

MEMORANDUM OF UNDERSTANDING

CITY OF SAN MARINO

AND

SAN MARINO POLICE OFFICERS' ASSOCIATION

JUNE 26, 2016 THROUGH JUNE 22, 2019

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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.

ARTICLE02  
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.

ARTICLE04  
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.

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 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 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 08.06. 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.

(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 08.07. 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 08.08. 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 15<sup>th</sup> of each year.

Overtime shall not include: (1) overtime not approved by a supervisor; and (2) overtime or voluntary

early reporting of ten (10) minutes or less.

Section 09.04. 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 Police Chief, Commander, or Lieutenant.

(B) 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.

(C) 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.

(D) 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 09.06. 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.

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 regualification 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 \$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.

(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. 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:

Incentive Pay Group	Education and Experience
I	(1) P.O.S.T. Intermediate Certificate, or (2) Associate of Arts Degree and 3 years' police experience.
II	(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.
III	(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.
IV	(1) Baccalaureate Degree, P.O.S.T. Advanced Certificate, and 6 years' police experience.

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.

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 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 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) 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 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) 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.

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 (15<sup>th</sup>) to nineteenth (19<sup>th</sup>) year of employment (160.8 hours annually).
- (7) 15.0 hours for each month beginning with the twentieth (20<sup>th</sup>) 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 (15<sup>th</sup>) through nineteenth (19<sup>th</sup>) year of employment.
- (7) 360.0 hours for the twentieth (20<sup>th</sup>) 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 replacement 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 given the reasons in writing.

(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. If an employee works his/her regularly scheduled workday on 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, 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:

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 a flat rate 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.

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 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 16.7. 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.



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.

ARTICLE20  
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.

ARTICLE22  
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.

ARTICLE23  
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.

ARTICLE24  
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.



ARTICLE25  
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 June 26, 2016 through June 22; 2019.

ARTICLE 26  
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.

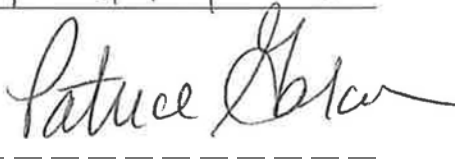
CITY OF SAN MARINO

SAN MARINO POLICE  
OFFICERS' ASSOCIATION

By: 

By: 

By: 

By: 

By: \_\_\_\_\_

By: 

By: \_\_\_\_\_

**EXHIBIT A: SAN MARINO POLICE OFFICERS' SALARY SCHEDULE  
EFFECTIVE JUNE 26, 2016 THROUGH JUNE 24, 2017**

CLASSIFICATION	STEP A	STEPB	STEP C	STEPD	STEPE
Police Officer	5,929	6,225	6,536	6,863	7,206
Corporal	6,227	6,538	6,865	7,208	7,568
Police Sergeant	7,379	7,748	8,135	8,542	8,969

**EFFECTIVE JUNE 25, 2017 THROUGH JUNE 23, 2018**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	6,047	6,350	6,667	7,000	7,350
Corporal	6,351	6,669	7,002	7,352	7,720
Police Sergeant	7,526	7,903	8,298	8,713	9,148

**EFFECTIVE JUNE 24, 2018  
THROUGH JUNE 22, 2019**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	6,168	6,477	6,800	7,140	7,497
Corporal	6,478	6,802	7,142	7,499	7,874
Police Sergeant	7,677	8,061	8,464	8,887	9,331

**The Police Education Incentive during this contract period is as follows.**

Officer/ Corporal + Base  
Monthly Hourly

Sergeant + Base  
Monthly Hourly

I.	126.53	144.61
II.	209.44	245.59
III.	292.33	346.56
IV.	375.23	447.53

**Merit increases are based on the following table for all employees in this bargaining unit:**

- 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 Police Chief and subject to the approval of the City Manager.