Benefit with the single highest one-year salary calculated as final compensation. Employees shall pay the entire portion of the required 9% employee contribution on behalf of the employee to CalPERS.

Tier 3: For New Members, as defined by PEPRA, the City has contracted with PERS to provide 2% at 57 Retirement Benefit with three years of their highest average salary calculated as final compensation. As of July 1, 2019, the required employee contribution for new members is 10.75%. This amount will be adjusted periodically by CalPERS.

Police Managers:
Effective January 1, 2013, the employees’ retirement formula shall be determined by a three-tier system:

Tier 1: For Classic Members hired by the City before November 18, 2012, the City has contracted with PERS to provide 3% at 50 Retirement Benefit with the single highest one-year salary calculated as final compensation. Employees shall pay the entire portion of the required 9% employee contribution on behalf of the employee to CalPERS.

Tier 2: For Classic Members hired by the City on or after November 18, 2012, the City has contracted with PERS to provide 2% at 55 Retirement Benefit with three years of their highest average salary calculated as final compensation. Employees shall pay the entire portion of the required 7% employee contribution on behalf of the employee to CalPERS.

Tier 3: For New Members, as defined by PEPRA, the City has contracted with PERS to provide 2% at 57 Retirement Benefit with three years of their highest average salary calculated as final compensation. As of July 1, 2019, the required employee contribution for new members is 10.75%. This amount will be adjusted periodically by CalPERS.

Miscellaneous (Non-Sworn) Managers:
Effective January 1, 2013, the employees’ retirement formula shall be determined by a three-tier system:

Tier 1: For Classic Members hired by the City before July 1, 2012, the City has contracted with PERS to provide 2% at 55 Retirement Benefit with the single highest one-year salary calculated as final compensation. Employees shall pay the entire portion of the required 7% employee contribution on behalf of the employee to CalPERS.

Tier 2: For Classic Members hired by the City after July 1, 2012, the City has contracted with PERS to provide 2% at 60 Retirement Benefit with three years of their highest average salary calculated as final compensation. Employees shall pay the entire portion of the required 7% employee contribution on behalf of the employee to CalPERS.

Tier 3: For New Members, as defined by PEPRA, the City has contracted with PERS to provide 2% at 62 Retirement Benefit with three years of their highest average salary calculated as final compensation. As of July 1, 2019, the required employee contribution for new members is 7.25%. This amount will be adjusted periodically by CalPERS.

SECTION 5. MEDICAL AND OTHER HEALTH BENEFITS
(a) FLEXIBLE MEDICAL BENEFITS. Effective February 1, 2009 the City of San Marino commenced participation in the Public Employees’ Medical and Hospital Care Act, Government Code Sections 22750 et. seq. The employer contribution for annuitants shall at all times equal employer contribution paid for active employees. Medical benefits shall be under the P.E.R.S. medical program.

(b) OTHER HEALTH BENEFITS. The City shall make available to current employees group dental, vision and life insurance and long term disability insurance programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually. The City shall notify employees of the join/remove period by providing a notice with payroll at least three (3) weeks prior to the time period.

(c) EMPLOYEE PARTICIPATION. All employees shall be covered under the P.E.R.S. medical program, except as provided for herein. The employee may select from the P.E.R.S. plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the P.E.R.S. health plan as permitted by the insurance company. Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee's paycheck to pay the difference.

(d) CITY CONTRIBUTION. The City's contribution is established at two-hundred seventy-five dollars ($275.00) per month per annuitant and active employee. This monthly contribution shall only increase as required by the Board of Administration of the Public Employees’ Retirement System or the State Legislature, as set forth in Government Code Section 22892.

The City of San Marino will establish a flexible floating fringe benefit pool (“FFBP”) for currently active employees. This “FFBP” shall not be used by any current annuitants or future annuitants. The purpose of the “FFBP” is to provide current active employees with additional health insurance, life insurance, vision insurance and dental insurance. The City of San Marino shall contribute the following flat rates on behalf of each currently active employee to the “FFBP”: a flat rate of nine hundred and twenty-five dollars ($925.00) per month on behalf of each currently active employee to the “FFBP”:

- July 1, 2019: Eleven Hundred ($1,025.00) per month
- July 1, 2020: Twelve Hundred ($1,125.00) per month
- July 1, 2021: Thirteen Hundred ($1,225.00) per month

For employees who have or continue to exercise the cash-out option the following shall apply:

- Only employees currently exercising the cash-out option may utilize this option. The current cash-out amount is “capped” at the existing amount; it may not be increased in the future. If reduced in the future, it may not go back up.
- Current Employees not utilizing benefit may not utilize the benefit in the future.
- Additional flex dollars (7/01/2019, 07/01/2020 and 07/01/2021) may not be cashed out.
- New hires are not eligible for any cash out.

Should the employee select a program which is less than the City’s current contribution, employees hired prior to July 1, 2012, the difference may be placed in a deferred compensation plan provided by the City for each dollar remaining or receive the entire “FFBP” allotment of $1,200.00 in cash, less applicable taxes. Said cash out, shall not be compensable to CalPERS as salary pursuant to California Code of Regulations Chapter 2, Article 5, Section 571 (2CCR571).
For employees hired on or after July 1, 2012, should the employee select a program which is less than the City’s current contribution, the employee shall be eligible to cash out, or place in deferred compensation the difference of 50%; they may continue to do so with the same amounts in effect June 25, 2016. Said 50% of the cash out shall not be compensable to CalPERS as salary pursuant to the California Code of Regulations Chapter 2, Article 5, Section 571 (2CCR571). Effective June 26, 2016, those employees are eligible for 100% of the difference; however, this additional FFBP may only be placed in deferred compensation. Employees hired on or after October 12, 2016 will be required to place all FFBP in deferred compensation if not utilized.

In the event that the “FFBP” fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference.

If an employee is able to provide proof of coverage under a spouse's or other health insurance plan, the employee need not obtain health insurance under the City's provided P.E.R.S. medical program. All employees electing not to participate in the City's P.E.R.S. medical program shall be required to:

1. Submit adequate written proof of medical coverage;
2. Provide the City with no less than thirty (30) days written notice before any such medical coverage is canceled; and
3. Execute a liability and hold harmless release form removing the City from all liability resulting from medical coverage or the lack thereof.

(c) RETIREE PARTICIPATION. Retirees, who have retired under a P.E.R.S. retirement program after a minimum of five (5) years of full-time employment with the City or who have been authorized by the City Manager, shall be eligible to participate in the P.E.R.S. medical program, the dental program and the vision plan provided by the City for current employees as provided in this Article.

Retirees and their dependents shall be eligible to remain in the P.E.R.S. medical program for as long as they shall meet the requirements of said program. Retirees shall be eligible to participate in the other health programs provided for herein until they reach the age of sixty-five (65). Retirees may carry dependent coverage under the health programs (other than P.E.R.S. medical) provided for herein until the dependent reaches the age of sixty-five (65).

Retirees shall be provided $275 per month, to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance due. Should the retiree select a program(s) costing less than the amount provided by the City or elect not to have any coverage, the employee shall have no rights to the balance available.

Each August 1st thereafter, the City shall increase the contribution available to retirees by the amount required by the P.E.R.S. medical program.

(f) LONG TERM DISABILITY INSURANCE. The City shall provide a Long Term Disability (LTD) insurance program for affected employees. The cost of the the LTD Insurance shall be split 50/50 between the City and the employee. The employee cost for said LTD insurance shall be paid by the employee from the monthly City contribution, or through payroll deduction, if necessary. All affected employees shall be required to participate in the Long Term Disability insurance program.
The Short/Long Term Disability program shall be with a thirty (30) day elimination period up to age 65.

(g) LIFE INSURANCE. The City shall provide a life insurance benefit in the amount of fifty thousand dollars ($50,000.00) per employee. The cost of the life insurance shall be split 50/50 between the City and the employee. The employee cost for said life insurance shall be paid by the employee from the monthly City contribution.

All affected employees shall be required to participate in the life insurance program. An employee may buy additional life insurance at their own cost.

SECTION 7. NON-SWORN WORK SCHEDULES

Effective March 1, 2020, the following work schedule shall take effect:

Monday-Thursday 7:00 a.m. to 5:00 p.m.
Friday .................. 7:00 a.m. to 11:00 a.m.

Affected Employees Include:

- City Hall:
  - Accounting Manager/Controller
  - Finance Director
  - Human Resources Manager
  - Planning and Building Director

- Community Services:
  - Community Services Director

- Police:
  - Police Records Manager

- Public Works:
  - Parks and Public Works Director
  - Public Works-Parks Division Manager

Exceptions:

- City Librarian: Monday through Friday 9:00 a.m to 6:00 p.m.

SECTION 8. HOLIDAYS

All management employees shall be entitled to the following eleven (11) holidays as days off with pay:

- New Year's Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
SECTION 98. SICK LEAVE

Sick leave shall be used solely for:

- Diagnosis, care or treatment of an existing health condition or preventative care for an employee or an employee’s family member(s). Family member includes parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
- To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking as described in Labor Code Section 230(c) and 230.1(a).

In the event an employee experiences a catastrophic illness, the employee may be credited donated sick leave hours from other employees’ sick leave accruals upon prior approval of the City Manager. The employee must first exhaust all their sick and vacation leave prior to receiving any sick leave donation. 

Catastrophic leave will be approved upon presentation of a "medical certification of a serious health condition."

Each employee shall accrue five (5) hours of sick leave time at the end of each pay period not to exceed ten (10) hours per month, up to a maximum of two-hundred and forty (240) hours. Upon reaching the maximum accrual allowed, accrued hours received above the maximum shall be placed in a “bank,” only to be used in the event of a catastrophic illness with the approval of the City Manager.

An employee shall submit a "Leave Request" form to the City Manager no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments. An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

Newly hired employees shall receive sixty (60) hours of sick leave time on the date of initial hire as an advance for accruals, and shall be eligible to begin the monthly accrual provided for herein beginning the first day of the month following completion of six (6) months of employment.

Employees leaving employment with the City for any reason within the first six (6) months of employment, having received an advance for accruals of sick leave time and having used said sick leave time at a rate greater than ten (10) or twelve (12) hours as applicable of sick leave time off for each month of actual employment during the six (6) month period of the advance, shall have the amount of sick leave time off in excess of ten (10) or twelve (12) hours per month deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

No portion of this Section shall be deemed to prevent an employee from utilizing other accrued leave time for the purpose of medical or sick leave.

Management employees may elect to cash out sick leave balances in excess of 160 hours at a rate of .50 on the dollar of their base regular hourly rate of pay. Employees must maintain a minimum of 160 hours of sick leave in order to be compensated. Accruals will be based on balances during the last pay period of each fiscal year covered by the contract. Employees shall have no vested rights in the accrued
sick leave time upon termination with the City.

| SECTION 109. BEREAVEMENT LEAVE |

On the death of a member of an employee's immediate family; meaning spouse, natural or adopted child, step-child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother-in-law or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:

(a) If the death occurred within a two hundred (200) mile radius of the City of San Marino, the employee shall be granted up to three (3) days bereavement leave.

(b) If the death occurred outside a two hundred (200) mile radius of the City of San Marino, the employee shall be granted up to five (5) days bereavement leave.

Upon request, the City Manager may grant paid bereavement leave in excess of the leave provided herein.

| SECTION 110. VACATION LEAVE |

All management employees shall accrue vacation leave in accordance with the following formula:

(a) 7.5 hours for each month during the first (1st) through fifth (5th) year of employment (90.0 hours annually).

(b) 8.0 hours for each month during the sixth (6th) year of employment (96.0 hours annually).

(c) 9.0 hours for each month during the seventh (7th) year of employment (108.0 hours annually).

(d) 9.5 hours for each month during the eighth (8th) year of employment (114.0 hours annually).

(e) 10.0 hours for each month during the ninth (9th) through the nineteenth (19th) year of employment (120.0 hours annually).

(f) 11.5 hours for each month during the fifteenth (15th) through the nineteenth (19th) year of employment (138 hours annually).

(g) 13.5 hours for each month during the twentieth (20th) through the twenty-fifth (25th) year of employment (162.0 hours annually).

(h) 15.0 hours for each month beginning with the twenty-sixth (26th) year of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee only at the end of the pay period in which the employee was in the service of the City. If employment begins prior to the fifteenth (15th) of the month, vacation leave shall be accrued for that month. If employment begins after the fifteenth (15th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month.
Accrual at the next highest incremental rate shall begin at the end of the first pay period ending after the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is the first (1st) of the month the higher rate shall be credited for that month. If the anniversary date is the sixteenth (16th) of the month the higher rate shall begin with the first (1st) day of the following month.

Management employees shall be eligible to accrue a maximum of two (2) times the annual vacation leave for which the employee is eligible pursuant to this Section. Vacation leave in excess of the maximum accrual shall be compensated on the regular payroll following the month in which the maximum accrual was attained at the hourly rate pay in effect in the month of accrual. Accrual in excess of the maximum permitted herein may be granted by the City Manager if special circumstances so warrant.

SECTION 124. ADMINISTRATIVE LEAVE

Management employees shall be eligible for administrative leave in recognition of the additional hours required in performance of their duties. Administrative leave shall be taken only upon the approval of the City Manager. Administrative leave shall be accrued at the end of the first pay period beginning after July 1st of each year and shall not be carried beyond the fiscal year in which it is accrued, and remaining administrative leave time shall not be compensated.

Management employees may accrue up to eighty 80 hours of administrative leave annually at the discretion of the Department Head or City Manager.

SECTION 132. OTHER LEAVES OF ABSENCE

Management employees may be eligible for absence without pay for periods of up to thirty (30) days upon approval of the City Manager.

Management employees may be eligible for absence with or without pay for a period of not more than one (1) year upon approval of the City Manager and the City Council.

SECTION 143. PROBATION UPON APPOINTMENT

All management employees who are not at will, shall be subject to a twelve (12) six (6) month probationary period following their appointment to a management position, unless extended further by the City Manager.

SECTION 154. UNIFORMS

Management employees required to wear a uniform regularly as part of their duties for the City shall have the uniforms provided by the City. Fire Division Chiefs shall be provided the sum of $200 each year for maintenance of regular fire uniforms.

The Parks & Public Works Division Manager shall be provided the sum of $1,200 each year for replacement of work boots.

SECTION 16. SEVERANCE PROVISION FOR AT-WILL DEPARTMENT HEADS
In recognition of the fact that Department Heads serve at the will and pleasure of the City Manager (with City Council concurrence), the City Manager may offer severance pay to any Department Head who is terminated involuntarily or pursuant to a negotiated separation agreement, in an amount not to exceed four months of base salary.

The amount of such severance shall be determined by the City Manager and shall be subject to the following provisions:

1.) An employee must have at least 12 months of service as a Department Head with the City.
2.) An employee may be eligible for up to four months of base salary based on years of service as a Department Head, as follows:
   • 0-12 months - No Severance
   • Completion of 12 months - 1 month of severance pay
   • Completion of 24 months - 2 months of severance pay
   • Completion of 36 months - 3 months of severance pay
   • Completion of 48 months - 4 month of severance pay
3.) The above amounts are maximums; the City Manager may offer a lesser amount or no amount.
4.) Any severance pay is conditioned on the execution of a full release and waiver as to all employment-related issues by the Department Head.
5.) This provision shall not apply to any retirement (either service or disability), death, and/or any voluntary resignation by a Department Head.

SECTION 175. RETIREMENT HEALTH SAVINGS PLAN

The City agrees to sponsor a Retirement Health Savings Plan (RHS), pursuant to the employee group agreeing on contributions and meeting the RHS plan criteria.

At this time, mid-managers (non-public safety) have not elected to form a RHS group.

The Executive Managers portion of this group (non-public safety) has elected to consolidate for the purposes of forming a Retirement Health Savings Plan, which requires the Executive members to deposit one hundred percent (100%) of excess vacation as accrued by paycheck and one hundred percent (100%) of sick leave cash out of time above the required balance of 160 hours at the end of the fiscal year.

Fire Managers have elected to participate in RHS, requiring 100% of excess sick leave payout on annual basis (above 160 hours); 100% of excess vacation payout as accrued (by paycheck); 100% of vacation payout upon separation of service; and 100% of holiday pay on annual basis.

Police Managers have elected to participate in RHS, requiring 3% of earning for the plan (effective July 1, 2011) and 100% of sick leave cash out at the end of the fiscal year (above 160 hours).

SECTION 16. DEPUTY FIRE CHIEF POSITION

A Deputy Fire Chief position has been established pursuant to the provisions of the Cooperative Agreement Among the Cities of San Gabriel, San Marino and South Pasadena for the Sharing of Fire Department Command Staff. The Deputy Fire Chief position is distinguished from the Fire Division Chief in that it is a 40 hour administrative position with responsibility for managing major functional areas within the Department and/or the three Cities collectively such as fire prevention, public relations, training, budget, equipment, emergency management and facilities. Additionally, the Deputy Fire Chief serves as the stand-
in for the shared Fire Chief for all administrative matters, and may serve as the Fire Chief in his/her absence. While the Deputy Fire Chief is a 40-hour non-shift assignment, but shall be eligible for overtime shift coverage payable at the 56-hour shift rate at the discretion of the Fire Chief.
Attachment 10:

Administrative Analyst Title Change to Management Analyst
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GENERAL PURPOSE

Under administrative direction, performs a wide variety of complex administrative and analytical support for a department or division; participates in assigned administrative processes, operations, procedures, and programs; performs research, prepares financial data and statistical information in support of managerial functions; and provides information and assistance to the public regarding the assigned programs and services.

DISTINGUISHING CHARACTERISTICS

Receives direction from the department head of the assigned department and may exercise technical and functional supervision over clerical and technical staff. Employee receives only occasional instruction or assistance as new or unusual situations arise and is fully aware of the work unit.

ESSENTIAL FUNCTIONS

The duties, skills, and demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with a disability to perform the essential duties, skills, and demands.

Duties:
Conducts or directs assigned projects or program activities; performs research and statistical analysis as assigned; collects, compiles, and analyzes information from various sources on a variety of specialized topics related to assigned programs; prepares and presents reports of findings which interpret data and identify alternatives; make and justify recommendations as to appropriate action.

Provides assistance to department management, other City personnel, and the public regarding administrative, fiscal, or operational issues, policies, or procedures.

Participates in the development of department goals and objectives; participates in the development of the department budget and in budget administration; prepares and monitors program grants and related proposals; monitors compliance with applicable contractual agreements.

Assists in the drafting and implementation of City policies and procedures; compiles information and prepares manuals, documents, resolutions, or publications relating to the administrative, fiscal, or operational issues.

Prepares comprehensive technical records and reports pertaining to assigned area of responsibility; conducts research and comprehensive data collection efforts to support analysis.

Operates a variety of office equipment including a computer, copier, and facsimile machine; utilizes various computer applications and software packages.
Performs related duties as assigned.

QUALIFICATIONS
Any combination of education and experience that provides the required knowledge, skills and abilities to perform the essential job duties of the position is qualifying.

Knowledge, Skills and Abilities:

Knowledge of
Methods and techniques of research, program analysis, statistical analysis, municipal budget analysis and preparation; principles and practices of municipal administration, and grants management.

Methods and techniques for record keeping; basic report preparation and writing; proper English usage, spelling, grammar and punctuation; customer service and public relations methods and techniques.

Modern office practices, procedures, methods and equipment; computer applications in administrative functions; municipal services and operations; and public relations techniques.

Applicable federal, state and local laws, ordinances and regulations pertaining to local government operations.

Skills/Abilities
Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative; organize and consolidate statistical data; research information and analyze data to prepare and present sound and effective recommendations.

Exercise good judgment and uphold confidentiality in maintaining critical and sensitive information, records, and reports; understand, interpret, and apply general administrative and departmental policies and procedures.

Read, understand, and review documents, policies and procedures for accuracy and relevant information; answer questions and provide information to City employees, outside agencies, and the public; update manuals as required with current information.

Use applicable office terminology, forms, documents, and procedures in the course of the work; operate a computer and utilize a variety of software programs; use sound judgment in following and applying appropriate laws, regulations, policies, and procedures.

Prepare, compile and arrange data in a readable and comprehensible manner; proofread and edit draft reports or correspondence for errors in grammar or structure; make accurate arithmetic calculations; type and enter data at a speed necessary for successful job performance.

Maintain ongoing communication with management regarding department requests; status of projects and completion of tasks; take direction and follow projects through to completion in a timely manner.

Set priorities, organize work-flow and maintain organization of work and records; multi-task and be responsive to time-sensitive matters; Understand and follow instructions; communicate clearly and concisely, both orally and in writing.
To perform the essential functions with or without accommodation, which may include lifting up to 20 pounds.

Establish and maintain effective working relationships with the public and those contacted in the course of the work.

**Education and Experience:**
Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way to gain such knowledge and abilities would be:

**Education**
Equivalent to a Bachelor’s degree from an accredited college or university with major course work in business administration, public administration, or a related field.

**Experience**
Two years of increasingly responsible analytical or administrative experience in municipal government.

**Licenses/Certificates**
Possession of a valid California Class C driver’s license.

**Physical Demands and Work Environment**

**Physical demands**
The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employee is regularly required to sit at a desk and in meetings for long periods of time; talk or listen, in person, in meetings and by telephone; use hands and fingers to handle, lift up to 20 pounds, feel or operate standard office equipment; and reach with hands and arms. Intermittently, twist to reach equipment surrounding desk; walk to observe department activities; bend and squat to perform file searches; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; operate an automobile to attend various meetings and workshops. While performing duties, the employee is regularly required to use written and oral communication skills; know and understand laws, regulations and codes; remember legal and code requirements; and explain policies and procedures; interact with City management, other governmental officials, employees and the public.

**Work environment**
Characteristics described are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job indoors, the work environment is generally in a temperature controlled office. Noise levels in the work environment is usually moderate but the employee may occasionally be exposed to high level noises including but not limited to emergency vehicle sirens, telephones and other office equipment.

Department: City Manager
Classification: Supervisor/Confidential
FLSA Status: Non-Exempt
STRATEGIC PLAN CRITICAL SUCCESS FACTORS

- Engaged and Connected Residents
- Efficient, Responsive, and Effective City Services
- Fiscally Responsible and Transparent City Government

BACKGROUND

On September 22, 2017, the City Council approved a City Manager employment agreement (“Original Agreement”) with Marcella Marlowe, Ph.D. The Original Agreement had a term of two years commencing on October 16, 2017. A copy of the Original Agreement is attached to this report.

On February 13, 2019, the City Council approved the attached First Amendment to the Original Agreement (“First Amendment”), which made four changes to the Original Agreement:

1. **Two-year extension of the term.** The Original Agreement had a term of two years and was set to expire in October 2019. The term was then extended two years and is set to expire in October 2021.

2. **Moved the City Manager’s annual review to October.** The Original Agreement required the City Council to conduct an annual review of the City Manager’s performance in January of each year, but the First Amendment moved the review to October of each year.
3. **Increased the City Manager’s annual base salary by 2%.** The Original Agreement provided the City Manager with an annual base salary of $192,500. The First Amendment increased the annual base salary to $196,350, effective October 16, 2018. The 2% increase was consistent with the increase received by all City employees in July 2018.

4. **Extended and modified the terms of administrative leave.** The Original Agreement granted the City Manager up to 80 hours of administrative leave each year. The First Amendment extended the same annual allowance to all future years and specified that it could not be taken without the approval of the Mayor or the Vice Mayor if the Mayor is unavailable. Under both the Original Agreement and the First Amendment, unused leave is neither compensated nor carried over from year-to-year.

**DISCUSSION**

The City Council recently conducted the City Manager’s performance review.

This proposed Second Amendment to the City Manager Employment Agreement (“Second Amendment”) would make the following changes to the Original Agreement, as amended by the First Amendment:

1. **Increase the City Manager’s bi-weekly salary to $7,872.81 effective from February 1, 2020 to October 15, 2020 and increase the City Manager’s annual base salary to no less than $206,285 effective October 16, 2020.** The Original Agreement, as amended by the First Amendment, provides the City Manager with an annual base salary of $196,350. Under the proposed Second Amendment, the City Manager’s bi-weekly salary would increase to $7,872.81 effective February 1, 2020 to October 15, 2020. Thereafter, the City Manager’s annual base salary would increase to $206,285 effective October 16, 2020 (the “fourth year of service”), unless the City Council approves an additional salary increase to be effective during the fourth year of service. The proposed increases are consistent with the increases to be received by all other City employees.

2. **Long Term Disability Insurance.** The proposed amendment requires that the City Manager participate in a Long Term Disability (LTD) insurance program, and that the cost of the LTD insurance be split 50/50 between the City and the City Manager. This insurance benefit change is effective as of October 16, 2019, and the amount is consistent with the insurance benefit change to be received by all other City employees.
3. **Life Insurance.** The proposed amendment also requires that the City Manager participate in a life insurance program, that the City provides a life insurance benefit in the amount of fifty thousand dollars ($50,000.00) for the City Manager, and that the cost of the life insurance shall be split 50/50 between the City and the Employee. This insurance benefit change is effective as of October, 16, 2019, and the amount is consistent with the insurance benefit change to be received by all other City employees.

4. **City Contribution to Medical and Other Health Benefits.** The proposed amendment establishes the City’s contribution for medical and other health benefits at one thousand three hundred dollars ($1,300.00) per month, retroactive back to October 16, 2019, and one thousand four hundred dollars ($1,400.00) per month, effective October 16, 2020. These monthly City contribution amounts are consistent with the amounts to be received by all other City employees.

All other provisions of the Original Agreement, as amended by the First Amendment, would remain unchanged.

Pursuant to Section 54953(c)(3) of the Brown Act, the City Council must orally summarize any recommendation for a final action on the salary or other compensation paid to the City Manager. The recommended motion below therefore includes language for the Council to adopt the preceding summary as its own summary.

The City Manager has stated that she agrees to the terms of the proposed amendment, subject to the approval by the City Council.

**FISCAL IMPACT & PROCUREMENT REVIEW**

The proposed Second Amendment would increase the City Manager’s monthly salary by $693 effective February 1, 2020 and $828 effective October 16, 2020. Costs associated with LTD insurance, life insurance and the City’s contribution to medical and other health benefits would approximate $1,600 annually.

The City Staff has confirmed that there are sufficient funds appropriated in the current budget.

**LEGAL REVIEW**

The City Attorney’s office has reviewed and approved as to form.
**RECOMMENDATION**

If the City Council wishes to approve the proposed Second Amendment to the City Manager’s agreement, an appropriate motion would be:

“I move to adopt the City Attorney’s written summary of the proposed amendment to the City Manager’s employment agreement that is set forth in this report and approve the Second Amendment to the City Manager Employment Agreement.”

**ATTACHMENTS**

1. Original City Manager Employment Agreement
2. First Amendment to City Manager Employment Agreement
3. Second Amendment to City Manager Employment Agreement (proposed)
CITY MANAGER EMPLOYMENT AGREEMENT

between

THE CITY OF SAN MARINO

&

MARCELLA MARLOWE

The City of San Marino, California, a municipal corporation ("City"), and Marcella Marlowe, an individual (the "Employee") enter into this City Manager Employment Agreement ("Agreement") as of September 22, 2017. The City and the Employee are sometimes individually referred to as a "Party" and collectively as "Parties."
RECITALS

1. The City requires the services of a City Manager.

2. Employee represents that she has the necessary education, experience, skills, and expertise to serve as the City’s City Manager.

3. The City Council of the City (the “City Council”) desires to employ Employee to serve as the City Manager of City subject to the terms and conditions of the Agreement.

4. The Parties mutually desire to execute the Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.

AGREEMENT

In consideration of the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

SECTION 1
EMPLOYMENT

The City hereby employs Employee as its City Manager, effective October 16, 2017 (“Effective Date”), and Employee hereby accepts such employment.

SECTION 2
TERM

This term of this Agreement shall commence as of the Effective Date and shall continue for a term of two years unless previously terminated as provided by this Agreement.

SECTION 3
CITY MANAGER’S COMMITMENTS

A. Duties & Authority

1. Employee shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.

2. Employee shall perform all of the duties of the City Manager as set forth in the San Marino Municipal Code (the “Municipal Code”), the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time. Employee shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.

3. The City Council may also designate Employee as the chief executive of other City-related legal entities. Such other legal entities could include financing authorities, and joint powers authorities.
4. Employee shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

5. Employee shall have the power and shall be required to:
   a. Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council. Employee shall receive notice of all regular and special meetings of the City Council.
   b. Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.
   c. Direct the work of all elective and appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. Employee shall endeavor to implement changes that Employee believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.
   d. Recommend to the City Council from time to time, adoption of such measures as Employee may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
   e. Research administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.
   f. Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.
   g. Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

B. Hours of Work

1. Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager’s position. Employee does not have set hours of work as Employee is expected to be available at all times.

2. Employee may engage in teaching, consulting, speaking, or perform other non-City connected activities for which she is compensated only with the express prior consent of the City Council.
C. **Disability or Inability to Perform**

In the event Employee becomes mentally or physically incapable of performing Employee’s functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the City Council may terminate Employee. If the City Council does elect to terminate Employee due to incapacity, Employee shall receive severance benefits provided in Section 6.D below.

D. **ICMA Code of Ethics**

Employee shall comply with the International City/County Management Association ("ICMA") Code of Ethics as set forth in Exhibit A to this Agreement, which is hereby incorporated by this reference as though set forth in full; provided that the guideline under Item 7 of the Code addressing Elections will only apply to City of San Marino elections.

**SECTION 4**

**CITY COUNCIL COMMITMENTS**

A. The City Council shall set policy for the governance and administration of the City and to be implemented through Employee.

B. The City Council shall spend time each year to work with Employee and staff on setting goals and priorities for the City government.

C. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through Employee or Employee’s designee, and neither the City Council nor any member thereof shall give orders to any subordinate of Employee, either publicly or privately.

D. No member of the City Council shall order the appointment or removal of any person to any office or employment under the supervision and control of Employee.

E. The City Council shall conduct an annual review of Employee during January of each year in accordance with specific criteria developed by the City Council or such member or members of the City Council it may designate for this purpose. The City Council may from time to time add to or delete such criteria as it may determine.
SECTION 5
COMPENSATION

The City shall provide the following compensation to Employee during the term of the agreement:

A. Compensation & Required Employer Costs

1. Base Salary

   a. Employee’s annual base salary shall be $192,500. Employee shall be paid at the same intervals and in the same manner as regular City employees.

   b. The City shall not at any time during the term of this Agreement reduce the base salary, compensation, or other financial benefits of Employee, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads whose salaries are reduced.

2. Required Employer Costs

   a. Federal Insurance Contributions Act (FICA) (if applicable to the same extent provided other City employees)

      i. Old Age Survivor and Disability Income (OASDI)

      ii. Medicare

   b. Unemployment Compensation to the same extent provided other City employees.

   c. Public Employees Retirement System (CalPERS).

       The City contracts with the California Public Employees’ Retirement System for retirement benefits. The City will pay only the City’s portion and Employee is responsible for paying the employee’s portion for participation in the Public Employees’ Retirement System. The CalPERS benefit shall be based upon a three year average and 2%@60 formula.

   d. The cost of any fidelity or other bonds required by law for Employee.

   e. Workers Compensation to the same extent provided other employees of the City.
B. Basic Benefits

1. Vacation Leave

   a. Employee shall accrue up to 100.0 hours of vacation leave annually, which shall accrue on a monthly basis.

   b. Vacation leave shall be deemed as having been accrued by Employee only at the end of the pay period in which Employee was in the service of the City. If termination occurs prior to the sixteenth (16th) day of the month, no vacation leave shall be accrued for that month.

   c. Employee shall be eligible to accrue a maximum of two (2) times the annual vacation leave for which Employee is eligible pursuant to this Agreement. Vacation leave in excess of the maximum accrual shall be compensated on the regular payroll following the month in which the maximum accrual was attained at the hourly rate pay in effect in the month of accrual.

2. Administrative Leave

   a. Employee shall be granted eighty (80) hours of administrative leave annually in the following manner:

      i. Employee shall be granted eighty (80) hours of administrative leave upon the Effective Date of this Agreement, which amount shall not be carried beyond the first anniversary of the Effective Date.

      ii. Employee shall be granted an additional eighty (80) hours of administrative leave upon the first anniversary of the Effective Date of this Agreement, which amount shall not be carried beyond the second anniversary of the Effective Date.

   b. Unused administrative leave time shall not be compensated.

3. Sick Leave

   a. Employee shall accrue five (5) hours of sick leave time at the end of each pay period not to exceed ten (10) hours per month, up to a maximum of two-hundred and forty (240) hours. Upon reaching the maximum accrual allowed, accrued hours received above the maximum shall be placed in a "bank," only to be used in the event of a catastrophic illness with the approval of the City Council.
b. Sick leave shall be used solely for:
   i. Diagnosis, care, or treatment of an existing health condition or preventative care for Employee or Employee’s family member(s). Family member includes parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
   ii. To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking as described in Labor Code Section 230(c) and 230.1(a).

c. Employees shall receive sixty (60) hours of sick leave time on the Effective Date as an advance for accruals, and shall be eligible to begin the monthly accrual provided for in Section 5.B.3.a beginning the first day of the month following completion of six (6) months of employment.

d. If Employee leaves employment with the City for any reason within the first six (6) months of employment, having received an advance for accruals of sick leave time and having used said sick leave time at a rate greater than ten (10) hours of sick leave time off for each month of actual employment during the six (6) month period of the advance, the amount of sick leave time off in excess of ten (10) hours per month shall be deducted from Employee’s final payroll on an hour for hour basis at the Employee’s hourly salary rate at the time of separation.

e. No portion of this Section shall be deemed to prevent Employee from utilizing other accrued leave time for the purpose of medical or sick leave.

f. Employees may elect to cash out sick leave balances in excess of 160 hours at a rate of $0.50 on the dollar at their regular hourly rate of pay. Employees must maintain a minimum of 160 hours of sick leave in order to be compensated. Accruals will be based on balances during the last pay period of each fiscal year covered by the contract.

4. **Automobile Allowance**

Employee shall be provided a monthly auto allowance of $700 in exchange for making a vehicle available for Employee’s own use and for City-related business and/or functions during, before, and after normal work hours. By Employee making Employee’s personal automobile available for use, Employee is not precluded from using City vehicles for City business during the normal workday on occasion, when appropriate.

5. **Technology Allowance**

Employee shall be provided a monthly technology allowance of $300 in exchange for making a personal cell phone, computer, and/or internet service available for
Employee’s own use and for City-related business and/or functions during, before, and after normal work hours.

6. **Deferred Compensation – Section 457(b) Plan**

City shall contribute an amount equal to four percent (4%) of Employee’s base salary plus $2,000 per year to a Section 457(b) or 401(a) deferred compensation plan at Employee’s choice, subject to the rules of the plan. This payment shall be in addition to the base salary and shall be made in equal installments at the same time that the City Manager’s base salary is paid.

7. **Bereavement Leave**

On the death of a member of Employee’s immediate family; meaning spouse, natural or adopted child, step-child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother-in-law or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, Employee shall be granted up to three (3) days bereavement leave if the death occurred within a two hundred (200) mile radius of the City of San Marino, or up to five (5) days bereavement leave if the death occurred outside a two hundred (200) mile radius of the City of San Marino.

8. **Holidays**

Employee shall be entitled to the following eleven (11) holidays as days off with pay:

- New Year’s Day
- President’s Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans’ Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Eve

9. **Medical and Other Health Benefits**

   a. **Flexible Medical Benefits.** Effective February 1, 2009 the City of San Marino commenced participation in the Public Employees’ Medical and Hospital Care Act, Government Code Sections 22750 et. seq. The City’s contribution for Employee shall at all times equal employer contribution paid for active employees. Medical benefits shall be under the CalPERS medical program.
b. **Other Health Benefits.** The City shall make available to Employee the current employees group dental, vision and life insurance and long term disability insurance programs, for as long as Employee’s participation permits such programs to be provided. Employee may join or remove herself or her dependents from participation in any program once annually. The City shall notify Employee of the join/remove period by providing a notice with payroll at least three (3) weeks prior to the time period.

c. **Employee Participation.** Employee shall be covered under the CalPERS medical program, except as provided for herein. Employee may select from the CalPERS plans which health program is best for Employee's family once annually. Employee may modify her dependent medical coverage under the CalPERS health plan as permitted by the insurance company. Should the program cost more than the City's contribution provided in this Agreement, the City shall deduct the additional funds from Employee's paycheck to pay the difference.

d. **City Contribution**

i. The City's contribution is established at two-hundred seventy-five dollars ($275.00) per month. This monthly contribution shall only increase as required by the Board of Administration of the Public Employees’ Retirement System or the State Legislature, as set forth in Government Code Section 22892. Employee understands that this is a direct contribution to CalPERS for the sole purpose of health insurance and shall therefore only be payable if Employee elects the City's CalPERS medical coverage.

ii. The City has established a flexible floating fringe benefit pool (“FFBP”) for currently active employees. The purpose of the “FFBP” is to provide current active employees with additional health insurance, life insurance, vision insurance, and dental insurance. The City shall contribute a flat rate of nine hundred and twenty five dollars ($925.00) per month on behalf of Employee to the “FFBP.”

iii. Should Employee select any combination of actual insurance programs (e.g., health, dental, vision, life, long term disability, etc.) that costs less than the City’s current contribution, any remaining amount shall be forfeit.

iv. In the event that the “FFBP” fails to cover the actual costs of the additional health insurance, life insurance, vision
insurance, and dental insurance, the individual employee shall pay the difference.

v. If Employee is able to provide proof of coverage under a spouse’s or other health insurance plan, Employee need not obtain health insurance under the City’s provided CalPERS medical program. If Employee elects not to participate in the City’s CalPERS medical program, she shall be required to:

(a) Submit adequate written proof of medical coverage;

(b) Provide the City with no less than thirty (30) days written notice before any such medical coverage is canceled; and

(c) Execute a liability and hold harmless release form removing the City from all liability resulting from medical coverage or the lack thereof.

10. Retirement Health Savings Plan

The City agrees to sponsor a Retirement Health Savings Plan (RHS) for Employee subject to contributions that meet the RHS plan criteria.

11. Professional Development

The City agrees to include funds in its budget to be used toward Employee’s continued professional development, which funds may be used toward the cost of travel, food, lodging, admission fees, and membership fees directly related to Employee’s professional development activities such as membership in professional associations and attendance of professional conferences. The City Council shall have sole discretion over the final amounts budgeted for this purpose.

SECTION 6
SEPARATION

A. Resignation or Retirement

Employee may resign at any time and agrees to give the City at least 45 days advance written notice of the effective date of Employee’s resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the City, Employee shall provide three months’ advance notice. Employee’s actual retirement date will be mutually established. This Agreement shall terminate upon the effective date of Employee’s resignation or retirement.
B. Removal

1. Manager is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.

2. The City Council may remove Employee at any time, with or without cause, by a majority vote of its members. This Agreement shall terminate upon the effective date of Employee’s removal.

3. Employee hereby waives any and all rights under Section 02.03.10 of the San Marino Municipal Code in all circumstances where it may apply.

C. Removal for Cause

1. Notwithstanding the provisions of Section 6.D, Employee may be removed for cause. As used in this section, “cause” shall mean only one or more of the following:

   a. Incompetency such as failure to comply with the minimum standards for Employee’s position for a significant period of time.

   b. Neglect of duty, such as failure to timely perform the duties required of Employee’s position or failure to implement policy directions of the City Council.

   c. Dishonesty involving employment.

   d. Being under the influence of alcohol or intoxicating drugs while on duty.

   e. Addiction to or habitual use of alcoholic beverages, narcotics, or any habit forming non-prescription drug that renders it more difficult for Employee to deliver public service.

   f. Absence without leave.

   g. Conviction of a crime or conduct constituting a violation of state or federal law that renders it more difficult for Employee to deliver public service.

   h. Improper or unauthorized use of City property.

   i. Failure to resolve a physical or mental infirmity(s) or defect(s) affecting job performance when it is within the capacity of the employee to do so.

   j. Acceptance from any source of any emolument, reward, gift, or other form of remuneration in addition to Employee’s regular compensation, as a personal benefit to the employee for actions performed in the normal course of Employee’s assigned duties.
k. Falsification of any City report or record or of any report or record required to be, or, filed by Employee.

l. A material breach of this Agreement.

2. In the event the City terminates Employee for cause, then the City may terminate this Agreement immediately, and Employee shall not be entitled to any severance benefits provided by Section 6.D and shall be entitled to only the compensation accrued up to the date of termination, payments required by Section 6.E below, and such other termination benefits and payments as may be required by law.

D. Removal Without Cause

If City removes Employee without such cause, as defined in Section 6.C above, then City shall pay Employee an amount equal to six (6) months base salary plus the value of benefits and CalPERS retirement service credit accrual for six months as severance if such notice of removal without cause is given.

E. Payment for Unused Vacation Leave Balance

1. On separation from City employment, Employee shall be paid for all unused accrued vacation leave allowance provided in Section 5.B.1, and/or Employee may apply the leave time to service credit for retirement purposes if permitted by CalPERS. Accumulated vacation leave balances shall be paid at Employee’s monthly salary rate at the effective date of separation.

2. In the event Employee dies while employed by the City under this Agreement, Employee’s beneficiaries or those entitled to Employee’s estate, shall be entitled to Employee’s earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued vacation leave balances.

SECTION 7
MISCELLANEOUS PROVISIONS

A. Amendments

This Agreement may only be modified by a writing signed by both Parties.

B. Conflict of Interest

1. Employee shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations.
2. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Employee’s City employment.

3. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

C. Indemnification

1. In accordance with and to the extent provided by California’s Tort Claims Act (Government Code Section 825 et seq.) and Government Code Sections 995-996.5, the City shall defend and indemnify Employee against and for all losses sustained by Employee in direct consequences of the discharge of Employee’s duties on the City’s behalf for the period of Employee’s employment.

2. In the event that Employee shall serve as the chief executive of other City-related legal entities as provided in Sections 3.A.2 or 3, then Section 7.C.1 shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City-related legal entity, and shall indemnify and hold Employee harmless against any failure or refusal by City-related legal entity to perform its obligations under this Section.

3. Without limiting the application of 7.C.2, nothing in this agreement shall expand the City’s defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5. Further, in the event City provides funds for legal criminal defense pursuant to this sub-section and terms of the Government Code, City Manager shall reimburse the City for such legal criminal defense funds if City Manager is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 – 53243.4.

4. This Section 7.C shall survive separation and termination of this Agreement.

D. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

E. Laws Affecting Title

In addition to those laws affecting a City Manager, Employee shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative
Officer, Administrator, and/or City Administrator as those terms are used in local, state, or federal laws.

F. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Los Angeles County, California.

G. Entire Agreement

This Agreement represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by a written, fully executed agreement of the Parties.

H. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Employee or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

1. If to the City:

   City Clerk
   City of San Marino
   2200 Huntington Drive
   San Marino, CA 91108

2. If to Employee:

   Marcella Marlowe
   City Manager
   City of San Marino
   2200 Huntington Drive
   San Marino, CA 91108

[Signatures appear on the following page.]
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

“City”

“Employee”

CITY OF SAN MARINO
A Municipal Corporation

Richard Sun
Mayor

Marcella Marlowe

ATTEST:

By: Veronica Ruiz
City Clerk

APPROVED AS TO FORM:

By: Steven L. Elower
City Attorney
Exhibit A
CITY MANAGER EMPLOYMENT AGREEMENT DATED SEPTEMBER 22, 2017.

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

4. Recognize that the chief function of local government at all times is to serve the best interests of all people.

5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adapted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2017.
FIRST AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SAN MARINO AND MARCELLA MARLOWE

This First Amendment, dated February 13, 2019 ("Amendment"), amends that certain City Manager Employment Agreement ("Agreement") dated September 22, 2017 between the City of San Marino, a California municipal corporation ("the City") and Marcella Marlowe ("Employee").

RECOLTALS

1. The City and Employee are parties to the Agreement, pursuant to which the City employs Employee to serve as the City Manager of the City subject to the terms and conditions of the Agreement.

2. City and Employee mutually desire to amend the Agreement as set forth in this Amendment.

FIRST AMENDMENT

SECTION 1. Section 2 of the Agreement is hereby amended to read as follows:

"This term of this Agreement shall commence as of the Effective Date and shall continue for a term of four years unless previously terminated as provided by this Agreement."

SECTION 2. Section 4.E of the Agreement is hereby amended to read as follows:

"The City Council shall conduct an annual review of Employee during October of each year in accordance with specific criteria developed by the City Council or such member or members of the City Council it may designate for this purpose. The City Council may from time to time add to or delete such criteria as it may determine."

SECTION 3. Section 5.A.1.a of the Agreement is hereby amended to read as follows:

"Employee’s annual base salary shall be $192,500 during the first year of the Agreement and $196,350 during following years. Employee shall be paid at the same intervals and in the same manner as regular City employees.

SECTION 4. Section 5.B.2.a of the Agreement is hereby amended to read as follows:

Employee shall be granted eighty (80) hours of administrative leave each year of the term, which amount shall not be carried beyond that year. Administrative leave shall be taken only upon the approval of the Mayor, or the Vice Mayor if the Mayor is unavailable.

SECTION 5. Except as expressly amended by this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF the Parties have executed this Amendment as of the day and year first above written.

“City”

CITY OF SAN MARINO
A Municipal Corporation

Steven Huang, DDS
Mayor

“Employee”

Marcella Marlowe, Ph.D.

ATTEST:

By:

City Clerk

APPROVED AS TO FORM:

By:

Steven L. Flower
City Attorney
SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SAN MARINO AND MARCELLA MARLOWE

THIS AMENDMENT NO. 2 TO THE CITY MANAGER EMPLOYMENT AGREEMENT (“Amendment No. 2”) by and between the City of San Marino, California, a municipal corporation (“City”), and Marcella Marlowe, an individual (the “Employee”) is effective as of the 31st day of January, 2020. City and Employee are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City and Employee entered into the City Manager Employment Agreement (“Original Agreement”) dated September 22, 2017 whereby Employee agreed to perform City Manager services;

WHEREAS, on February 13, 2019, City and Employee amended the Original Agreement, extending the term of the Original Agreement, modifying certain City Council commitments, increasing the Employee’s annual base salary, and modifying the Employee’s base benefits (“Amendment No. 1”); and

WHEREAS, City and Employee now desire to amend the Original Agreement, as amended by Amendment No. 1, as set forth in this Amendment No. 2. The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the “Agreement.”

SECOND AMENDMENT

SECTION 1. Section 5.A.1.a. of the Agreement is hereby amended to read as follows:

“Employee’s salary shall be set at the following amounts:

- An annual salary of $192,500 from October 16, 2017 through October 15, 2018;
- An annual salary of $196,350 from October 16, 2018 through January 31, 2020;
- A bi-weekly salary of $7,872.81 from February 1, 2020 through October 15, 2020; and
- An annual salary of $206,285 from October 16, 2020 through October 15, 2021, unless the City Council approves an additional increase of Employee’s salary to be effective during this October 16, 2020 through October 15, 2021 period.

Employee shall be paid at the same intervals and in the same manner as regular City employees.”
SECTION 2. Section 5.B.9.b. of the Agreement is hereby amended to read as follows:

“Other Health Benefits. The City shall make available to Employee the current employees group dental, vision and life insurance and long term disability insurance programs, for as long as Employee’s participation permits such programs to be provided. Employee may join or remove herself or her dependents from participation in the program once annually. The City shall notify Employee of the join/remove period by providing a notice with payroll at least three (3) weeks prior to the time period.

i. Long Term Disability Insurance. The City shall provide a Long Term Disability (LTD) insurance program for Employee. The cost of the LTD Insurance shall be split 50/50 between the City and Employee. The Employee cost for said LTD insurance shall be paid by the Employee from the monthly City contribution provided for in Section 5.B.9.d.ii. of this Agreement, or through payroll deduction, if necessary. Employee shall be required to participate in the Long Term Disability insurance program. This provision is effective as of October 16, 2019.

ii. Life Insurance. The City shall provide a life insurance benefit in the amount of fifty thousand dollars ($50,000.00) for Employee. The cost of the life insurance shall be split 50/50 between the City and Employee. The Employee cost for said life insurance shall be paid by the employee from the monthly City contribution provided in Section 5.B.9.d.ii. of this Agreement. Employee shall be required to participate in the life insurance program. Employee may buy additional life insurance at Employee’s own cost. This provision is effective as of October 16, 2019.”

SECTION 3. Section 5.B.9.d.ii. of the Agreement is hereby amended to read as follows:

“The City has established a flexible floating fringe benefit pool (“FFBP”) for currently active employees. The purpose of the FFBP is to provide current active employees with additional health insurance, life insurance, vision insurance, and dental insurance. The City shall contribute the following amounts per month on behalf of Employee to the FFBP: one thousand twenty-five dollars ($1,025.00) per month, retroactive back to October 16, 2019, and one thousand one hundred twenty-five dollars ($1,125.00) per month, effective October 16, 2020.”

SECTION 4. Except as expressly amended by this Amendment No. 2, all other terms and provisions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF the Parties have executed this Amendment No. 2 as of the day and year first above written.

“City”
CITY OF SAN MARINO
A Municipal Corporation

By: ______________________________
Gretchen Shepherd Romey, Mayor

“Employee”

By: ______________________________
Marcella Marlowe, Ph.D.

ATTEST:

By: ______________________________
Eva Heter, City Clerk

APPROVED AS TO FORM:

By: ______________________________
Stephanie Cao, City Attorney
STRATEGIC PLAN CRITICAL SUCCESS FACTORS

- Engaged and Connected Residents
- Efficient, Responsive, and Effective City Services
- Safe Community
- Fiscally Responsible and Transparent City Government

BACKGROUND

At the request of the City Council, the Police Department provides a quarterly update of the Police Department operations. The update report originally focused on the reduction of Part 1 crimes. As of the first quarter of 2019, the report has been expanded to provide the City Council an overview of Department operations rather than a micro focus on crime. This change enables the City Council to have a macro view of the Department.

DISCUSSION

The Department has made significant improvement in several areas. Those areas include recruitment and retention, reduction of traffic collisions, increase in community engagement and a continued reduction of residential burglaries. Unfortunately, this is the first year where we have seen a slight increase in Part 1 crimes since 2016. The increase was fueled by an increase in commercial burglaries and vehicle related crimes such as thefts from unlocked vehicles and forced entry into parked vehicles.

The year-end statistics indicated an increase in overall Part 1 crimes of less than 1% or two crimes. The Department has met with business to reduce the potential for commercial burglaries and will initiate a Business Watch program for this year. The thefts and burglaries from vehicles occurred primarily in two areas, Lacy Park and the Huntington Library. Department staff worked with Parks and Public works to place signage in parking areas and added additional patrols in the
park. Staff also met with the Huntington Library personnel to devise a plan for the reduction of crimes in their parking lot and assist them with a crime prevention awareness flyer that has been distributed to Library patrons.

A majority of the thefts were perpetrated by thieves removing packages from residences throughout the City. As previously indicated we have added targeted patrols and utilized our tracking device to deter or arrest these suspects.

The Department initiated a robust community engagement program resulting in additional neighborhood watch groups, community contacts and additional meetings which contributed to the reduction of residential burglary. The program involves a sergeant and four officers working as a team to increase community awareness and engagement.

Our detective unit had numerous success this year that included arrests following critical incidents and proactive efforts to reduce crime in the City. They have utilized specific technology and old-fashioned policing to prevent vehicle and residential crimes.

**INVESTIGATIVE FOLLOW UP**

This year our detective unit, led by Sergeant Candice Torres and staffed by Officers Wilson, Cordischi, and Golden were involved in a significant number of investigations that resulted in over 23 felony arrests within a six month period, the filing of over 214 misdemeanor and felony cases and the service of 74 search warrants. In an effort to prevent crime, our detective personnel utilized a package/tracker device nine times and another seven times in a decoy operation at Lacy Park and the Huntington Library to prevent vehicle related thefts. Staff met with Huntington Library Staff to discuss ways to prevent and reduce future vehicle theft and burglaries in their parking areas. The Library staff was extremely supportive and open to our ideas.

The unit has established strong relationships with outside agencies and task force operations. We have conducted two multi-agency burglary suppression details and worked with LA Impact on four burglary cases that resulted in arrests in our city and other jurisdictions.

A few cases of note include the arrest of James Dolback on March 14, 2019 for felony embezzlement and theft charges as he exited a plane from LAX by our detectives. In the course of a year, James embezzled $780,000 from victims while he worked as a sales consultant. The course of this investigation has led to numerous other investigations involving IRS and a New York Police agency. It has also identified a ring of other individuals involved in scamming investors out of hundreds of thousands of dollars.
In December of 2019, Ziwen Li was arrested for felony PC 470/Forgery and PC 487/Grand Theft after he removed $190,000 from a victim's bank account. Detectives were able to trace and recover the full $190,000 and return it to the victim.

Detectives arrested Emily Veliz and Maria Pule on February 7, 2019, after receiving reports of package thefts in the area. During the investigation it was determined there were 11 San Marino victims. The Department was able to return the property that was stolen back to the victims. The investigation revealed that the suspects were driving a stolen car during their crime spree. Both defendants pled guilty and received sentences of 5 years in state prison.

During April of 2019, a residential burglary occurred on the 1100 block of Lorain. The victim was returning home when she observed the suspects exiting her home. Through the investigation, detectives were able to identify and arrest Omar Valenzuela and Benencio Garcia for the burglary. Some of the victim’s property was recovered and returned to her. They were also connected to another burglary in Alhambra. Both pled guilty, with Garcia receiving an eight-year prison sentence and Valenzuela receiving a three-year sentence.

Lastly, on October 11, 2019, at approximately 11:40pm, a commercial burglary occurred in the 1600 block of Chelsea Road. As the investigation progressed, detectives were able to identify and arrest three suspects in connection with the crime: Rose Moreno, Ken Villafuerte, and a juvenile. They are currently awaiting trial and have been identified by the South Pasadena Police Department for similar crimes in that city.

The detective unit has set several goals for themselves during 2020: conduct up to four tracker operations each month, engage in two or more undercover operations to reduce burglary related crimes, and conduct two theft and scam awareness meetings throughout the year.

**COMMUNITY ENGAGEMENT**

As part of the priority initiatives to enhance staffing and the neighborhood watch program, the department worked to strengthen our community engagement program. A Neighborhood Watch (NHW) Team was created and staffed by a sergeant, Danny Gutierrez, Corporals Wong, Bestpitch and Wu, along with Officer Golden. These personnel volunteer for this collateral duty and have been extremely effective this year.

Post burglary contact efforts began in 2019 with residents living near the location of a residential burglary. This year we have made 666 contacts as part of this program. The purpose of the program is to provide community members with information about the crime, discuss the
importance of home security systems and solicit members to be part of the NHW program. This year these efforts have resulted in an increase of four NHW Groups bringing our citywide total to 28.

Additionally we have conducted numerous events such as NHW meetings, Coffee with a Cop, and several other community events, including the successful National Night Out and this year’s Public Safety BBQ. One topic discussed at these meetings is the importance of calling the police department when residents see something suspicious, “See Something, Say Something.”

An example, resulting from this community engagement, is when a resident reported a suspicious vehicle parked on their street after observing four suspects exit the vehicle wearing hooded sweatshirts who entered their neighbor’s yard. As officers were in route to the location, the reporting party advised the officers that the suspects were seen getting into a black four-door vehicle that was parked in front of the victim’s residence.

Officers arrived on scene and observed the black vehicle leave the location. An officer attempted to stop the black vehicle and a vehicle pursuit ensued. The suspects’ vehicle was involved in a single vehicle traffic collision at the intersection of Gainsborough Drive and San Gabriel Boulevard. Three out of the four suspects were captured and arrested.

One of the NHW Team’s goals for 2020 is to conduct two NHW Block Captain training meetings. The training will provide the Block Captains with information about their role and responsibilities, how to report crimes, understand crime trends, recruitment of new members and crime prevention. The department will work with these important members of the community to solidify two-way communication, prevent crime and work as a team with their police department.

PERSONNEL UPDATE

The department has placed an emphasis on recruitment and retention for 2019 and will continue that effort for 2020. In 2019, we hired six new officers and five are currently in the field. The sixth officer is completing recruit training with the Los Angeles Sheriff’s Department and is expected to graduate in February. This will bring our total sworn complement of officer to 28, a number that has not been reached in over five years. This could not have been accomplished without the diligent effort of several department employees and the help of our Human Resources Staff.
It is anticipated that two additional police officers will be hired prior to the end of the fiscal year. This will enable the department to enhance our traffic safety, crime reduction and community engagement efforts.

**TRAFFIC ISSUES**

As noted in a previous report, a resident of a neighboring city was killed in a tragic traffic collision when he was struck by a vehicle involved in an illegal speed race on July 4, 2019. Since that time the department has placed an increased emphasis on traffic enforcement and the reduction of injury related traffic collisions. As indicated in the attached statistics the department ended the year with an increase of moving and equipment citations. Injury collisions have been reduced by over 12% and overall collisions have been reduced by 7.5%.

It is anticipated that the traffic speed survey will be completed soon. This will enable the department to utilize our Light Detection and Ranging system (LIDAR) for speed enforcement operations.

Traffic enforcement is based upon three areas, traffic complaints from the community, observation of violations by officers, and traffic collision data. The Department maintains a list of traffic complaint locations and traffic collision data for traffic enforcement. The traffic data utilized for traffic enforcement are the top five locations for traffic collisions and the top five Primary Collision Factors (PCF’s), or causes of the traffic collisions. That information is as follows:

<table>
<thead>
<tr>
<th>Top Five Traffic Collision Locations</th>
<th>Top Primary Collision Factors</th>
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</thead>
<tbody>
<tr>
<td>Lorain/San Marino-5</td>
<td>CVC 22107-54 Unsafe Movement</td>
</tr>
<tr>
<td>Huntington/Los Robles-6</td>
<td>CVC 22350-44 Unsafe Speed</td>
</tr>
<tr>
<td>Huntington/Oak Knoll-6</td>
<td>CVC 22106-2 Unsafe Backing</td>
</tr>
<tr>
<td>Huntington/San Gabriel-5</td>
<td>CVC 231529(a)-9 DUI</td>
</tr>
<tr>
<td>Huntington/Chelsea-5</td>
<td>CVC 21453(a)-8 Red Light Violation</td>
</tr>
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</table>

**TECHNOLOGY**

As part of the department’s efforts to utilize technology, we have completed the update to our evidence accountability and tracking system by completing the upgrade to a scanning system, moving from the previous paper system. This will ensure accuracy and proper tracking of the items in our evidence room.
In an effort to find new technology, department personnel found a company that manufactures and leases a different type of stationary camera system that will provide license plate reading capabilities and other advanced technology that could assist in the identification of suspects and enhance safety in the community. The company is FlockSafety, and their products are being used throughout the local area and the Country. This technology and other similar systems are being reviewed for the use by the department.

**2019 YEAR ENDING STATISTICS**

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<td>21</td>
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| Priority 1 CFS | 28 | 28 | 32 | 30 | 40 | 19 | 27 | 39 | 25 | 38 | 39 | 341 | 335 | 1.79% |
| Priority 1 CFS Response Time | 2.53 | 3.59 | 2.05 | 2.08 | 3.21 | 1.58 | 1.44 | 1.22 | 1.41 | 2.08 | 1.47 | 1.39 | 1.53 | 3.04 | -49.67% |
| Priority 2 CFS | 433 | 485 | 477 | 409 | 401 | 450 | 439 | 440 | 353 | 428 | 352 | 501 | 4667 | 6159 | -24.22% |
| Priority 3 CFS | 335 | 271 | 327 | 250 | 277 | 276 | 262 | 245 | 276 | 234 | 243 | 215 | 2996 | 3279 | -8.63% |
| Calls for Service | 2535 | 2182 | 2580 | 2210 | 2534 | 2751 | 3129 | 2790 | 2425 | 2315 | 2379 | 2675 | 30505 | 33429 | -8.75% |
| Citizen Initiated Officer Initiated | 992 | 864 | 993 | 990 | 976 | 1104 | 1150 | 1059 | 980 | 1081 | 965 | 1087 | 12241 | 12979 | -11.586 |
| Walk In | 1268 | 1116 | 1355 | 1041 | 1294 | 1475 | 1819 | 1530 | 1242 | 1019 | 1213 | 1416 | 15788 | 17857 | -11.59% |

| YTD | 17857 | 2597 | 3:13 | 3:04 | 335 | 341 | 3129 | 2790 | 2425 | 2315 | 2379 | 2675 | 30505 | 33429 | -8.75% |
| YTD-LY | 100.00% | -31.31% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% |
| % change | -31.31% | 21.71% | 31.31% | 10.00% | 18.42% | 50.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

| % change | -31.31% | 21.71% | 31.31% | 10.00% | 18.42% | 50.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

6
### Reports Taken All

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- **Total Traffic Collisions:** 1154
- **Percentage:** 6.36%

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- **Total Hit & Run Fatality:** 225
- **Percentage:** -7.56%

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- **Total Non-Fatal Fatality:** 1121
- **Percentage:** -1.83%

### Citations

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</table>

- **Total Field Interview Cards:** 1877
- **Percentage:** -32.02%

### FISCAL IMPACT & PROCUREMENT REVIEW

None.

### LEGAL REVIEW

The City Attorney’s office has reviewed and approved as to form.
RECOMMENDATION

Staff recommends that the City Council discuss the End of Year 2019 Police Update Report and if necessary, provide direction to the Public Safety Commission to prioritize items for discussion. If the City Council concurs, the appropriate motion would be:

“I move to receive and file the 2019 Police Department Update Report.”

ATTACHMENTS

None.
STRATEGIC PLAN CRITICAL SUCCESS FACTORS

- Efficient, Responsive, and Effective City Services
- Fiscally Responsible and Transparent City Government

BACKGROUND

At the March 25, 2019 Recreation Commission Meeting, the Recreation Commissioners moved to recommend to the City Council to appropriate an amount not-to-exceed $30,000 to secure an expert consultant to develop and implement a recreation programming survey. The item was removed from the April 10, 2019 City Council Meeting agenda so that the City Manager could explore other options. On April 19, 2019, the City Manager signed an agreement with GreenPlay, LLC to develop and execute a Recreation Needs Assessment survey to assist in gaining information to develop a recommendation on the future of recreation programming.

GreenPlay distributed two surveys throughout the month of October 2019. One survey was sent to a random sample of San Marino residents via mail in order to secure a statistically valid survey. A second survey was opened online for all members of the community to submit responses. Both surveys closed on October 28, 2019.

DISCUSSION

GreenPlay, LLC will conduct a presentation on the Recreation Needs Assessment survey and discuss the findings with the City Council at the January 31, 2020 meeting.
FISCAL IMPACT & PROCUREMENT REVIEW

There is no fiscal impact or procurement review necessary as a result of the recommended action.

LEGAL REVIEW

The City Attorney’s Office has reviewed this report and approved it as to form.

RECOMMENDATION

Staff recommends that City Council receive and file the results from the Recreation Needs Assessment survey. If the City Council concurs with staff’s recommendation, an appropriate motion would be:

“I move to receive and file the survey results from the Recreation Needs Assessment survey, conducted by GreenPlay, LLC.”

ATTACHMENTS

None.
STRATEGIC PLAN CRITICAL SUCCESS FACTORS

- Engaged and Connected Residents
- Efficient, Responsive, and Effective City Services
- Safe Community
- Well-Maintained Infrastructure
- Fiscally Responsible and Transparent City Government
- Attractive, Complementary Business District
- Inviting and Relevant City Facilities
- Beautiful, Preserved, Single-Family Neighborhoods

BACKGROUND

Overall Budget Process

During the Fiscal Year 2019-20 budget process, staff worked together with the City Council Budget Liaisons (then Council Members Jakubowski and Ude) to develop an innovative and streamlined budget process that ultimately led to a successful adoption of the budget on May 31, 2019.

After again working with Budget Liaisons Vice Mayor Ude and Council Member Jakubowski, staff presented the Fiscal Year 2020-21 budget calendar at the January 8, 2020 City Council meeting. The calendar – which is attached to this staff report as Attachment 1 – follows a similar timeline and structure as last year’s budget process, including the process of selecting priority initiatives,
which are the special one-time, completable projects that take extra resources and staff time to complete. The one key change to the budget calendar is that the Capital Improvement Plan (CIP) presentation will be in March, and the preliminary budget study session, where departments provide their “rough draft” budgets, will be in April.

**FY 2019-20 Priority Initiative Selection Process**

The selection of priority initiatives was an important part of the Fiscal Year 2019-20 budget process. City staff and City Council first brainstormed 52 potential priority initiatives and the City Council voted to get more information about 21 of them from City staff. After staff brought back more information on key actions and associated costs, City Council directed staff to include 15 of those 21 in the draft department or Capital Improvement Plan (CIP) budgets. Ultimately, 3 more were eliminated during initial budget presentations, and the City Council officially approved 12 priority initiatives for the fiscal year. For your reference, the initial full list and selection history is attached to this staff report as Attachment 2.

**Mid-Year Comprehensive Progress Report & Metrics Review**

Staff has been producing quarterly updates on priority initiative progress and key operating and performance metrics using the Envisio software since mid-2019. Attachment 3 provides a comprehensive mid-fiscal year progress report on both the remaining Fiscal Year 2018-19 priority initiatives, as well as the current fiscal year’s priority initiatives. Attachment 4 shows our key operating and performance metrics through December 2019.

Because Envisio reports are meant to be viewed interactively and are not as attractive or user friendly in print version, we encourage City Council and our residents to view the web-based versions of Attachments 3 and 4 at the following links:

- Key Performance and Operating Metrics: [https://cityofsanmarino.app.envisio.com/corporate/performance_analytics/published/QFRAr8](https://cityofsanmarino.app.envisio.com/corporate/performance_analytics/published/QFRAr8)
Key Takeaways by Department

Because the reports above are quite comprehensive and data-driven, each department summarized the key takeaways from both their priority initiatives and operating and performance metrics below.

Community Engagement (City Manager’s Office)
- The City Manager’s Office successfully conducted the November 2019 municipal election.
- The City’s website was redesigned and launched in October 2019, although staff is still working to address problems with search functionality and the removal of dead links from the previous site.
- The monthly Town Hall series was launched in 2019 and continues in 2020, but getting significant participation at these events still poses a challenge staff is actively working to overcome.

Police Department
- Recruitment remains a challenge, but to achieve new staffing goals, the Department began recruiting directly at events and has had success.
- The volunteer program has three approved volunteers to date (who will begin volunteering before the end of this fiscal year), but it has not been as successful as we hoped in getting consistent help for the Department.
- The Department successfully added additional block captains and areas to the neighborhood watch program.
- The License Plate Recognition (LPR) camera system is moving forward and additional, more cost effective options will be presented to the Council before the end of FY 2019-20.

Fire Department
- Fire Department average turnout time and response time data has shown a trend towards improvement since the phone system installation provides for a pre-alert function. However, meeting national standards for turnout time remains an area of improvement.
- The number of incidents within the City and outside the City has trended down as a result of a change negotiated in 2018 with our neighboring cities. The result is more resource availability for emergency responses in San Marino.
- The Department’s monthly and annual performance reports successfully help us monitor our system to ensure the most effective emergency response.
Planning and Building Department

- There has been significant progress on economic development activities, including the fee incentive program, façade improvement program, and wayfinding and marketing strategy.
- The heritage tree incentive program priority initiative has not moved as quickly as the Department would like, but will progress forward now with our new Urban Forester.
- Permitting operating metrics show the steady flow of our operations, with construction activity decreasing after October and increasing again in the new year.
- Proactive code enforcement began in October 2018 and has led to staff identifying code violations prior to receiving calls from the public, though staff continues to develop ways to discover any undetected code violations.

Parks and Public Works Department

- Significant December rain storms led to increased parks and grounds upkeep and pavement repair needs, and therefore higher-than-average Department expenses.
- The annual sidewalk replacement work (2 miles of residential sidewalk) was completed on time, as were other scheduled capital construction projects.
- Because of weather and the holidays, the Department did not continue to match our monthly sewer line cleaning pace in November and December, but cleaning will continue in 2020.
- Our monthly performance goals for vehicles out of service has been achieved. In December, 14% of City-owned vehicles were out of service at any point in the month, but 0% were out for a period of longer than one week.
- Tree plantings have not taken place yet this fiscal year because work of this nature is out of season and will resume in the spring – the normal planting time period. Last fiscal year, for example, the majority of our public trees were planted in March and April.

Community Services Department

- After a year-and-a-half process, the Library successfully completed the RFID tagging of 90,000 books and launched self-checkout. The self-checkout process will now be monitored for efficiency and ease of use.
- Recreation re-envisioning faced several delays due to the needs assessment survey. Plans are now on track to deliver a proposed re-envisioned Recreation program and budget during the FY 2020-21 budget process.
- Plans for the future of Stoneman and San Marino Center faced disruption due to the longer re-envisioning process, but results show a returned focus on their futures, and a presentation to Council is expected within the next few months.
Finance Department

- A full-time Finance Director was hired in November 2019 to ensure stability of the department moving forward.
- The Department launched the FLSA audit to ensure payroll compliance and expects the process to be complete before the end of the fiscal year.
- The Department has run into challenges when seeking out external funding due to various strings attached to the funding or what expenses are allowable, but continues to advance this priority initiative to the best of their ability.
- As interest rates continue to decrease, the Department has experienced challenges in purchasing long-term investments (3+ years) that comply with the City’s investment policy and ensure a better return.

Human Resources

- Despite conducting 40 recruitments in 2019, improving our recruitment process and applicant pool remains an improvement area for Human Resources. Staff expects a decision on an online applicant management system in February, which will help us attract more and better candidates.
- The update of the Personnel Rules and Regulations was put on hold due to labor negotiations, but will begin to progress now that tentative agreements have been established and are being brought to Council.
- The performance evaluation form process was also delayed due to labor negotiations, but will also begin to progress with the completion of labor negotiations.
- Human Resources engaged with a new benefit broker, resulting in lower costs for employee dental and vision premiums.

DISCUSSION

As mentioned above, today is only the first step in the process of choosing our priority initiatives for Fiscal Year 2020-21.

It is important to keep in mind that priority initiatives are one-time, special projects that are completable within the fiscal year and measurable. For example, any potential ideas that begin with words like “enhance,” “continue,” or “improve” may be excellent operational goals, but they are not meant to be priority initiatives because these are ongoing operational tasks of our departments, not concrete initiatives with end dates. Council should expect that any completed priority initiatives that become part of a department’s operational functions will always be enhanced and improved upon after the official “launch” happens.

The full process for selection of next year’s priority initiatives, blessed by our budget liaisons, is as follows:
1. During today’s meeting, the City Council will conduct an initial brainstorming session on what they might be interested in seeing as priority initiatives for next year, guided by the City’s eight Critical Success Factors. To jumpstart the brainstorming process, the Executive Team compiled a list of initial suggestions based on our understanding of the current state of the organization, which are attached here as Attachment 5. City Council will add their own ideas to this list. After all potential ideas have been added, the City Council will do an initial, preliminary paring down of the list so that we leave today with a list of initiatives that Council is interested in hearing more about (which may or may not ultimately be selected).

2. Before the February 28, 2020 City Council meeting where we will reconsider this topic, City staff will do two things to prepare for that discussion:

   a. We will create action plans for each potential priority initiative, which will include a general cost estimate (dollars and staff time), key action items that will need to take place, and an estimated timeline for completion.

   b. We will also engage with residents and get feedback on what the community would like the organization to focus on in the upcoming year. This engagement will happen in person at our February 3, 2020 Town Hall meeting (6pm at the Barth Room in the Crowell Library), as well as via an online survey to broaden our reach.

3. Armed with this information, we will reopen the discussion at our February 28, 2020 City Council meeting. At this time, Council will consider the available capacity of staff, resident input, and budget implications to come to a consensus on the key priority initiatives you would like staff to include in the Fiscal Year 2020-21 proposed budget. This is not to say there will not be opportunity for adjustments and additions/removals as the budget process continues, but this will give staff the direction needed to create their comprehensive work plans and associated budgets for the year.

FISCAL IMPACT & PROCUREMENT REVIEW

This report possesses no fiscal impact and requires no procurement review.

LEGAL REVIEW

The City Attorney’s office has reviewed this staff report and approved as to form.
RECOMMENDATION

Staff recommends that Council engage in a brainstorming session to identify the priority initiatives they would like staff to research further and take to the community for input.

ATTACHMENTS

1. FY 2020-21 Budget Calendar
2. FY 2019-20 Priority Initiative Brainstorming and Selection Recap
3. FY 2018-19 and 2019-20 Priority Initiatives Quarterly Status Update
4. Key Performance and Operating Metrics as of FY 2019-20 Quarter 2
5. FY 2020-21 Priority Initiative Brainstorming List by City Staff
BUDGET CALENDAR – FY 2020-21

Current Year Progress Report, Potential FY 2020-21 Priority Initiatives  January 31 (F)

- Operational Plans (Continuous Operations) will carry over
- Status Report on FY20 Priority Initiatives
- ET offers a compilation of commentary on SWOT-like information
- New Priority Initiatives to be Brainstormed
  - Executive Team Suggestions
  - City Council Brainstorming
  - Need to consider the 8 Critical Success Factors *and* Departmental Workload
  - Select top preferences
- Community engagement between now and February 28 to gain input on desired priority initiatives, including February 3rd Town Hall Meeting

FY 2019-20 Midyear Review, Five Year Financial Forecast, and FY 2020-21 Projections  February 12 (W)

- Presentation of the FY 2019-20 midyear report, Five Year Financial Forecast (General Fund and CIP), revenue and expenditure projections for FY 2020-2021, and updated long term financial projection(s)

Selection of FY 2020-21 Priority Initiatives  February 28 (F)

- Staff will present analysis of each potential item, as well as results from any community engagement
- Council will select priority initiatives for the next year (once established, over the course of the year, no new ones get added without subtractions)
- (CIP Presented to Public Safety Commission)

Capital Improvement Plan (CIP) Presentation  March 27 (F)

- Detailed discussion with Council related to CIP
- (Draft operational budgets shared with appropriate Commissions/Boards for feedback)

Preliminary Budget Study Session (Departments’ Expenditure Focus)  April 24 (F)

- Departments will present Programs, Goals, and Metrics over multiple meetings
- Council will offer comment and adjustments

City Manager’s Proposed Budget and Capital Improvement Plan  May 13 or 29 (TBD)

- Presentation of the proposed budget and CIP
- Either adoption by Council or final adjustments

Final Budget & CIP Adoption - Only If Needed  June 10 or 26 (TBD)

Last Updated December 30, 2019
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<th>Ref #</th>
<th>Priority Initiative</th>
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<td>1</td>
<td>Develop and launch a city-run economic development program to build the business corridor</td>
<td>Attractive, Complementary Business District</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>2</td>
<td>Explore partnership opportunities with other cities/agencies (school district) to find cost savings</td>
<td>Fiscally Responsible and Transparent City Government</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>3</td>
<td>Proactively seek external funding sources</td>
<td>Fiscally Responsible and Transparent City Government</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>4</td>
<td>Enhanced staffing resources for Police Department</td>
<td>Efficient, Responsive, and Effective City Services</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>5</td>
<td>Purchase an electronic work order system</td>
<td>Efficient, Responsive, and Effective City Services</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>Develop a 20-year Master Plan for Lacy Park</td>
<td>Inviting and Relevant City Facilities</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>Hire an Urban Forester to assess the health &amp; stability of trees and conduct a public inventory of our trees</td>
<td>Well-Maintained Infrastructure</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>8</td>
<td>Special focus on sidewalks for the safety of community</td>
<td>Well-Maintained Infrastructure</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>9</td>
<td>Rebuild the Rose Arbor</td>
<td>Well-Maintained Infrastructure</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>10</td>
<td>Additional city street cameras</td>
<td>Safe Community</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>11</td>
<td>Enhance the neighborhood watch program through implementation of block captain training and introduction of a residential security system seminar</td>
<td>Safe Community</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>Create a financial incentive programs for planting heritage trees in front yards</td>
<td>Beautiful, Preserved, Single-Family Residential Neighborhoods</td>
<td>Approved as FY 2019-20 Priority Initiative</td>
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<td>FY 2019-20 Priority Initiative Selection Process Recap</td>
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<td><strong>13</strong> Establish a wellness program for the community that could involve underage drinking awareness, bullying and suicide prevention, and creating a safe firearm community</td>
<td>Safe Community</td>
<td>Eliminated during departmental budget presentations</td>
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<td><strong>14</strong> Create a Business Improvement District for façade upgrades, sidewalks, and trees</td>
<td>Attractive, Complementary Business District</td>
<td>Eliminated during departmental budget presentations</td>
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<td><strong>15</strong> Conduct an assessment of all civic buildings (and underground utilities) and come up with recommendations to act on findings as needed</td>
<td>Well-Maintained Infrastructure</td>
<td>Eliminated during CIP presentation</td>
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<td><strong>16</strong> Massive actions for infrastructure programs</td>
<td>Well-Maintained Infrastructure</td>
<td>Eliminated after getting more information, before budget consideration</td>
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<td><strong>17</strong> Co-sponsor events with school district and community groups</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated after getting more information, before budget consideration</td>
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<tr>
<td><strong>18</strong> Conduct a customer satisfaction survey of residents to better understand how to meet community needs</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated after getting more information, before budget consideration</td>
<td></td>
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<tr>
<td><strong>19</strong> Develop and launch a comprehensive City mobile app for information, reporting, service requests, etc.</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated after getting more information, before budget consideration</td>
<td></td>
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<tr>
<td><strong>20</strong> Develop a volunteer and/or staff ambassador program to engage residents</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated after getting more information, before budget consideration</td>
<td></td>
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<tr>
<td><strong>21</strong> Launch a morale enhancement program for city staff to understand what concerns they have and find ways to address them</td>
<td>Efficient, Responsive, and Effective City Services</td>
<td>Eliminated after getting more information, before budget consideration</td>
<td></td>
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<tr>
<td><strong>22</strong> Address parking challenges</td>
<td>Attractive, Complementary Business District</td>
<td>Eliminated during brainstorming vote</td>
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<td>No.</td>
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<td>Status</td>
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<tr>
<td>23</td>
<td>No increases in budget (more services for the same dollars)</td>
<td>Fiscally Responsible and Transparent City Government</td>
<td>Eliminated during brainstorming vote</td>
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<tr>
<td>24</td>
<td>Find ways to address curb height issue</td>
<td>Attractive, Complementary Business District</td>
<td>Eliminated during brainstorming vote</td>
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<tr>
<td>25</td>
<td>Create a stormwater quality ordinance to prevent road damage/debris from vehicles</td>
<td>Beautiful, Preserved, Single-Family Residential Neighborhoods</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>26</td>
<td>Modernize recruitment process (e.g. new avenues for recruitment ads, applicant tracking system)</td>
<td>Efficient, Responsive, and Effective City Services</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>27</td>
<td>Purchase an electronic Recreation registration system for facilities and classes</td>
<td>Efficient, Responsive, and Effective City Services</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>28</td>
<td>Establish a proactive program for engagement with media</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>29</td>
<td>Create a City youth engagement program (e.g. youth commission, civic youth academy)</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>30</td>
<td>Place GPS in all City vehicles</td>
<td>Fiscally Responsible and Transparent City Government</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>31</td>
<td>Additional resources for vacant homes ordinance</td>
<td>Safe Community</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>32</td>
<td>Upgrade the Emergency Operations Center</td>
<td>Safe Community</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>33</td>
<td>Develop and launch a comprehensive signage program that distinguishes our business district from other business districts and gives us a unique identity</td>
<td>Attractive, Complementary Business District</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>34</td>
<td>Conduct an audit of all print materials to see what can be done digitally (e.g. Rec brochure, agendas)</td>
<td>Efficient, Responsive, and Effective City Services</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>No.</td>
<td>Proposed Initiative</td>
<td>Key Benefits</td>
<td>Status</td>
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<td>-----</td>
<td>-------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------</td>
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<tr>
<td>35</td>
<td>Update records management program, including new legal requirements</td>
<td>Efficient, Responsive, and Effective City Services</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>36</td>
<td>Implement enhanced translation services for the community</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>37</td>
<td>Establish or support the establishment of a nonprofit called “Friends of Lacy Park”</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated during brainstorming vote</td>
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<tr>
<td>38</td>
<td>Launch a Civic Academy for residents interested in learning more about city operations and becoming more engaged</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated during brainstorming vote</td>
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<tr>
<td>39</td>
<td>Conduct ADA upgrades</td>
<td>Inviting and Relevant City Facilities</td>
<td>Eliminated during brainstorming vote</td>
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<tr>
<td>40</td>
<td>Launch a “Vision Zero” program for San Marino to work towards safer roadways for drivers and pedestrians</td>
<td>Safe Community</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>41</td>
<td>Implement one primary notification system for community</td>
<td>Safe Community</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>42</td>
<td>Commission a changing demographics analysis to better understand how to serve residents</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>43</td>
<td>Conduct a voter outreach/public information campaign for upcoming election</td>
<td>Engaged and Connected Residents</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>44</td>
<td>Go through the process to become an accredited Public Works agency with the American Public Works Association (APWA)</td>
<td>Fiscally Responsible and Transparent City Government</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>45</td>
<td>Go through the process to become an accredited Police Department with the Commission on Accreditation for Law Enforcement Agencies (CALEA)</td>
<td>Fiscally Responsible and Transparent City Government</td>
<td>Eliminated during brainstorming vote</td>
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<tr>
<td>46</td>
<td>Build a contemporary public safety facility</td>
<td>Inviting and Relevant City Facilities</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>47</td>
<td>Install security systems (with cameras) in city facilities</td>
<td>Safe Community</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>AGENDA ITEM NO. 5</td>
<td>Launch Operation Water Watch to teach the community about pool safety and give strategies to ensure someone is always on watch</td>
<td>Safe Community</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>----------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>49</td>
<td>Launch a Community Fire Academy for community</td>
<td>Safe Community</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>50</td>
<td>Purchase second Autopulse and provide training</td>
<td>Safe Community</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>51</td>
<td>Implement a K-9 program</td>
<td>Safe Community</td>
<td>Eliminated during brainstorming vote</td>
</tr>
<tr>
<td>52</td>
<td>Conduct a seismic survey of all public and commercial buildings</td>
<td>Safe Community</td>
<td>Eliminated during brainstorming vote</td>
</tr>
</tbody>
</table>
## Overall Summary

<table>
<thead>
<tr>
<th>Status</th>
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<tbody>
<tr>
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<tr>
<td>Major Disruption</td>
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<tr>
<td>Completed</td>
<td>83.72</td>
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</table>

**Progress**: 93%
In Fiscal Year 2018-2019, the City Manager’s Office focused on enhancing avenues for community engagement and receiving community input.

Monthly town halls were implemented in 2019 and will continue going forward so residents can learn about and give input on important community issues.

The City launched its new website in October 2019 after a year-long process. The new website has increased functionality and will allow staff to better engage with residents and provide critical updates. More website enhancements and refinements will continue to be launched in 2020.

The City launched a citywide Facebook and Twitter account in early January 2020. Going forward, staff will work to expand our following and better engage residents through social media.

Foundational activities have been completed, including the launch of monthly town halls and a new branding guide for public information dissemination.

The new City website with better engagement avenues launched on October 10, 2019 after a year-long process.

The City launched a citywide Facebook (https://www.facebook.com/CityofSanMarinoCA/) and Twitter (https://twitter.com/CityofSanMarino) account in early January 2020. Going forward, staff will work to expand our following and better engage residents through social media.
Updated on Jan 21, 2020 18:23:38

- In Fiscal Year 2018-2019, the City focused on Information Technology (IT) needs and hired a firm to provide comprehensive IT services. A new phone system was implemented to allow staff to better communicate and respond to residents, and we are now focused on system security and other improvements that will help us make sure our network is secure.
- Crowell Public Library completed the implementation of the RFID tagging system that will make it easier for residents to check out and return books.
- The Recreation Division completed the community survey and results have been reviewed by staff. Staff and community meetings are occurring to go over the results, and they will be presented formally to the City Council on January 31, 2020. Recreation staff is using these results to propose a new Recreation program for the next fiscal year.

Updated on Sep 04, 2019 21:50:34

During the FY 19-20 budget process, City Council refined this priority initiative to focus on the Parks & Public Works department. The purchase and implementation of a Public Works-specific work order system is now a FY 19-20 priority initiative.

Updated on Jan 17, 2020 17:03:17

Led by the City Manager’s Office and key staff from each department, the City launched a new website with a new vendor on October 10, 2019 after a year-long, intensive process. The new site offers a more user-friendly experience and more avenues for engagement. Site enhancements will continue and we welcome resident feedback.
**Priority Initiative 2.4**  
Progress 94%  
Re-envision Recreation Programming

**Priority Initiative 2.5**  
Progress 100%  
Ensure Library is fully staffed to provide the best experience possible for visitors

**Priority Initiative 2.6**  
Progress 100%  
Enhance Library services with RFID tagging technology

**Priority Initiative 2.7**  
Progress 99%  
Complete labor negotiations

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IntelesysOne was brought in as the City's IT vendor in 2018 and is continuing to evaluate and address the IT needs of the City while also safeguarding the City's data. IntelesysOne also assisted with the successful implementation of the upgrade to the City's financial information system.

GreenPlay LLC completed community survey and results have been reviewed by staff. Staff and community meetings occurred to go over the results on January 23, 2020, and they will be presented formally to the City Council on January 31, 2020. Recreation staff is using these results to propose a new Recreation program for the next fiscal year.

The Library was fully staffed as of November 2019. As new positions become vacant, Library and HR staff will work diligently to replace staff members as quickly as possible.

All print materials have been tagged and the self-checkout station will debut at the Library Open House on Saturday, January 25, 2020.

Tentative Agreements reached with all employee associations. Memorandum of Understanding for each employee association is being brought to Council for formal approval on Friday, January 31, 2020.
<table>
<thead>
<tr>
<th>Priority Initiative</th>
<th>Progress %</th>
<th>Major Disruption</th>
<th>Completed</th>
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<tr>
<td>Priority Initiative 2.8</td>
<td>46%</td>
<td>80.0</td>
<td>20.0</td>
</tr>
<tr>
<td>Update Personnel rules and regulations</td>
<td><a href="#">Details</a></td>
<td></td>
<td></td>
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<tr>
<td>Updated on Jan 21, 2020 16:35:31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This project has been on hold until negotiations were completed, but activities will commence once formal agreements are signed on January 31, 2020.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Priority Initiative 2.9 | 100% |  |
| Complete Workers' Compensation audit | [Details](#) |
| Updated on Jan 21, 2020 16:36:09 |  |
| The workers's compensation audit was completed by our hired consultant in March 2019. |  |

| Priority Initiative 2.10 | 100% |  |
| Find new benefits broker | [Details](#) |
| Updated on Jan 21, 2020 16:36:55 |  |
| USI was selected as new Benefits Broker for the City of San Marino shortly before the Open Enrollment period, completing this priority initiative. |  |
Public safety remains the priority for the City, and the following priority initiatives were put into place in Fiscal Year 2018-2019:

- The Fire Department purchased an AutoPulse, a piece of live-saving equipment that helps people in cardiac distress. Personnel have been training on how to use the technology and will be placed into service after confirmation from DHS.
- The Planning & Building Department has developed a lead-safe ordinance that will be brought to Council soon for their review and approval.
- The City Manager's Office led efforts with the San Gabriel Valley Council of Governments to develop a regional framework and implementation plan for coyote management. This allows us to have more resources to dedicate to coyote safety and reporting.
- The Police Department continues to educate the community on ways to reduce Part 1 crimes and has seen success with reduced crime rates. They are also focused on enhancing the Neighborhood Watch Program with more block captain trainings, a 2019-2020 Priority Initiative.

March 6, 2019 - Fire Chief Rueda submitted a report to the City Manager regarding Lacy Park occupancy load. The maximum occupancy load of Lacy Park has been determined as 13,500 persons maximum for public assembly events.

The San Marino Fire Department received final approval from the Los Angeles County Department of Health Services for deployment of the AutoPulse Resuscitation System.

April 29, 2019 - Completed a needs assessment of EOC.
February 22, 2019 - San Marino Fire Department received a signed letter stating Final Approval of the Local Hazard Mitigation Plan. All Emergency Operation Plans are current and complete.

**Priority Initiative 3.4**  
**Progress 75%**

Adopt a Lead-Safe Ordinance

*Updated on Jan 21, 2020 01:47:31*

This item is ready to be presented to Council and will be brought to them based on City Council agenda management.

**Priority Initiative 3.5**  
**Progress 100%**

Develop a Regional Coyote Management Plan

*Updated on Jan 17, 2020 17:06:30*

- City Manager's Office worked with San Gabriel Valley Council of Governments (SGVCOG) and other interested cities to develop a regional coyote management framework and implementation plan.
- Framework and implementation plan were approved by SGVCOG City Manager's TAC at June meeting and the Governing Board on July 18, 2019.
- San Marino City Council approved the framework and participation in the implementation plan in September 2019.
- As of December 2019, the contract with the SGVCOG became active and they took over management of the regional coyote management implementation plan. Staff continues to work closely with them, and public-facing documents, a hotline, and reporting tool will be available by February 2020. Town halls will also be scheduled regularly to keep the community informed on the status of coyotes in the City and best practices to deter coyotes.

**Priority Initiative 3.6**  
**Progress 100%**

Develop and implement resident awareness and informational campaign to help reduce Part 1 Crime

*Updated on Nov 05, 2019 21:21:23*

Throughout FY 18-19, NW coordinators continued to reach out to the public (residents) by walking door door, attending NW meetings, and community events. Despite making good strides in increasing Neighborhood Watch participation and awareness, the NW watch team and members of the police department are continuing to share Neighborhood watch programs information and general public safety tips through fiscal year 19-20. Specifically, the department will be enhancing the NW program through the development of block captain training for new block captains and hosting a residential security system seminar.
Priority Initiative 3.7  Progress 100%
Develop a program for enhanced police recruiting

Updated on Jul 11, 2019 00:24:10

This program was recently funded with the approval of the 19/20 FY Budget. In anticipation of the Budget, the Department along with the City Human Resources Department has completed recruitment flyers for Police Officer Recruit and Lateral along with Police Cadet. These flyers will be posted on line and through the Department Social Media Platforms. The Department has attended one job fair and is looking for additional opportunities to attend these types of functions. We have attended regional police academies to seek out non-sponsored recruits as possible candidates. Other initiatives are being discussed and viable methods will be implemented.

Priority Initiative 3.8  Progress 100%
Develop a Volunteer Program

Updated on Jan 21, 2020 16:24:26

While foundational activities have been completed to establish a volunteer program in the Police Department, the development and expansion is continuing in FY19-20.

Priority Initiative 3.9  Progress 100%
Enhance the Neighborhood Watch Program

Updated on Nov 02, 2019 00:23:04

Since July of 2019, Neighborhood Watch coordinators have contacted an additional 288 homes walking door to door in neighborhoods in an effort to garner interest and increase participation in the program. They also attended 6 Neighborhood Watch (NW) meetings at existing blocks and help establish 3 new NW groups during this period. One of the 3 is the Mission District group which is the first in a commercial area. Lastly, as an additional way to spread the word and solicit feedback, NW coordinators attended 2 Coffee with a Cop events and 3 community events.

With the establishment of the 3 new NW groups, NW coordinators will be looking to provide training to the new block captains in the near future. This may be in the form of one group training session or individual sessions depending on the preferences of the new block captains and scheduling availability.

Priority Initiative 3.10  Progress 98%
Enhanced Uninhabited Residential Property Ordinance

Updated on Jan 21, 2020 16:33:32

The revised and enhanced ordinance was presented to the Council on January 8, 2020 and was introduced for first reading. Council will be able to officially adopt the ordinance in February.
CPR training was completed for all staff in 2019 and will remain a part of operating procedures going forward. The next training will happen in January 2021.
In Fiscal Year 2018-2019, the Parks & Public Works Department developed a plan for sidewalk maintenance and City Council awarded a multi-year sidewalk replacement contract that will ensure ongoing sidewalk maintenance. The Department is also focused on street rehabilitation and awarded a contract in May 2019 for 23 streets. Continued focus on sidewalk repairs continued over as a Fiscal Year 2019-2020 Priority Initiative and more updates are available on our FY 19-20 Strategic Plan Dashboard.

**Priority Initiative 4.1**

Develop a plan for sidewalk maintenance (Fix our Sidewalks)

Updated on Jul 12, 2019 17:04:25

Completed with award by City Council of multi-year sidewalk replacement contract in April 2019

**Priority Initiative 4.2**

Evaluate recommendations for street improvements (Fix Our Streets)

Updated on Jul 12, 2019 17:05:32

Fiscal year 2018/19 street rehabilitation project for 23 streets was awarded by the City Council in May 2019
In Fiscal Year 2018-2019, the City focused on fiscal responsibility and transparency through:

1. The implementation of Envisio, a software that allows us to track progress on priority initiatives and share key operating and performance metrics with our residents. City staff uses the software internally to track progress and review key metrics. This report represents the third update to our Priority Initiative dashboards and Operating and Performance Metrics Dashboard. Updates will continue to be made on a quarterly basis.
2. The adoption of financial policies in May 2018, which incorporated the 4 recommendations of the Long-Term Strategic Financial Committee.
3. An assessment and revamping of the Parks and Public Works Department, which was approved by City Council in May 2019 for the FY 19-20 budget.

**Priority Initiative 5.1**

Implement Envisio software for strategic plan management and performance and operational tracking

- Strategic Plan Manager launched internally in February and is being used by staff to track priority initiatives set by Council for the current fiscal year.
- Performance Analytics module is now working internally, with metrics for each department available.
- The soft launch of the public dashboard -- which includes both a snapshot of the Strategic Plan Manager and all metrics -- launched in early June 2019. Refinements were made based on Council input and the dashboards became public in mid June 2019.
- The Strategic Plan Priority Initiative Dashboard now includes updates on both Fiscal Year 18-19 and Fiscal Year 19-20 priority initiatives.

**Priority Initiative 5.2**

Evaluate Recommendations from the Long-Term Strategic Financial Committee

Staff continues to work with CalPERS and third-party consultants to assist the City in determining the best fiscal approach on paying down pension costs, including potentially establishing a Section 115 trust to manage pension obligations. Staff will also be attending upcoming seminars on topics related to pension obligations and connecting with local agencies to better understand how other agencies are approaching the pension liability.
The proposed revamping was approved by City Council in May 2019, completing this priority initiative. Meanwhile, as part of the FY19-20 priority initiative, the Department has secured a vendor to provide a software-based solution in order to monitor service levels and better track resident requests. All Department staff will utilize this new management software.
CSF 6  Progress 100%
Attractive, Complementary Business District

Completed 100.0 4

Updated on Jan 21, 2020 18:40:15

In Fiscal Year 2018-2019, the Planning & Building Department began the foundational work of developing a plan for revitalizing our Central Business District. This kicked off a larger focus on economic development that is currently underway as a Fiscal Year 2019-2020 Priority Initiative. More information on this initiative can be found on the FY 19-20 dashboard.

Priority Initiative 6.1  Progress 100%
Develop a plan for revitalizing our Central Business District

Completed 100.0 4

Updated on Jan 21, 2020 01:48:48

Complete, with further work being done via the FY 19-20 economic development program priority initiative.
The futures of Stoneman and the San Marino Center are part of the Recreation re-envisioning process. With the completion of the Recreation survey, it appears that the community is looking for a scaled down and more focused set of Recreation offerings. To this end, City staff is pursuing a plan to relocate Recreation from Stoneman to the San Marino Center, and has identified a potential tenant for Stoneman. City staff is now focused on preparing options for City Council to get their direction.

The future of Stoneman is part of the Recreation re-envisioning process. With the completion of the Recreation survey, it appears that the community is looking for a scaled down and more focused set of Recreation offerings. To this end, City staff is pursuing a plan to relocate Recreation from Stoneman to the San Marino Center, and has identified a potential tenant for Stoneman. Council also approved a zoning change that would codify the use of the Stoneman property as a school in a residential zone, allowing any potential third-party vendors to use the property in a similar fashion to how it is currently being used.

The next step is to present options to the City Council and receive direction.

The future of the San Marino Center is part of the Recreation re-envisioning process. With the completion of the Recreation survey, it appears that the community is looking for a scaled down and more focused set of Recreation offerings. To this end, City staff is pursuing a plan to relocate Recreation from Stoneman to the San Marino Center, and has identified a potential tenant for Stoneman. Council also approved a zoning change that would codify the use of the Stoneman property as a school in a residential zone, allowing any potential third-party vendors to use the property in a similar fashion to how it is currently being used.

The next step is to present options to the City Council and receive direction.
Updated on Jan 21, 2020 18:45:10

In February 2019, the City adopted a new tree ordinance that will help ensure our urban forestry is preserved. The Parks & Public Works Department, meanwhile, has been developing a tree replacement program for street trees, which includes an inventory of street tree vacancies, and is preparing a more comprehensive tree management program with the recent hiring of an urban forester position. A proactive code enforcement strategy has also been implemented, and City staff will continue to expand this effort. Meanwhile, the Planning and Building Department is currently conducting a historic preservation survey that will help us preserve our historic assets.

Priority Initiative 8.1  Progress 100%
Develop a long-term plan for medians (Beautify our Median Parks:)

Updated on Jan 21, 2020 15:58:33

The Urban Forester position is filled and is working on developing a long-term plan for City medians. While the foundational tasks of this priority initiative are complete, ongoing activities will continue well into Fiscal Year 2020-21.

Priority Initiative 8.2  Progress 75%
Tree Replacement Program (Grow a Tree City:)

Updated on Jan 21, 2020 15:57:27

The Urban Forester is now filled and this staff person will identify tree vacancies, with activities continuing through the 2020-21 fiscal year.

Priority Initiative 8.3  Progress 100%
Preserve the Urban Forestry

Updated on Jan 21, 2020 16:29:27

The urban forester position has been filled, giving the City its first-ever staff person dedicated to preserving the City’s urban forestry. Efforts to protect our urban forestry will continue and expand as part of his operating tasks.

Priority Initiative 8.4  Progress 100%
Develop a strategy for a proactive code enforcement

Updated on Jan 21, 2020 01:49:40
Foundational activities are complete, but this priority will remain ongoing. During the 2020 year, staff and the Code Enforcement Manager will develop a new approach to educating the public.

### Priority Initiative 8.5  Progress 95%

**Historic Preservation Survey**

Updated on Jan 08, 2020 18:35:23

The project is in Phase 2 and is scheduled for completion in Fall 2020.

### Priority Initiative 8.6  Progress 100%

**Peafowl Abatement**

Updated on Jan 21, 2020 01:50:53

Year 1 of the program is completed. The City captured and relocated 45 peafowl. Further relocation efforts continue to be suspended due to the CDFA quarantine. The last update was on December 23, 2019.

### Priority Initiative 8.7  Progress 75%

**Adopt a Wireless Telecommunications Ordinance**

Updated on Jan 08, 2020 18:36:44

The Ordinance is being drafted by the City Attorney.

### Priority Initiative 8.8  Progress 57%

**Amend the development standards for residential construction**

Updated on Jan 08, 2020 18:38:07

The research for this initiative is still on going. Staff continues to work on new Ordinances that help facilitate this process.

### Priority Initiative 8.9  Progress 95%

**Adopt a New Livable Area Ordinance**

Updated on Jan 08, 2020 18:39:09

440  AGENDA ITEM NO. 5
The revised Ordinance was approved by the Planning Commission in 2019. Staff will re-introduce the Ordinance to the Planning Commission due to additional changes.
Fiscal Year 2019-20 Priority Initiative Status Report

Jan 21, 2020
Overall Summary

Status

<table>
<thead>
<tr>
<th>Status</th>
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Progress: 58%
C S F 1
Engaged and Connected Residents

*Updated on Jan 21, 2020 18:49:10*

Although Council did not direct staff to undertake any priority initiatives for this Critical Success Factor this year, City staff continues to develop and expand its comprehensive public information and engagement strategy. Please see the FY 18-19 dashboard for further details.
This fiscal year, staff is focused on three priority initiatives that will help create more efficient, responsive, and effective City services. First, staff is exploring partnership opportunities with other cities and agencies to find cost savings. Initial conversations with the San Marino Unified School District began and will be picked up again with the addition of our permanent Finance Director, and the City continues to participate in a cost-sharing study with the San Gabriel Valley Council of Governments. Second, the Parks & Public Works Department is working to implement an electronic work order system that will allow us to better serve our residents. Third, the Police Department has already begun the implementation of their enhanced staffing plan and is seeing success.

**Priority Initiative 2.1**

Explore partnership opportunities with other cities/agencies (including school district) to find cost savings

- The San Gabriel Valley Council of Government's (SGVCOG) cost-sharing study to look for saving opportunities continues to be underway and the City is actively participating.
- With permanent Finance Director now in place, conversations with the School District and other agencies are resuming.

**Priority Initiative 2.2**

Purchase and implement an electronic work order system

The Department has an agreement in place with GOgov, the vendor that will provide the software based solution for service request tracking purposes. The Department is currently working with GOgov to modify the program specific to the Department's needs. The Department's goal is to make this feature available to residents in Spring.

**Priority Initiative 2.3**

Enhanced staffing resources for Police Department
As of January 16, 2020, the Police Department currently has 28 sworn personnel with one of those due to graduate the academy in one month. The Department has one police officer candidate in the beginning stages of the process and a second that has expressed interest but has not yet applied.

The corporal position in detectives was vacated and is currently occupied by an officer. The Administrative Sergeant position was filled by Sgt. Tebbetts and is progressing well with him handling several aspects of department training, internal investigations, policy, and other special projects.

The records manager reviewed 70 applications that were provided by Human Resources. All were entry-level applicants. They will soon be scheduled to take the written examination.

The Department is in the process of getting six additional test proctors approved by POST to administer written tests to applicants. This will give the department a total of seven proctors to help facilitate testing.
This fiscal year, the Police Department is working to install License Plate Reader (LPR) cameras at the intersection of San Marino and Huntington. The Department is also putting a special focus on enhancing the neighborhood watch program through the addition of new groups and more block captain training.

The City Council staff report is written for the LPR cameras through Vigilant. However, there are some additional details that need to be discussed and will need to be added. Recently, staff has also learned that several local agencies have opted to use an alternate LPR provider by the name of Flock Safety. Staff is now researching this company to provide Council with more options and pricing.

Since November 2019, NW coordinators visited an additional 200 homes. This brings the total to 840 total contacts since January of 2019. One additional Neighborhood Watch block was created on Montecito bringing the total to 4 additional blocks since July of 2019 (28 in total). They also held one additional Coffee with a Cop event at Colonial Kitchen on December 12. The Block Captain PowerPoint and curriculum has been completed and the Neighborhood Watch coordinators will be conducting two block captain training sessions throughout the year. Dates have yet to be selected.
This fiscal year, the Parks & Public Works Department is reconstructing the Lacy Park Rose Arbor. In January 2020, the City Council considered funding options and awarded a construction contract to a local contractor, Courts Construction Inc. The Department expects that construction will begin in February 2020 and the project will take 120 working days to complete, leading to an August 2020 completion date. Meanwhile, the Department finished Year 1 of the sidewalks program and recently hired the City’s first-ever urban forester to conduct an inventory of our trees and protect the urban forestry through numerous programs.

In January 2020, the City Council considered funding options and awarded a construction contract to a local contractor, Courts Construction Inc. The Department expects that construction will begin in February 2020 and the project will take 120 working days to complete (August 2020).

The Department will continue to work on the sidewalk replacement program and Year 2 will begin during Summer 2020.

An Urban Forester has been hired and will complete this task in addition to other assigned tasks.
The Finance Department is leading the City's effort to proactively seek external funding sources. To date, the Department has secured CDBG funding for disaster preparedness and continues to investigate and apply for other grant funds.

Since the last update on October 31, 2019, staff has completed the following analysis regarding external funding sources: Gain a better understanding of requirements attached to grant funds, learn about the various reporting requirements, and assess value of funds against the grant requirements, such as a City required match funding.

The list below provides a status update on external funding sources:

- Staff was able to secure Community Development Block Grant (CDBG) funding for a Disaster Preparedness Seminar that will be held on May 12, 2020. Participants age 55 and older who are San Marino residents (ID or proof of San Marino residency required) will receive a free comprehensive emergency kit in a wheeled travel backpack. The kits contain emergency food and water, a first aid kit, a hand-crank powered radio with built-in flashlight and other survival kit items. Specific details for the event will be broadcasted to the San Marino public in early Spring and included in the Spring Recreation Guide.

- Staff applied for Measure A funding provided through the Los Angeles County Regional Park and Open Space District (RPOSD) to continue the Maintenance and Servicing of the Thurnher House. RPOSD staff noted that they have received the application but since the City still has about $11k of funds available related to Prop A, these funds need to be used up first before they will review and approve this application. This will continue to provide maintenance of the Thurnher House without using General Fund money through 2022.

- Staff will be seeking grant funding from Proposition 68 through the Statewide Park Development and Community Revitalization Program. The State is expected to finalize the agency allocations in early 2020.

- Staff continues research and discussion with various local agencies on obtaining additional grants that may be of interest to the City of San Marino.
Attractive, Complementary Business District

The Planning & Building Department is focused on developing and launching a City-run economic development program to build the business corridor, with significant progress being made on foundational activities. The Economic Development Team continues to meet and go over marketing strategies for this program, and City Council recently approved a business incentive pilot program. We look forward to continued progress as 2020 progresses.

Priority Initiative 6.1

Develop and launch a City-run economic development program to build the business corridor

This project is ongoing. The Economic Development Team continues to meet and go over marketing strategies for this program, and City Council recently approved an incentive pilot program. Once the City fully launches a social media presence, the team will use this platform to market the program.
The Parks & Public Works Department is excited to begin the process of developing a 20-Year Master Plan for Lacy Park. To date, they have reestablished the Lacy Park Landscape Committee as a forum to gather feedback and input on future improvements and plans. A draft plan will be presented in early Spring 2020.

The Department has engaged with the Lacy Park Landscape Committee and will present a draft Lacy Park Master Plan in early Spring.
This fiscal year, the Planning & Building and Parks and Public Works Departments will be creating a financial incentive program to encourage residents to plant heritage trees in their front yards. With the City's urban forester recently hired and acting as the point person on this initiative, we are excited to begin program development.

Updated on Jan 21, 2020 01:53:36

Urban Forester has been hired and is beginning work to develop this program.
This graph shows the average time it takes for officers to Respond to Priority 1 calls for Part 1 crimes (homicide, burglaries, robberies, larceny, auto theft, aggravated assaults, and arson).
This graph shows the number of calls for service each month that lead to some level of contact between the community and Officers and results in police action.
This graph shows the number of unlawful entries into a structure with the intent to commit a crime.
This graph shows the number of theft cases in the City, which is defined as the illegal taking of property without force or fear.
This graph shows the number of motor vehicle thefts in the City. (This does not include theft from cars, but rather theft of cars.)
This graph shows the number of traffic collisions that result in injury (from pain to death), leading to investigation by the Police Department.
This graph shows the number of subscribers to Nixle and CLEARS, the City's safety communication platforms.
This graph shows the average length of time it takes Fire Department personnel to respond to an incident, from Dispatch to En-route.
This graph shows the average length of time it takes Fire Department personnel to respond to an incident, from Dispatch to Arrival.
This graph shows the total number of incidents that Fire Department personnel respond to within the City of San Marino.
This graph shows the total number of incidents that Fire Department personnel respond to outside of San Marino.
This graph shows the total number of incidents within San Marino that receive aid from outside agencies.
Cardiac Arrest is the abrupt, often fatal, loss of heart function in a person. This graph shows the total number of Cardiac Arrest Incidents that Fire Department personnel respond to.
Return of Spontaneous Circulation (ROSC) is the return of sustained blood pressure and pulse rate in patients that have suffered from cardiac arrest. This graph shows the total number of Cardiac Arrest incidents San Marino Fire Department personnel respond to in which ROSC is achieved.
Planning & Building

This graph shows the number of applications submitted for a construction related permit. This includes permits for building, electrical, plumbing or mechanical permits.
This graph shows the number of building, electrical, plumbing, and/or mechanical related permits issued during any given month.
Key Performance and Operating Metrics as of December 2019

This graph shows the average amount of time it takes for the Planning & Building Department to issue a building permit after the application has been submitted.
This graph shows the number of code enforcement cases opened by City staff or the public. The public has the ability to open cases via the GoGov app. The City began more proactive code enforcement in October 2018.
This graph shows the number of code enforcement cases responded to and closed by City staff. The City began more proactive code enforcement in October 2018.
Key Performance and Operating Metrics as of December 2019

This graph shows the number of new businesses that received approval to operate within the City within a given month.
This graph shows the number of businesses that have renewed their business license application to continue operations within the City.
This graph shows the number of private trees authorized for removal by the Department.
This graph shows the number of private trees that were required to be planted as part of the approval to remove an existing tree.
Key Performance and Operating Metrics as of December 2019

Parks & Public Works

This graph shows the monthly cost for all Parks and Grounds upkeep in the City.
This graph shows the number of linear feet of sewer lines that were cleaned in the City. In FY 17-18, this metric was tracked yearly, and the monthly numbers represent the average per month considering 114,500 linear feet were cleaned that year.
This graph shows the number of square feet of sidewalk that was replaced in the City. In FY 17-18, this metric was tracked yearly, and the monthly numbers represent the average per month considering 13,000 square feet were replaced that year.
This graph shows how many potholes were filled in the City. In FY 17-18, this metric was tracked yearly, and the monthly numbers represent the average per month considering 405 were filled that year.
This graph shows the total percentage of Council approved capital improvement projects to City assets that have been completed by the fiscal year to date.
Key Performance and Operating Metrics as of December 2019

This graph shows the number of all City-owned vehicles that are out of service due to repairs.
This graph shows the number of trees planted on public land (street medians, parks, etc.) each month. For FY 17-18, the monthly total is an average based on total trees planted that year.
This graph shows the number of public trees removed due to safety issues or disease each month. For FY 17-18, the monthly number is an average based on the total trees removed that year.
Key Performance and Operating Metrics as of December 2019

Library

This graph shows how many total visitors the Crowell Public Library receives each month.
This graph shows Crowell Public Library's circulation each month. Circulation refers to how many items are checked out each month.
This graph shows the percentage of the Crowell Public Library's circulation that is San Marino residents.
This graph shows how many community and educational programs sessions the Crowell Public Library offers each month.
This graph shows the number of events, including City sponsored and rentals, that occur at the Barth Room each month.
This graph shows the average number of Crowell Public Library attendees per event per month.
Recreation

This graph shows a high-level overview of Recreation's costs, revenues, and participation levels for their programming. Programming includes aquatics, contract classes, special events, senior activities, before/after school care, summer camp, and preschool. It does not include general Recreation administrative costs or revenues. Recreation is currently going through a revisioning process to better complement the needs of residents. As the new program is developed and implemented, metrics will be updated to better reflect programming goals and outcomes.
This graph shows the costs associated with each category of Recreation programming.
This graph shows the gross revenue associated with each category of Recreation programming, as well as facility rentals.
Key Performance and Operating Metrics as of December 2019

Finance

This graph shows what percentage actual revenues and expenditures for the month were of the total revenues in the adopted budget for the year.
This graph shows the total of City investments and investment-related bank accounts at month-end. The balance typically declines each year during the period July-November, until property tax revenues are received beginning in December.
Key Performance and Operating Metrics as of December 2019

This graph shows the total expenditures for the City each month.
Key Performance and Operating Metrics as of December 2019

This graph shows the total revenues for the City each month.
This graph depicts the difference between monthly revenues and monthly expenditures.
This graph shows the difference between cash receipts and cash disbursements for each month. Cash receipts and cash disbursements can be different from revenues and expenditures because not all cash receipts are revenues and not all cash disbursements are expenditures.
This graph tracks the number of overtime hours incurred for Police (sworn) personnel for the month. For the period July 2017 through June 2018, the amount shown is the average for FY 2017-18.
This graph tracks the number of overtime hours incurred for non-sworn personnel for the month. For the period July 2017 through June 2018, the amount shown is the average for FY 2017-18.
This graph tracks the number of overtime hours incurred for Fire personnel for the month. For the period July 2017 through June 2018, the amount shown is the average for FY 2017-18.
Network health is a statistical measurement encompassing the key areas of computer network performance and security. The areas measured are hardware compliance, end user performance, network server performance, data security and back-up, virus and malware threats, adherence to best practice design, and city continuity of operation in the event of an outage. The City has made IT health and security a priority in the past year, which has resulted in a higher network health score. For example, security protocols were implemented with mandated password changes and closing of firewall ports that could have left the network open to outside threats.
Human Resources

This graph shows the number of full-time City employees on staff during the current month.
This graph shows the number of part-time City employees on staff during the current month.
This graph shows the total number of full-time employee vacancies during the current month. This refers to positions that are funded but not currently filled.
Workers' Compensation is a program that provides coverage and treatment for employees for illnesses and injuries that arise out of their employment with the City. The graph shows the number of Workers' Compensation claims filed during the current month.
Priority Initiatives FY 20-21 Staff List for Consideration

Engaged and Connected Residents
1. Robust Chinese translation and engagement program
2. Kick off hard-copy mailers for various citywide notifications/communications
3. Create youth commissioner roles on current commissions
4. Upgrade for sound quality and recordability the audio, video and lighting systems in the Council Chamber and Barth Room

Efficient, Responsive, and Effective City Services
5. Establish a citywide customer service policy and concierge program
6. Develop and implement a comprehensive records management program
7. Launch a training and development university for all employees
8. Update the strategic plan
9. Conduct a comprehensive code restructuring to bring our municipal code up to today’s standards, make it more user friendly, and make sure key information is all in the same place

Safe Community
10. Create a citywide Americans with Disabilities Act transition plan to prioritize, budget and construct access improvement to city-owned public buildings
11. Launch a motorcycle enforcement and investigation team
12. Create a personal safety and security seminar for residents
13. Launch a traffic safety program at the schools
14. Launch the neighborhood traffic calming program created as part of the citywide traffic circulation study
15. Revamp CERT and disaster supply giveaway program

Well-Maintained Infrastructure
16. Adopt a stormwater pollution prevention program to keep streets free from pollution created by private construction activities

Fiscally Responsible and Transparent City Government
17. Implement a fee program to offset the cost of infrastructure maintenance and construction from residential construction which impacts traffic congestion, pavement condition, and sewer cleaning

Attractive, Complementary Business District
19. Open a farmers’ market
20. Beautify Huntington Drive and medians to make the area more business-friendly and attractive (signage, landscaping, etc.)

Inviting and Relevant City Facilities
21. Renovate the San Marino Center into a state-of-the-art Community Center and Senior Center

Beautiful, Preserved Single Family Residential Neighborhoods
22. Retain a Housing Element consultant to help educate the City on new legislation and then assist staff in developing the mandated 2021 Housing Element Update
23. Create and launch a beautiful streets or home recognition program (historic significance, native landscaping, etc.)