





City of Sierra Madre Agenda Report

Denise Delmar, Mayor
John Harabedian, Mayor Pro Tem
Rachelle Arizmendi, Council Member
John Capoccia, Council Member
Gene Goss, Council Member

Sue Spears, City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Miguel Hernandez, Human Resources Manager 

REVIEWED BY: Gabriel Engeland, City Manager 

DATE: June 26, 2018

SUBJECT: **Consideration of Resolution 18-35 Adopting the Memorandum of Understanding between the City of Sierra Madre and Classified Employees Association; Resolution 18-36 Adopting the Draft Memorandum of Understanding between the City of Sierra Madre and Sierra Madre Police Officers Association; Resolution 18-37 Amending the Classification Plan and Salary Matrix**

SUMMARY

City negotiators have held several meetings with the respective employee unions to discuss changes to Memorandums of Understanding (MOU). The MOU's attached are the result of those meetings. City staff is seeking Council approval of the MOU with the Classified Employees Association (CEA) and draft MOU with the Sierra Madre Police Officers Association (POA).

STAFF RECOMMENDATION

Staff is seeking Council approval on Resolution 18-35 adopting the Classified Employees Association (CEA) Memorandum of Understanding; Resolution 18-36 adopting the draft Memorandum of Understanding between the City of Sierra Madre and Sierra Madre Police Officers' Association (POA) and authorize the City Manager to execute the final MOU between the City of Sierra Madre and Sierra Madre Police Association; and Resolution 18-37 amending the Classification Plan and Salary Matrix in order to implement the negotiated cost of living adjustments for full-time employees covered under the Classified Employees' Association and Unrepresented full-time Fire employees and Police Association.

ALTERNATIVES

1. The City Council may adopt Resolution 18-35, approving the Memorandum of Understanding between the City of Sierra Madre and the Classified Employees Association, Resolution 18-36, Adopting the Memorandum of Understanding between the City of Sierra Madre and the Police Officers Association, and Adopting Resolution 18-37 amending the Classification Plan and Salary Matrix.
2. City Council may choose to deny the resolutions and provide alternate direction to staff.

FINANCIAL REVIEW

The following funds are impacted:

General Fund, total impact:

Fiscal Year 2018-2019 \$86,000

Fiscal Year 2019-2020 \$74,000

Water Fund and Sewer Fund total impact:

Fiscal Year 2018/2019 \$34,500

Fiscal Year 2019/2020 \$30,000.

All items which impact the above listed funds have been accounted for and approved in the Fiscal Year 2018/2019 budget.

ANALYSIS

Classified Employees Association

The City's contract with the employees represented by the Classified Employees Association expires on June 30, 2018. Over the past months the City's Negotiating Team has served as the intermediary between the City Council and the CEA for a new comprehensive MOU concerning terms and conditions of employment for the City employees represented by the Classified Employees Association. The following items were agreed upon by both parties:

1. Five year contract in which there will be an opportunity for the CEA to reopen negotiation through a limited re-opener in years 3, 4, and 5, for the sole purpose of discussing and considering up to two MOU terms/conditions or benefits.
2. 1.9% Cost of living increase for Fiscal Year 2018/2019 as calculated by the BLS for C-CPI-U (chained CPI), looking back to April 2017 excluding Utilities Department employees.

3. Cost of living salary increase for Fiscal Year 2019/2020 as calculated by the BLS for C-CPI-U, looking back to April 2018. The cost of living increase will be no less than 0.5% and no more than 3.0%.
4. 5% salary increase for Fiscal Year 2018/2019 for Water Fund employees and to Sewer Fund employees who possesses a sewer certification.
5. Modification to the City's Classification Plan and Salary Matrix for Utilities Department employees in Fiscal Year 2019/2020.

Upon ratification for non-Utilities Department CEA employees and Unrepresented full-time Fire employees, the new MOU provides for a 1.9% salary increase retroactive to June 24, 2018. Furthermore, beginning June 23, 2019, all employees covered under the Classified Employees Association and Unrepresented full-time Fire will receive a cost of living salary increase as calculated by the BLS for C-CPI-U, looking back to April 2018. The cost of living increase will be no less than 0.5% and no more than 3.0%.

Upon ratification, for eligible Classified Employees Association members in the Water and Sewer Fund respectively will receive a 5% salary increase retroactive to June 24, 2018 in lieu of the 1.9% salary increase referenced above. Only employees who received a "meets expectations" or higher on the review previous to the adoption of this MOU will be eligible for the step increase. The following positions receiving the 5% salary increase are:

- Utility Service Worker
- Water Pump Operator
- Water Leadworker
- Water Foreman
- Leadworker

Effective July 1, 2019, the new MOU, for the positions described above, also provides for a modification to the City's Classification Plan and Salary Matrix Pursuant to the new salary matrix, the former step (1) one will be eliminated, and employees in the Utilities Department will move down one step that corresponds with the employee's current hourly pay rate. This modification provides Utilities Department employees an opportunity to be eligible to receive step increase providing the employee receives a meet or exceeds standards evaluation.

Additionally, the MOU provides for a D-3 and T-3 certificate stipend of \$145.00 per month to one eligible Utilities Department employee upon pre-approval of the Utilities Services Director. Currently, the City has only one employee qualified to operate the City's Water system

Police Officers' Association

The City's contract with the employees represented by the Police Officers Association expires on June 30, 2018. Over the past months the City's Negotiating Team has served

as the intermediary between the City Council and the POA for a new comprehensive MOU concerning terms and conditions of employment for the City employees represented by the Police Officers Association. The following items were agreed upon by both parties but have not been ratified by the POA. It is anticipated that the POA will ratify the MOU terms at their next POA meeting. It is recommended that the City Council approve the agreed upon conditions as listed below and authorize the City Manager to execute the final MOU, contingent upon the POA not suggesting changes that would significantly impact the previously agreed upon conditions as listed below:

The following new benefits are the same as those approved by the CEA:

1. Five year contract in which there will be an opportunity for the POA to reopen negotiation through a limited re-opener in year 3, 4, and 5, for the sole purpose of discussing and considering up to two MOU terms/conditions or benefits.
2. 1.9% Cost of living increase for Fiscal Year 2018/2019.
3. Cost of living salary increase for Fiscal Year 2019/2020 as calculated by the BLS for C-CPI-U, looking back to April 2018. The cost of living increase will be no less than 0.5% and no more than 3.0%.
4. Longevity Pay for employees reaching 10 years of service with additional longevity pay every subsequent five years.
5. A one-time bilingual stipend payment for eligible employees.

The following are new terms presented by the POA:

1. Uniform stipend increase.
2. Overtime paid at 160 hours, currently at 171 hours.
3. Increasing court minimum hours to four (4) hours for POA members working graveyard shifts.
4. Education incentive equivalent to intermediate POST stipend.

Upon ratification the new MOU provides for a 1.9% salary increase retroactive to June 24, 2018. Furthermore, beginning June 23, 2019, all employees covered under the Police Officers Association will receive a cost of living salary increase as calculated by the BLS for C-CPI-U, looking back to April 2018. The cost of living increase will be no less than 0.5% and no more than 3.0%.

In addition to the ratification of the new MOU's, City staff is recommending that Council approve the modification of the City's Classification Plan and Salary Matrix for the following positions:

Utilities Department

In reviewing the current Classification Plan and Salary Matrix, the Utilities Service Worker position is placed in range (1) one along with other various positions that will not be affected by the proposed cost of living salary increase for Utilities Department employees. Staff is recommending a salary range adjustment by simply removing the Utilities Service Worker position from range (1) one and adding a new salary range for purposes of future

changes within the Utilities Department positions.

Fire Department

Staff is recommending increasing the part-time salary for single-function Paramedics and Engineers from \$12.50 per hour to \$15.00 per hour. The proposed increase would help retain the City's existing single-function part-time Paramedics and Engineers and help with the recruiting efforts. While the Fire Department is in the process of transitioning to a full-time career Department, recruiting part-time staff provides support and helps reduce potential overtime costs.

Library Services

In Fiscal Year 2017/2018, the Library has gone through a reduction of supervisory staff. In order to manage basic library operations with reduced staff, the library will need to adjust the day-to-day workflow with part-time staff. The addition of a part-time Library Technician II provides supervisory level work and support in assisting with developing library programs.

Police Department

Since the inception of the part-time Police Officer program in 2010, part-time Police Officers help supplement full-time staff. These trained officers provide support with special events, the Department's Investigative section, and help reduce overtime by filling during full-time Police Officer vacations. Staff is recommending increasing the part-time Police Officer hourly rate from \$32.66 per hour to \$34.29 per hour.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter, at the Sierra Madre Public Library, and can be accessed on the City's website at www.cityofsierramadre.com.

Attachment:

Attachments (5):

1. Resolution 18-35 Adopting the Memorandum of Understanding between the City of Sierra Madre and Classified Employees Association
2. Classified Employees Association MOU
3. Resolution 18-36 Adopting the Memorandum of Understanding between the City of Sierra Madre and Police Officers Association
4. Police Officers Association Draft MOU
5. Resolution 18-37 amending the Classification Plan and Salary Matrix – Including Exhibit A - Fiscal Year 2018/2019 Classification Plan and Salary Matrix

RESOLUTION NO. 18-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
SIERRA MADRE AND THE SIERRA MADRE CLASSIFIED EMPLOYEES
ASSOCIATION**

**THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY
RESOLVE:**

WHEREAS, the City of Sierra Madre employs full-time employees who are members of the Sierra Madre Classified Employees Association; and

WHEREAS, the City Council recognizes the Sierra Madre Classified Employee Association under Section 2.48.040 of the City of Sierra Madre Municipal Code; and

WHEREAS, the City Council negotiated a memorandum of understanding (MOU) with the Association for all covered employees.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE
CITY OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS
FOLLOWS:**

Section 1. The City of Sierra Madre adopts the Memorandum of Understanding between the City of Sierra Madre and the Sierra Madre Classified Employees Association.

Section 2. Effective Date. This Resolution shall go into effect immediately.

PASSED, APPROVED AND ADOPTED this 26th day of June, 2018.

Mayor Denise Delmar
City of Sierra Madre, California

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 26th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Laura Aguilar, Assistant City Clerk
City of Sierra Madre, California

Memorandum of Understanding

Between the City of Sierra Madre and the Sierra
Madre Classified Employees' Association

June 24, 2018 – June 30, 2023

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ARTICLE 1 PREAMBLE

It is the intent and purpose of this Agreement to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding matters related to wages, hours and/or other items and conditions of employment between full time classified employees represented by The Sierra Madre Classified Employees Association ("Association") and the City of Sierra Madre ("City") represented by management staff, in accordance with the California Government Code, Section 3500 et. seq. and Article II, Chapter 4 of the Sierra Madre Municipal Code.

This Agreement is to set out those items on which the City and Association have reached Agreement, so that these items will not have to be renegotiated during the term of the contract. The term of this Agreement is from June 24, 2018 to June 30, 2023, having been ratified by the General Employees on June 22, 2018 approved and accepted by the City Council on June 26, 2018.

Either party can re-open a portion or portions of this contract, as defined below, for negotiations through a limited re-opener for the sole purpose of discussing and considering two items prior to the conclusion of this contract in the fiscal year 2020-2021. An "item" for the purpose of the said limited re-opener shall be limited to single term/condition or benefit, e.g. good driving incentive; and shall not mean an entire article of the Memorandum of Understanding, e.g. Article 9 - Compensation. A request to re-open contract negotiations for this limited purpose must be issued in writing the dates listed below by the requesting party. The written request must be submitted between the following dates:

- April 1, 2021 to May 15, 2021
- April 1, 2022 to May 16, 2022
- March 31, 2023 to May 15, 2023

Upon receipt of such timely written request, the parties agree to meet and confer in good faith; however, the Association understands and agrees that no right to any additional benefit, including but not limited to, cost of living or health and welfare benefit increase, is conferred by this Agreement or any limited re-opener negotiations.

ARTICLE 2 DEFINITIONS

Unless otherwise indicated within this Agreement the following definitions shall apply. Any words and terms that are not specifically defined in this article will have the common English language meaning as defined in the Webster's New Collegiate Dictionary.

Agreement: This document, including all attachments and amendments that are officially adopted by the Association and the City Council of the City of Sierra Madre.

Association: The City of Sierra Madre Classified Employees' Association, a collective negotiation unit that represents all classified employees of the City of Sierra Madre.

Appropriation: Authority to expend City funds granted by the Sierra Madre City Council.

City: The City of Sierra Madre, a general law city within the State of California and the County of Los Angeles.

Employee Retirement Contributions: The statutory 8% contributions to the City sponsored retirement plan administered by CalPERS.

Employer Retirement Contributions: The actuarially determined contributions to the City sponsored retirement plan administered by CalPERS necessary to fund retirement benefits.

Flexible Spending Accounts: Depository accounts maintained on behalf of employees for the purpose of exempting such expenditures from income related taxes.

Personnel Officer: The City Manager or his/her designee.

Stated Salary: Negotiated salary for all purposes except calculations and reporting to CalPERS for retirement related issues.

Salary Subject to PERS: An employee's unadjusted base salary plus the portion of the EPMC paid by the City of Sierra Madre, used solely for retirement related calculations and reporting to CalPERS.

ARTICLE 3 IMPLEMENTATION

This Agreement constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Sierra Madre. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until:

- The Association by a majority vote of its members formally accepts this Agreement, and
- The City Council acts, by a majority vote, to formally approve and adopt said Agreement, and
- The City Council acts to appropriate the necessary funds required to implement the provisions of this Agreement, which require funding, and
- The City Council acts in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this Agreement for the period as specified in this Agreement.

ARTICLE 4 RECOGNITION

The City recognizes the Association as the recognized employee organization for all full-time classified employees of the City of Sierra Madre. Accordingly, this agreement does not apply to part-time, seasonal, management, confidential and exempt employees, or police employees. The Association recognition is in accordance with Section 2.48.040 of the Sierra Madre Municipal Code as approved by the City Council.

ARTICLE 5 PROBATIONARY PERIOD

Section 1 Initial Probation Periods

The initial 12 months of employment within a particular class of employment for newly hired employees shall be a probationary period or "probation." Existing employees who have accepted a new appointment or promotion shall be subject to probation for a period of six months.

Section 2 Probation Period Extensions

Where the Personnel Officer determines that the performance of a new employee during his/her probationary period warrants an extension of that period, he/she may extend the probationary period by up to three months for any reason. The exercise of such discretion is not subject to administrative appeal or grievance procedure. The department head or designate shall notify the City Manager in writing as to the reasons for such contemplated extension of the probationary period at least 30 days prior to the conclusion of the normal probationary period, and shall give a copy of such notice to the employee.

Section 3 Evaluations

It shall be the responsibility of the department head or designate to furnish the City Manager with an evaluation report 10 days prior to the completion of each 90 days during the probationary period, or extended period of probation, and at least 10 days prior to the expiration of such period. The report shall contain a thorough investigation of the employee's performance progress and general acceptability for final determination of the employee's qualifications for permanent appointment. No probationary employee shall be terminated without prior approval of the City Manager.

Section 4 Termination / Reinstatement

Probationary employees may be rejected at any time during the probationary period without cause and without right of appeal or hearing, based upon the recommendation of the department head or designate and the approval of the City Manager. Each probationary employee shall be informed of this possibility at the time of his/her appointment or promotion.

An employee who has been released during the probationary period from a position to which he/she has been promoted, shall be reinstated to the position from which he/she was promoted, unless he/she is dismissed for cause, as provided in the Sierra Madre Personnel Rules and Regulations.

Section 5 Permanent Appointment

An employee's status shall be considered permanent upon the completion of the probationary period only if the department head or designate reports that the services of the employee have been "meets or exceeds standards" or better and that the employee is recommended for a permanent appointment and upon the approval of the City Manager. At such time as the permanent appointment is made the employee shall be entitled to the next step increase as appropriate.

Section 6 Probationary Test Period

In all instances, the probationary test period shall commence upon the employee being classified in the position to which the test period applies. Additionally, the probationary test period shall automatically, and as a matter of law, be extended by the number of days equivalent to the number of workdays that the employee did not perform services during the test period. The extension applies regardless of the cause for the employee being unable to perform services.

ARTICLE 6 TRANSFERS

Transfer of an employee from one position to another in the same or comparable class from one department to another, may be made on concurrence of both department head and the City Manager. No transfer shall be made unless the same is required for the purpose of economy and efficiency.

ARTICLE 7 OTHER EMPLOYMENT

Section 1 Outside Employment or Activities

No full-time employee shall engage in any outside employment without first obtaining written approval of the Personnel Officer. The Personnel Officer shall deny permission to the employee to engage in such outside employment if the Personnel Officer finds either that such employment renders, or would render, such employee less able, actually or potentially, to perform his or her duties as an employee of the City. Failure of any employee to obtain approval of the Personnel Officer may be grounds for dismissal. The type of outside employment may also be restricted by Government Code section 1126(b).

Section 2 Conflict of Interest

No employee shall engage in any outside employment which involves dealing or contact with any other City employee or official, in such other employee's official capacity in connection with the enforcement of interpretation of any City law or regulation or any state or federal law, the enforcement of which is charged to the City.

ARTICLE 8 THE COMPENSATION PLAN

Section 1 Salary Advancement

Application of the five steps within a range shall in general be administered in the following sequence for classified employees:

- Upon approval of the Personnel Officer, an employee may be hired at step 1 - 5 in the salary range applicable to the classification.
- The Personnel Officer shall have the authority to adjust an employee's salary step forward within the salary range when the purpose is to correct an existing inequity or give recognition to exceptional performance.
- The advancement in steps from Steps 2 to 5 shall be as follows:
 - Each additional step will be awarded to an employee upon completion of an annual performance appraisal with an overall rating of "meets or exceeds standards" or above. Each increase is subject to the department head's recommendation and approval of the City Manager.
- No step advancement shall be made until it is clearly evidenced by a "meets or exceeds standards" or better performance appraisal. Length of service alone will not be considered as an adequate explanation for recommendation for approval of a salary adjustment.

All salary increases shall be effective at the beginning of the pay period following approval by the City Manager.

Salary advancement for each employee shall not be withheld unless the employee falls below a "meets or exceeds standards" level of service as established by performance evaluation. Service shall require a minimum of at least one year at each step after step 1.

If an employee is not rated "meets or exceeds standards" or better, that employee shall not receive the next step advancement until said employee's performance reaches "meets or exceeds standards" or better. Those employees not rated "meets or exceeds standards" or better shall be reevaluated every 90 days.

Upon approval of the City Manager, a step increase may be approved before the annual performance appraisal is submitted, if the employee will receive an overall rating of "meets or exceeds standards" when the evaluation is completed.

If an employee is denied a step increase he/she may appeal said denial through the grievance procedure contained in this Agreement.

Section 2 Merit Increase

The City's Manager, at his/her sole discretion, may approve a temporary merit step increase up to 10% for a special temporary assignment.

ARTICLE 9 COMPENSATION

Section 1 Increase

As agreed upon and adopted in City Council Resolution No. 18-35, each classic member employee paying the full statutorily required amount of the employee contribution to CalPERS for classic members, which is currently 8% for miscellaneous employees. Classic members are those members who do not qualify as new members under Government Code section 7522.04.

Upon ratification of this agreement, Classified Employees Association members excluding Utilities Department employees will receive a 1.9% salary increase effective June 24, 2018.

Upon ratification of this agreement, Classified Employees Association members in the Utilities Department will receive a 5% salary increase effective June 24, 2018. The City may also provide a 5% salary increase effective June 24, 2018 in lieu of the 1.9% salary increase referenced above to one non-Utilities Department member who possesses a sewer certification. The following positions receiving the 5% salary increase are:

- Utility Service Worker
- Water Pump Operator
- Water Leadworker
- Water Foreman
- Leadworker

Effective July 1, 2019, the City's Classification Plan and Salary Matrix for Utilities Department employees shall be modified to reflect Table 1.1. below. Pursuant to the new salary matrix, the former Step 1 will be eliminated, and employees in the Utilities Department will move down one step to the step that corresponds with the employee's current hourly pay rate. For example, if an employee is in Step 2 as of June 30, 2018, effective July 1, 2019, the employee will be in Step 1. An employee who receives a meets or exceeds standards evaluation rating in his/her immediately preceding annual performance evaluation may be eligible to receive a step adjustment pursuant to Article 8, Section 1 – Salary Advancement. For example, if an employee is in Step 2 as of June 30, 2018, and receives a meet or exceeds standards

evaluation rating in his/her 2018 performance evaluation, he/she may be eligible to receive a step adjustment, which, if granted, would correspond to moving up one step from Step 1 to Step 2 in the new salary matrix. If, however, an employee is in Step 2 as of June 30, 2018, and receives below a meet standards evaluation rating in his/her 2018 performance evaluation, he/she would be placed in Step 1 in the new salary matrix.

The following Utilities Department positions that will be modified in the new salary matrix are:

- Utility Service Worker
- Water Pump Operator
- Water Leadworker
- Water Foreman

Table 1.1

Range	Step 1	Step 2	Step 3	Step 4	Step 5
Current	17.18	18.03	18.94	19.88	20.88
New	18.03	18.94	19.88	20.88	21.92

Pay rate in Table 1.1 reflect the current 2017/2018 pay rate. Does include COLA increase.

Effective June 23, 2019, Classified Employees Association members will receive a COLA salary increase as calculated by the BLS for C-CPI-U, looking back to April 2018. The COLA will be no less than 0.5% and no more than 3.0%.

Section 2 Good Driving Incentive

A Good Driving Incentive Program is established for all employees required to obtain and maintain a valid class B commercial driving certification as a condition of employment (hereinafter "class B drivers"). Those employees who are class B drivers and maintain a clean driving record without tickets or accidents of any kind for the period of December 2 the prior calendar year through December 1 of the subject calendar year shall be eligible for a calendar year-end bonus of \$350 per year, subject to applicable taxes and deductions, payable at the 26th pay period of the calendar year. Verification of a clean driving record is subject to confirmation by the City of Sierra Madre Human Resources Department. Failure to verify compliance with the requirements of this section shall render any potentially eligible class B driver ineligible for payment of the year-end bonus.

Section 3 Movie Detail

When covered employees are required to work in connection with a movie detail, the employee shall be paid time and one-half of the employee's regular pay.

Section 4 On-Call Duty

Any employee assigned to the pager duty shall receive compensation of \$35 for each 24 hour period in which they are on pager duty, in addition to any other payment they receive for call-outs and/or Water Public Works Department rounds.

Assignment of on-call duty shall be on a rotating basis among qualified staff, with on-call duty or "duty man" assignments beginning at the end of regular working hours on Thursdays and ending at the beginning of regular working hours on the following Thursday. Schedules of on-call duty assignments shall

be updated every four months (January, May and September) and shall be posted adjacent to the Public Works time clock, and provided to the City Manager, Director of Public Works, Public Works Management Analyst, Public Works administrative staff, City Hall front desk (2 copies), and police dispatch (2 copies.) Posting shall list duty man cell phone and appropriate contact numbers.

Members serving on-call or duty man status shall respond to the caller within 15 minutes of receiving the call. It shall be the responsibility of the person standing on-call duty to ensure that the assigned cell phone and his cell and/or home phone devices are in working order. Failure to reply to a duty-man emergency call within 15 minutes of receipt and respond to the actual emergency within 45 minutes from receiving the call shall be grounds for forfeiture of on-call duty pay for that 24 hour period, and may be cause for further disciplinary action.

Section 5 Water and Sewer Certification Stipends

Public Works employees are eligible for either water or sewer certification stipends for the following certifications:

- D-1 and T-1 certificate OR Grade 1: \$115.00 per month;
- D-2 and T-2 certificate OR Grade 2: \$265.00 per month;
- D-3 and T-3 certificate: \$145.00 per month to one eligible Utilities employee only

It is the intent of the City that one employee of the Water Division of the Utilities Department, in addition to the Utilities Services Director, possess a D-3 and T-3 certification. The City will only cover the cost associated with obtaining D-3 and T-3 certification upon pre-approval by the Utilities Services Director in writing. Thus, should an employee seek to obtain D-3 and T-3 certification and have the City cover the cost associated with obtaining the certification, the employee must first receive the pre-approval of the Utilities Services Director in writing. An employee of the Water Division of the Utilities Department who obtains a D-3 and T-3 certification may have the opportunity to receive a monthly stipend. Only one employee of the Water Division of the Utilities Department will receive the monthly stipend should he/she qualify, and the Utilities Services Director shall determine who receives it and whether the employee qualifies. Should multiple employees of the Water Division of the Utilities Department obtain the D-3 and T-3 certificates at the same time, the Utilities Services Director will decide who receives the stipend and will consider seniority in making the decision.

Employees will not receive Level 1 plus Level 2 stipends cumulatively. In other words, if an employee receives a Level 2 certification in Distribution he/she will receive only the Level 2 stipend, not Level 2 plus Level 1. However, employees will receive a stipend for each certification held. So if an employee holds a D-2 and T-2 certificate, he/she will receive two times the Level 2 stipend. The same applies to Grade 1 and Grade 2 sewer stipends. Employees cannot receive compensation for both water and sewer stipends.

Section 6 Foreign Language Bonus

For members covered under this agreement who work at a front counter that are proficient to assist customers in an alternate language may be eligible for a one-time Foreign Language Bonus of \$750. In order to earn the bonus, the member must pass a test, agreed upon between the Association and the City Manager, for reading and writing in the foreign language.

Section 7 Longevity Pay

Effective July 1, 2016, Longevity Pay recognizes City service, and shall be exclusive of all other premiums and other pays, and shall be established for all full-time employees represented by the MOU. A one-time "Longevity-Pay bonus" will be paid at the employee's current annual rate of pay at the time of eligibility.

The effective date of Longevity Pay shall be the beginning of the pay period following the employee's qualifying anniversary date of eligibility.

An employee is eligible to receive Longevity Pay at such time when the employee begins each year of service as follows:

Eligible Years of Service	Longevity Pay
10	2.5%
15	2.5%
20	2.5%
25	2.5%
30	2.5%
35	2.5%
40	2.5%

This Longevity Pay is not compensation earnable since it does not meet all of the requirements under 2 C.C.R. § 571.

ARTICLE 10 OVERTIME

All overtime assigned and worked shall be compensated for in the following manner:

Section 1 Time Worked

"Overtime" is all actual hours worked over 40 hours in a seven day period. In determining an employee's eligibility for overtime compensation in a work period, paid leaves and unpaid leaves of absence shall be excluded from the total hours worked. Paid leaves of absence include, but are not limited to: vacation, sick leave, administrative leave, compensatory leave, worker's compensation leave, jury duty, bereavement leave and military leave.

Section 2 Overtime Approval – Straight Time

All overtime must be approved prior to being worked and shall be paid at the employee's regular straight time rate, except to the extent that actual hours worked within a seven day period exceed 40 hours as defined in Section 1.

Section 3 Overtime Approval – Time and One-Half

All overtime must be approved prior to being earned. The time that exceeds 40 hours of work as defined in Section 1 shall be paid at time and one-half the employee's regular rate of pay as defined under the Federal Fair Labor Standards Act (FLSA).

An employee assigned to weekend Water Department rounds shall be paid at the rate of one and ½ times his/her regular straight time rate for all time worked while performing this duty. Employees shall receive

a minimum of two hours compensation regardless of whether the employee actually worked less than two hours. This provision shall be applicable to employees even though the employee's regular workweek is not completed and total hours worked is less than 40 hours in a seven day period.

Section 4 Overtime Approval – Double Time

All overtime must be approved prior to being worked. All call-outs shall be compensated at a rate equal to two times the regular straight time rate of any employee required to make such call-outs, rounds and work. In case of such a call-out, compensation shall be for a minimum of two hours of each occasion.

An employee called back to work after completing his/her normal work shift and having left City premises and/or work location for non-scheduled overtime, utilized in the case of an emergency, shall be paid at the rate of two times his/her regular straight time rate for each hour worked. Employees who are called back to work shall receive a minimum of two hours compensation regardless of whether the employee actually works less than two hours.

This provision shall be applicable to employees even though the employee's regular workweek is not completed. However, this provision shall not apply to an employee whose normal work shift has been extended, or to an employee who has been called to report to work one hour earlier than his/her normal work shift would begin.

Section 5 Holiday Pay

Employees who work on a holiday will be compensated accordingly. If it is an employee's regular work day, the employee will receive holiday pay, plus time and one-half for the hours worked. If it is an employee's regular day off per the 9/80 work schedule, the employee will receive eight hours of floating holiday, plus time and one-half for the hours worked.

Employees who work the Mount Wilson Trail Race on the Saturday of Memorial Day weekend will be compensated at time and one-half for the hours worked.

An employee assigned to Water Department rounds on a holiday shall be paid double time. Employees shall receive a minimum of two hours compensation regardless of whether the employee actually worked less than two hours.

Section 6 Compensatory Time

Any employee working overtime may designate either compensation on the next paycheck or "credit" to their compensatory time account. Overtime worked at the employee's regular straight time rate shall be credited as compensatory time at one-hour credit for one hour worked. Overtime worked at the time and one-half rate shall be credited to compensatory time at one and one-half hour credit for each hour worked.

- The compensatory time account for any employee shall be limited to 160 hours, and must be approved prior to being earned and reported on the next payroll time sheet.
- An employee shall notify his/her Department at least 72 hours prior to taking time off credited to compensatory time.

- When an employee terminates for any reason, the unused compensatory balance shall be paid to the employee at the employee's final regular pay rate.
- An employee may use his/her compensatory time to extend his/her vacation period with the approval of the department head.

ARTICLE 11 ANNUAL VACATION LEAVE

Full-time employees are entitled to annual vacation leave with pay. Vacation leave shall be earned from the first day of probationary employment and may be used only as it is earned. Requests for vacation leave exceeding the amount of leave will require the prior approval of the Personnel Officer.

Section 1 Vacation Accrual

Every full-time probationary and regular employee shall accrue paid vacation leave per payroll period as follows:

<u>Length of Service</u>	<u>Service Years</u>	<u>Per Payroll</u>	<u>Annually</u>
0 - 48 months	1 – 4	3.71 hours	96.46 hours
49 - 60 months	5	4.01 hours	104.26 hours
61 - 72 months	6	4.32 hours	112.32 hours
73 - 84 months	7	4.62 hours	120.12 hours
85 - 96 months	8	4.93 hours	128.18 hours
97 - 108 months	9	5.24 hours	136.24 hours
109 - 120 months	10	5.55 hours	144.30 hours
121 - 132 months	11	5.85 hours	152.10 hours
133 - 144 months	12	6.16 hours	160.16 hours
145 - 156 months	13	6.47 hours	168.22 hours
Over 157 months	Over 14	6.78 hours	176.28 hours

Vacation shall accrue bi-weekly on a pro rata basis and increases shall occur at the beginning of the month.

For purposes of this section, continuous service shall include time in which an employee is on an authorized leave of absence with pay.

Section 2 Accumulated Vacation

Employees may accumulate up to a total of 135 hours vacation time, not including the current year's allocation as of January 1, of any given year, with the additional following restrictions:

- Employees are encouraged to take a minimum of two weeks (80 hours) vacation each year, if earned. A Request for Leave of Absence Form shall be submitted 15 working days prior to any use of vacation leave.
- After 40 hours of non-sick leave has been taken in a 12 month period the employee may request payment for accumulated vacation leave in cash or deferred compensation at the employee's regular straight time rate.

ARTICLE 12 HOLIDAYS

Every employee shall be entitled to the following holidays with pay each calendar year and such other days as may be designated by action of the City Council:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King's Birthday)
- The third Monday in February (Presidents' Birthday)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- The second Monday in October (Columbus Day)
- November 11 (Veteran's Day)
- Thanksgiving Day (fourth Thursday in November)
- The Friday after Thanksgiving Day
- December 24* (Christmas Eve)
- December 25 (Christmas Day)
- December 31* (New Year's Eve)

* Denotes a partial holiday of four hours.

If any such holiday falls on a Sunday, the Monday following shall be treated as the holiday. If the holiday falls on a Saturday, the Friday preceding shall be treated as the holiday.

No employee shall be entitled to compensation for any holiday herein specified unless the employee was employed by the City on the day preceding and the day following the holiday. For the purposes of this paragraph, an employee who is absent on authorized vacation with pay or on accrued sick leave shall be deemed to be employed at such time.

One day (nine hours) of Floating Holiday shall be granted to an employee working on a holiday, except for holidays that fall on an employee's eight-hour work day, which will be compensated at eight hours and for the noted half day holidays which will be four hours.

All association members, with the exception of those who work at the Public Works Yard, will receive holiday pay when City Hall, the Library, and the Community Recreation Center are closed on the regular work days the week between Christmas holiday and the New Year's Day holiday. The employees who work at the Public Works Yard will work the week between the Christmas and New Year's Eve holidays and will receive 27 hours of Floating Holiday the first pay period in January, pro-rated to the date of hire for the first calendar year of employment.

All Floating Holiday earned must be used by the end of the corresponding calendar year. Any time not used will be cashed out on the last pay period of the calendar year. Floating holidays may be used at any time subject to:

- Use in at least fifteen minute increments in the calendar year; and
- Two days advance approval unless waived by the department head.

Terminating employees shall be compensated for accrued unused floating holiday hours.

The Personnel Officer is empowered to determine whether the City shall observe special days declared by the President or Governor as days of thanksgiving or mourning. The Personnel Officer is also empowered to declare limited service days. On such limited service days, employees will have the option to work or take the day off. If the employee chooses to take the day off, he/she shall utilize floating holiday, compensatory time, or vacation leave. If no such paid leave is available, the Personnel Officer may grant leave without pay.

ARTICLE 13 SICK LEAVE

Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease; illness or injury of a member of the employee's immediate family requiring the employee's attendance; and medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the work day.

An employee's immediate family shall consist of the employee's spouse or domestic partner, children, step children; the employee's spouse or the domestic partner's mother, father, brother, sister, grandchildren or grandparents; or other members of the employee's family residing in the employee's home or other member of the employee's family primarily dependent upon the employee.

Section 1 Sick Leave Use

An employee may be granted sick leave only in case of actual sickness as defined above or as otherwise required by law. In the event that an employee or a member of the employee's immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one hour after the time established at the beginning of the employee's workday, unless the City determines that the employee's duties require more restrictive reporting. Additionally, each department may have its own guidelines for reporting in sick. Failure to provide notice without good cause shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one day the employee shall keep their immediate supervisor informed as to the date the employee expects to return to work.

Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposely self-inflicted or caused by willful misconduct.

Sick leave shall not be granted to any employee absent from duty after separation from City service or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.

Sick leave shall not be granted to any employee to permit the extension of the employee's vacation.

The City may require a physician's certification at any time as to the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work.

Employees will not be permitted to use vacation or other leave in lieu of sick leave unless approved by the Personnel Officer.

Section 2 Sick Leave Accrual

Employees shall accrue 3.69 hours of sick leave per pay period for a total of 96 hours per year. Accrual shall occur on a daily basis. No accrual shall take place for any day in which the employee has performed less than a full day of service.

Sick leave may be accrued to a maximum of 2,000 hours except as provided below.

Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave during such leave as provided therein.

Sick leave shall not be accrued by an employee absent from duty after separation from City service or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

Section 3 Reimbursement for Accrued Sick Leave

Employee shall have no financial claim to reimbursement for unused sick leave upon leaving City employment, except as follows:

- Employees who voluntarily resign after completion of five years of continuous service shall receive 50% of any unused sick leave. Such compensation shall be calculated based on the employee's existing range and step at the time of resignation. No employee shall receive compensation for more than 1000 hours.
- Employees, upon retirement from the City's service and after completion of five years of continuous service, shall receive 50% of any unused sick leave. Such compensation shall be calculated based on the employee's existing range and step at the time of retirement. No employee shall receive compensation for more than 1000 hours.

Section 4 Excessive Sick Leave Usage or Abuse of Sick Leave

An employee who is excessively absent may be subject to disciplinary action. Excessive absenteeism shall include absence in excess of the average annual departmental sick leave usage unless covered/authorized by any lawfully protected leaves. Excessive absenteeism may occur regardless of the employee's accrual.

ARTICLE 14 WORKERS' COMPENSATION

All injuries sustained in the course of employment shall be reported at once to the employee's supervisor, who shall in turn promptly report the same to the Personnel Officer. The Personnel Officer shall authorize medical treatment for the employee at one of the City's approved medical clinics. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the supervisor shall complete and forward the required reports to the Personnel Officer within 12 hours following the injury.

Any permanent classified employee directed by either the City's or his/her physician to be absent from work due to an injury or illness arising out of and in the course and scope of City employment, shall receive

full salary during the first six months of such absence. During the period of time that an employee is on leave as a result of a work related injury/illness and receiving full salary from the City, the employee shall sign over to the City any workers' compensation disability payments received by the employee. Failure to do so shall cause the City to cease payment of the employee's salary. An employee who has received a leave of absence pursuant to this section shall not accrue sick or vacation time during the period of disability.

ARTICLE 15 UNIFORMS

Section 1 Uniform Use

Each employee required to wear a uniform covered by this Agreement shall be entitled to City provided uniforms. Work shirts shall not be worn outside of normal work schedule, excluding travel time to and from work. The suggested annual uniform allocation for Public Works Employees shall consist of the following:

- Four work pants.
- Four work shirts.
- Six tee shirts, issued July 15th each year.
- Two pair of work boots, one pair issued on July 15th and the other pair issued on January 15th.
- Rain Gear as required.

All non-Public Works employees are permitted to wear "business casual" attire year-round, except when required to attend a meeting involving members of the general public, or other elected or appointed officials, or employees of any federal, state or local government agency when business dress is appropriate. Business casual attire shall be subject to the requirements and guidelines contained with the City of Sierra Madre Personnel Rules and Regulations, as such may be amended from time to time by the City of Sierra Madre in its sole and absolute discretion.

Section 2 Laundry Service

The City shall contract with a laundry service, at no direct cost to the employees, but subject to the IRS tax guidelines, who shall be responsible for the cleaning and maintenance of City supplied uniforms for those employees required to wear uniforms as part of their duties.

ARTICLE 16 SAFETY EQUIPMENT

The City shall furnish to employees any safety equipment required, and shall provide access and training through a safety committee.

ARTICLE 17 INSURANCE

Section 1 Insurance Benefits

The City shall maintain the following overall level of insurance benefits for each employee covered by this Agreement for the duration hereof. The specific coverage is subject to the provisions of the individual insurance company's master contract(s) as issued to the City of Sierra Madre for each type of insurance.

- Insurance benefits offered by the City include:
 - Health Insurance
 - Dental Insurance

- Life and Accidental Death Insurance
 - Vision Insurance
 - Survivor Benefit
 - Workers Compensation
 - Unemployment
- The City has participated in the CalPERS medical program since 1995 to provide health coverage for association members. Pursuant to Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA), for the calendar year beginning January 2014, the City will contribute \$113.05 for each association member towards the PERS Health Care Plan. This amount is adjusted annually.
 - The City will contribute an amount over its contribution under PEMHCA (which is \$113.05 per month for the calendar year beginning January 2014). The total contribution, including the City's contribution under PEMHCA, shall be up to \$650 per month for health, dental and vision insurance coverage, plus 25% of premiums in excess of \$650 per month, through an IRS Section 125 Flexible Benefit Plan (FBP) administered by either the City or its designee.
 - In addition, the City provides a Flexible Spending Plan to allow employees to contribute to their health, dental and vision insurance coverage on a pre-tax basis.
 - The specific benefits are subject to change by the insurance carrier. The exact provisions governing each benefit program are contained in the Master Contract issued by the insurance carrier to the City of Sierra Madre.
 - All insurance benefits offered by the City are subject to COBRA upon an employee's resignation, retirement or other COBRA defined event.
 - Refer to the certificate of coverage for a complete description of benefits and coverage. The City reserves the right to select any insurance carrier or other method of providing coverage to fund the benefits of the employees under the terms of this Agreement, provided that the benefits to employees shall be not less than those in existence as of implementation of this Agreement.

Section 2 Medical Stipend

An employees who elects not to purchase medical, dental, and vision insurance through the City's plan and is covered by another group insurance plan, will receive a medical stipend of \$325 per month.

Section 3 Health Insurance - Alternative Health Insurance Providers

The City will allow the Association to sponsor an alternative provider of health insurance premiums provided that:

- The coverage is at least as comprehensive as the coverage provided through CalPERS (including deductibles, co-payments and service levels); and
- Contracting with the alternative insurance provider does not in any way compromise the City's participation in the CalPERS Health Plans for employees or retirees.

Section 4 Life Insurance and AD&D

Term Life Insurance Coverage is provided for employee only at an amount of \$50,000.

Section 5 Level IV Survivor Benefit

The employee paid survivor benefit is at Level IV.

Section 6 Retirement Insurance Coverage

The City has participated in the CalPERS medical program since 1995 for association members. As such, the City is obligated to contribute toward the cost of retiree medical coverage for the retiree's and spouse's lifetime so long as they remain eligible for and covered by this medical program. The City provides additional benefits based this Memorandum of Understanding beyond those required under PEMHCA. The following is a summary of these benefits:

All association members who retire from the City (including disability retirement) and continue coverage in the CalPERS medical program are eligible for the benefit provided in the PEMHCA resolutions. Those resolutions provide for the City to contribute toward retiree premiums at an equal amount to the active employees, for 2014 this amount is \$113.05.

In addition to the benefits described above, the City also provides the following monthly subsidy, inclusive of the contribution above, toward retiree (single coverage) medical premiums until the retiree reaches age 65:

- For CEA employees hired before October 15, 1995 who meet the requirements for CalPERS retirement (including industrial disability retirement), the City will pay 5% times the number of years worked for the City times the lesser of the actual premium for the lowest cost HMO premium in the Los Angeles area region.
- For CEA employees hired on or after October 15th, 1995 who retire (including disability retirement) at age 60 or older with at least 30 years of service with the City, will receive 100% of the actual premium or the lowest cost active employee HMO premium in the LA area region, whichever is less.

All other insurance coverage (vision, dental, & life) terminates upon retirement and is subject to COBRA. Dependent health insurance coverage may be extended by co-payment. Premiums for dependent co-payment must be submitted monthly in advance prior to the 15th of each month. The dependent co-pay coverage will terminate at age 65 or five years after the employee's death, whichever occurs first or within the guidelines of COBRA.

Dental insurance and dependent health insurance coverage will be subject to current COBRA and insurance provider guidelines. No insurance coverage will be extended for vision, life or AD&D insurance. Premiums made to the City for COBRA coverage must be submitted monthly in advance prior to the 15th of each month.

ARTICLE 18 RETIREMENT

Section 1 CalPERS Membership

Consistent with the Government Code, employees who are local safety or miscellaneous members of the California Public Employees Retirement System are entitled to the benefits as indicated in the December 30, 1979 amendment to the contract between the Board of Administration of CalPERS and the City Council. The contract has been amended to provide for military buy-back.

Section 2 Salary Subject to PERS

The calculation of the salary subject to PERS will follow "CalPERS Public Agency & Schools Procedures Manual" as it pertains to "reportable and un-reportable wages".

Section 3 City Payment of Employer Contribution for CalPERS Retirement

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement. For classic members, as defined in Section 4 of this Article, the retirement benefit is 2.5% at 55 for miscellaneous employees. For new members, as defined in Section 4 of this Article, the retirement benefit is 2% @ 62.

Section 4 Employee Contribution for CalPERS Retirement

Classic member employees shall pay the full statutorily required amount of the employee contribution to CalPERS for classic members, which is currently 8% for miscellaneous employees. Classic members are those members who do not qualify as new members under Government Code section 7522.04.

Pursuant to the Public Employees' Pension Reform Act of 2013, new member employees shall pay 50% of the normal cost rate for the defined benefit plan in which the new member employee is enrolled, rounded to the nearest quarter of 1%. (Government Code section 7522.30.) New members are defined under Government Code section 7522.04.

Section 5 Laborers' National (Industrial) Pension Fund (LNIPF)

Beginning March 3, 2002, the City began contributing, on behalf of each association member, one percent (1%) of base salary into the LIUNA supplemental pension fund, the Laborers' National (Industrial) Pension Fund (LNIPF); in exchange, the base salaries for all members of the CEA were decreased by 1%.

Beginning in 2010 the LIUNA Supplemental Pension Fund was certified in the critical zone ("red zone") by the IRS. As part of the rehabilitation plan required by the Pension Protection Act of 2006 (PPA), the City was mandated to pay an additional 0.05% surcharge in 2010, which increased to 0.1% between 2011 and 2013. In 2013 Laborers' National (Industrial) Pension Fund (LNIPF) imposed a default schedule upon the City in order for LNIPF to restore the plan's financial health. The default schedule is as follows:

2014	1.38%
2015	1.49%
2016	1.60%
2017	1.71%
2018	1.82%
2019	1.93%
2020	2.04%
2021	2.15%
2022	2.26%

ARTICLE 19 FLEXIBLE SPENDING ACCOUNTS

The City has established under Internal Revenue Code section 125, a flexible spending account for day care and uncovered medical (including dental and optical) costs. The plan allows employees to fund the costs on a pre-tax basis and reduce income related taxes.

ARTICLE 20 WORKING HOURS, EMPLOYEE ATTENDANCE & WORK PERIODS

Section 1 Hours of Work

The work schedule for regular full-time unit employees shall consist of 80 hours in a 14 day pre-established alternative work schedule. The City has adopted a 9/80 alternative work schedule as follows:

- For purposes of calculating overtime under the FLSA, generally for those employees working in City Hall, each seven day work period shall be identified in the signed Job Description.
- Notwithstanding special pay provisions of this Agreement, employees will not be eligible for overtime premium until an employee actually works more than 40 hours during the pre-established seven day work period.
- Employees will work 80 hours during each two-week period, as follows: employees will work nine hours each day (generally Monday through Thursday) observing the one hour unpaid lunch break and two paid breaks established in this Agreement and eight hours on an alternative day, generally, the Friday that City Hall is open (observing the breaks established in the MOU). City offices will be closed on the alternate Fridays, with employees not being required to report for duty.

Section 2 Work Days

A full workday shall include:

- Two paid 15 minute rest periods
- One unpaid lunch period of not less than 30 minutes or more than one hour.

Section 3 Pay Period

A pay period shall include 14 calendar days beginning at 12:01 a.m. Sunday and ending on Saturday at 12:00 midnight.

Section 4 Work Hours Per Year

Total hours worked shall be based on 2080 hours per year.

Section 5 Minimum Hours

Employees shall be required to work a minimum of eight hours per day assigned. Employees for whom necessity requires a different schedule shall work according to regulations that do not exceed state and federal regulations.

Employees shall be required to be in attendance at their work locations in accordance with the schedule of hours stipulated by the department head. Failure to observe work schedules shall be cause for disciplinary action. All departments shall be responsible for daily attendance records, which shall be properly recorded and reported at the end of each pay period. Personnel reporting after the designated time or leaving prior to the designated end of shift shall be considered tardy and absent without leave.

ARTICLE 21 SENIORITY

Seniority shall be based on the length of time of uninterrupted service of an employee in the classified service of the City.

ARTICLE 22 LAYOFF

Section 1 Definitions

- Retention Lists: Classified employees, probationary permanent, listed in order of seniority and by class series and classification; the most senior employee to be listed first.
- Seniority: The length of time of uninterrupted service of an employee in the classified service of the City.
- Bumping: The process by which an employee with greater seniority causes an employee with less seniority to be displaced from his present position.
- Assigned List: That list which shows the effective date of reduction of working hours, employee's name and classification. Order of list shows employee whose hours were reduced first and then those subsequent reductions.

Section 2 Length of Service

Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by the length of service. The employee who has been employed the shortest time in the class, plus higher class, shall be laid off first. Re-employment shall be in the reverse order of layoff. Persons laid off because of lack of work or lack of funds are eligible for re-employment for a period of 12 months and shall be reemployed in preference to new applicants.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same re-employment rights as those laid off.

Section 3 Retention Lists

The Personnel Officer shall establish and maintain retention lists for all classes and class series. These lists are to be revised from time to time to insure the accuracy and availability of the persons on such lists.

Section 4 Procedure for Layoff

Employees scheduled to be laid off shall be notified not less than 15 days prior to the date of layoff. The notice shall contain the reason for layoff and the effective date. Upon receipt of notice of layoff, the employee must notify the Personnel Officer within three working days whether he/she is electing his/her rights to "bump" the last person to be hired. The notice must be in writing.

- The "bumping" employee must have seniority over the last person to be hired in his class. If he/she does not have enough seniority, he/she may "bump" the last person hired in succeeding lower classes in the same class series until he/she reaches the last class and then in any class in which he/she has established permanency and over which he/she has seniority. Transferring seniority from one class series to another or from one unrelated class to another is not allowed.

- The employee being "bumped" has the same seniority "bumping" rights and may exercise them in accordance with these rules as though he/she was being laid off.

Any employee going to a lower class pursuant to this rule shall receive the maximum of the salary range of the lower class provided that such salary is not greater than the salary received in the higher position. In all cases where an employee elects to exercise his seniority rights and move to a lower class in lieu of layoff, his name shall be placed on a layoff list for the position from which he/she moved.

In computation of seniority, all services within a class plus higher class within the same class series shall count as seniority within the class. Continuous or uninterrupted service as a probationary or permanent employee within a class rather than actual days worked shall determine seniority.

No permanent or probationary employee shall be laid off from any probation while employees serving under emergency, provisional, or limited-term employment are retained in positions of the same class. A limited-term employee may be laid off (separated/terminated) at the end of his assignment without regard to the procedures set forth in these rules.

Section 5 Reduction in Assigned Working Hours

The Personnel Officer may reduce the number of assigned working hours and consequent hourly compensation for any classified position. Such reduction may be of a temporary or permanent nature. When the assigned hours for a position are to be permanently reduced, the affected employee shall be given not less than 15 calendar day's notice. The employee's name will then be placed on an "assignment list" which shall be kept by name, classification, and effective date of reduction.

ARTICLE 23 DISCIPLINARY PROCEEDINGS

Section 1 Disciplinary Action

Disciplinary action may be imposed upon any classified employee for any of the causes set forth in this Rule. For the purpose of this section, "disciplinary action" ("action") shall mean suspension without pay for a period not to exceed 30 calendar days, reduction in class or position, or any combination thereof; or dismissal from the service.

Section 2 Causes for Disciplinary Action

Any of the following shall be cause for the imposition of disciplinary action:

- Incompleteness, incompetence or inefficiency in the performance of the employee's duties;
- Insubordinate conduct directed at a supervisor or department head;
- Violation of any official regulation or order;
- Final conviction including a plea of guilty or nolo contendere of any criminal offense involving moral turpitude;
- Negligent or willful conduct by any employee either during or outside of duty hours, which results in or causes damage to public property, waste of public supplies or brings discredit to City;

- Fraud in securing employment or making a false statement on an application for employment; or dishonesty;
- Being under the influence of alcohol or dangerous illegal drugs or narcotics while on duty or in violation of City Drug and Alcohol Policy;
- Excessive absenteeism; inexcusable absence without leave; and abuse of sick leave;
- Discourteous treatment of the public;
- Any act or conduct either during or outside of duty hours which is of such a nature that it causes or may tend to cause discredit to the City, the employee's department or division;
- Any violation of the City's gift policy;
- Any other good and sufficient cause.

Section 3 Imposition of Disciplinary Action

All forms of disciplinary action shall be commenced by means of a written "notice of intended disciplinary action" prepared by the department head and then served upon the affected employee. The affected employee shall have a right to respond to the notice pursuant to section 5 of this Article. However, any intended discipline or other City action consisting of written reprimands or other forms of disciplinary action, such as transfer or reassignment (when the same is done for disciplinary or punitive purposes) whereby the potential impact (when the same is done for disciplinary or punitive purposes) and whereby the potential economic impact (without regard to real or possible losses of overtime compensation) upon the affected employee is in an amount less than the employee's scheduled daily compensation, shall not give rise to any form of post-department head administrative or judicial appeal and the determination of the department head shall be final and conclusive.

Section 4 Notice

In cases of discipline, pre-disciplinary written notice of the intended action shall be given to the employee setting forth the following information:

- Grounds for proposed discipline.
- Act or omission giving rise to intended discipline.
- All documents or records upon which the proposed discipline is based.
- The date by which the employee can respond and the person to whom the employee can respond.

Section 5 Employee Response

The employee shall have five working days from the day the "notice of intended disciplinary action" is served on him/her to advise of his/her intent to participate in a pre-disciplinary meeting pursuant to this bargaining agreement and *Skelly v. State Personnel Board*. This pre-disciplinary meeting shall be presided over by the City Manager or his/her designee. Any such requests to convene a pre-disciplinary meeting shall be in writing and shall be postmarked within five working days from the date the notice is served

upon the employee. If the employee either fails to request a pre-disciplinary meeting or fails to do so in a timely manner, then at the expiration of the five working day period for serving such request, the City Manager or his/her designee may render a determination based solely upon the pre-disciplinary supportive documents that were served upon the employee in accord with this Article 22, section 4.

Section 6 Final Action

After considering the employee's response, if any, to the "notice of intended disciplinary action," or after expiration of the time to respond and no response having been made, a written notice of final determination shall be served upon the employee within a reasonable time after the pre-disciplinary meeting is conducted. If the notice imposes discipline, then the effective date of that discipline shall be set forth within the notice. Absent an effective date set forth within the notice, the effective date of disciplinary action shall be deemed the date upon which the notice was signed by the City Manager or his/her designee. Subject to the limitations described in Article 8, the employee may appeal the City Manager/designee's determination pursuant to section 7.

Section 7 Appeals

A permanent employee upon whom disciplinary action has been taken may appeal to the City Council within 14 calendar days after receiving a copy of the City Manager's decision and by filing written answer to such decision. Appeal can be made on the following grounds:

- That the procedures set forth in the Rules and Regulations have not been followed.
- That the action taken was not in accord with the facts.

The appeal must be made in writing and submitted to the City Manager. If the appeal is not received by the City Manager within 14 calendar days after the employee has received a copy of the City Manager's decision, the employee waives his/her right to appeal the decision and the decision will become final.

Upon receipt of a timely appeal, the City Manager shall advise the City Council thereof and shall forward to each member of the Council a copy of the statement of charges, the City Manager's notice of decision and the employee's answer to such decision. The City Manager, upon instruction from the City Council, shall give the appealing party written notice of the time and place of the hearing to be held before the City Council upon such appeal. The hearing shall be limited to items which are disputed by the employee and contained within employee's written answer to such decision. All items not disputed by the employee shall be deemed admitted by the employee for the purposes of the hearing.

The City Council may, in its sole discretion, refer the hearing to a mutually agreed upon advisory hearing officer. It shall be the hearing officer's responsibility to render an advisory opinion and award and recommendation for penalty to the City Council. The selection of the advisory hearing officer shall be either by a mutual agreement between the parties as to the person selected, or by a timely request to the State Mediation and Conciliation Service for a list of names of seven arbitrators with experience in disciplinary matters in the public sector. The selection of the arbitrator shall be performed by an alternate striking of the names until one name remains. The hearing before the advisory hearing officer shall be conducted in the manner most conducive to the determination of the truth, and the hearing officer shall not necessarily be bound by the technical rules of evidence. The hearing officer shall have authority to issue subpoenas at the request of either party.

At the conclusion of the advisory hearing, and after receipt of the advisory report, recommendations and penalty, the record of the advisory proceedings shall be forwarded to the City Council for their determination, which shall be final and binding.

The parties shall be permitted to argue the hearing officer's advisory report and recommendation before the City Council. All arguments before the City Council will be confined to the Council sustaining the advisory arbitration award, rejecting the advisory arbitration award or modifying it with respect to findings and/or penalty.

In no event shall a trial de novo be convened before the City Council when it has elected to defer the matter to advisory arbitration.

After fully considering the parties' arguments with respect to the advisory arbitration and award, the City Council shall render a decision, which shall be final and binding.

Section 8 Procedure for Hearings before City Council

If the City Council does not refer the hearing to an advisory hearing officer, the following procedure shall apply for hearings before the City Council. Hearings shall be conducted in the manner most conducive to determination of the truth, and the City Council shall not be bound by technical rules of evidence. Decisions made by the City Council shall not be invalidated by any informality of the proceedings.

Each side will be permitted an opening statement (City Manager or designee first) and closing arguments (City Manager or designee first). The City Manager or designee shall first present the witnesses and evidence to sustain the charges and the employee will then present his witnesses and evidence in defense. Each side will be allowed to examine and cross-examine witnesses.

Whether the hearing is held in public or closed session, the City Council, after it concludes the hearing, may deliberate its decision in closed session. No persons other than persons of the City Council and the City Attorney shall be permitted to be present during the deliberations.

The City Council may sustain or reject any or all of the charges filed against the employee and may sustain, reject, or modify the disciplinary action involved against the employee. The decision of the City Council shall be final and conclusive in all cases.

ARTICLE 24 EMPLOYMENT GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this rule is to provide each employee a grievance procedure within the scope and framework of the City's personnel system. For the purpose of this Rule, the word "grievance" shall mean and include any complaint affecting wages, hours and terms and conditions of employment arising out of alleged violations of established rules and regulations, policies, administrative procedures, working conditions, job relations, extension of probation or this Agreement, except that the same shall not include any disciplinary action or proceedings.

Section 2 Procedure - Individual Petitions

An employee or group of employees having a complaint or grievance should present their grievance in a written statement to his/her immediate supervisor for resolution. If the point of dispute cannot be resolved with the immediate supervisor, the grievant may present his/her written complaint to the

department head. The employee or group of employees shall file the grievance within 30 calendar days of its occurrence or within 30 calendar days of the employee or employees knowing the alleged violation, or within 30 calendar days of the employee or employees being reasonably required to know of the occurrence.

Unresolved complaints that have been brought to the attention of a department head shall then be submitted in writing to the City Manager not more than 14 days from the date of written presentation to the department head. The department head, will, by endorsement, cite findings and recommendations in response to the grievance.

The City Manager shall cause an investigation to be made of the complaint and shall reply in writing to the department head of action deemed appropriate. In the event of failure to resolve the cause of the dispute, the grievant may request a conference with the City Manager and department head for the joint discussion and resolution of the matter.

Section 3 Procedure - Association Petitions

The Association may file a grievance on behalf of the Association as a whole for any violation of this Agreement. The grievance shall be filed within 30 calendar days of the occurrence or within 30 calendar days of the Association knowing of the occurrence or within 30 calendar days of the Association being reasonably required to know of the occurrence. The grievance shall be presented in writing to the City Manager reciting the background, written or verbal orders, specific examples, circumstances, specific complaints and requested remedial action.

The City Manager shall cause an investigation to be made of the complaint and shall reply in writing to the Association stating the action taken. In the event of failure to resolve the cause of the dispute, the Association by a majority vote of its Board of Directors and by notifying any/all employees affected by this grievance, may then request a meeting with the City Manager. The City Manager shall hold a meeting for the discussion and attempted resolution of the matter. The meeting shall be held by the City Manager within 30 calendar days of his/her reply to the grievance.

Section 4 Procedure for Appeal

Any grievant presenting a grievance pursuant to the procedures hereinabove set forth, who is dissatisfied with the determination of the City Manager, may appeal such decision by filing a written letter of appeal with the City Council within 30 calendar days after the giving of notice by the City Manager. The City Council, upon receiving a timely appeal, shall instruct the City Manager to give the appealing party (or parties) written notice of the time and place of the hearing.

At the time of the hearing before the City Council, all interested parties shall be given reasonable opportunity to be heard upon the merits of the grievance and the positions taken with reference thereto. Upon conclusion of such hearing, the City Council shall review the testimony given and shall approve, disapprove or approve with modification, the decision rendered by the City Manager. The City Council's decision shall be final and conclusive in all cases.

The City Council may, at its sole discretion, refer the hearing to a designated advisory hearing officer to render an opinion and award, advisory to the City Council, in accordance with the procedures provided in section 7 of Article 23.

ARTICLE 25 CONTINUATION OF WAGES, HOURS AND WORKING CONDITIONS

The provisions of the Agreement shall not be revised to affect the employees covered by this Agreement adversely during the term of this Agreement.

Any policies, procedures, benefits or past practices that affect wages, hours and/or other terms and conditions of employment shall not be revised to affect the employees covered by this Agreement adversely during the term of this Agreement unless by mutual agreement of the parties. Employees shall read the Personnel Rules and Regulations of the City of Sierra Madre and sign acceptance thereof upon completion of employee orientation upon hiring.

ARTICLE 26 EMPLOYEE RIGHTS

Each individual employee shall have the following rights, which he/she may exercise in accordance with the City's Employer-Employee Relations Resolution and all applicable laws, ordinances, and the rules and regulations of this Agreement:

- The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the City, or to refuse to join or participate in the activities of any employee organization.
- The right to pay dues to such employees' organization through regular payroll deduction.
- The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of their Department Head for their membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope or representation.
- The right to represent himself/herself individually in his/her employee relationship with the City.
- The City shall maintain only one official employee personnel file and that file shall be in the custody of the Personnel Officer. That personnel file shall be the only official source or repository of documents pertaining to the employee's performance, past and present, leave requests, disciplinary records and commendations.
- The employee's personnel file shall contain all information relating to the employee from date and time of appointment. In no event shall any material be placed in the employee's official personnel file without his/her knowledge.

Whenever an employee desires to represent himself/herself in consulting with City management during his/her regular hours of work, he/she shall first request from his/her department head permission to take time to do so. Said request shall be granted unless the needs of the department are such that the employee's services cannot be spared during the particular time requested. In such case, the employee shall be permitted to reschedule his/her appointment with City management.

ARTICLE 27 ASSOCIATION RIGHTS

Section 1 Recognition

The City recognizes the right of the Association to govern its internal affairs.

Section 2 Association Dues

Upon the receipt of a written request and authorization from an employee for deduction of Association "dues," the City shall withhold such dues and deductions from the salary of the employee, and remit the withholdings to the Association in a timely manner. The City shall continue to withhold such deductions unless the employee files a written statement with the City withdrawing authorization for the continued withholding of the deductions.

Section 3 Association Bulletin Board

The Association shall have use of specific bulletin board space, clearly marked and identified as such, and said space shall be the only space which is authorized for the posting of Association business. Material placed on the bulletin board shall be at the discretion of the Association with the understanding that materials so posted shall be for legitimate communications with members. Said posting shall not be offensive to good taste, defamatory, or involve support or opposition to candidates for political office within the City government. The Personnel Officer shall have the right to remove any such materials upon prior notice to the Association representative. The Association shall be responsible for maintaining the space provided in an orderly condition and shall promptly remove outdated materials.

Section 4 Representation

The employee shall be allowed to designate a representative to assist the employee in:

- Preparing and presenting grievances.
- Preparing and processing material for disciplinary hearings.
- Preparing and presenting material for any legitimate employer-employee relations matter for which representation is granted pursuant to existing law.

Section 5 Release Time

Subject to the needs of the department and prior approval of the Personnel Officer, designated employee representatives shall be allowed reasonable release time from regularly scheduled duties to present grievances and material for disciplinary hearing on behalf of the affected employee, if said employee requests assistance, and to meet with City management representatives relative to matters of employer-employee relations.

ARTICLE 28 MANAGEMENT RIGHTS

The rights of the City include authority under state law, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and board; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel equipment or technology

used, establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City and establish and change work schedules and assignments upon reasonable notice; and determine organization structure, size and composition of the work force; take all necessary actions to carry out its mission in emergencies; and exercise complete discretion over its organization and the technology of performing its work.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement.

In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

ARTICLE 29 AGREEMENT, MODIFICATION, WAIVER

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all parties and approved by City Council.

The waiver of any breach, term or condition of this memorandum by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

ARTICLE 30 OBLIGATION TO SUPPORT

The parties agree that, subsequent to the execution of this Agreement and during the period of time said Agreement is pending before the City Council for action, neither the employee organization nor management, nor their authorized representatives, will appear before the City Council or meet individually or privately with said members of the City Council, to advocate any amendment, deletion or addition to the terms and conditions of this Agreement. It is further understood that this article shall not preclude the parties from appearing before the City Council to advocate or urge the adoption and approval of this Agreement in its entirety.

Furthermore, the parties may, by mutual agreement, appear before the City Council to request a modification to this Agreement.

ARTICLE 31 PROVISIONS OF LAW

This Agreement is subject to all future and current applicable federal or state laws and regulations.

If any part or provision of this Agreement is in conflict with such applicable provisions of federal or state laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Agreement shall not be affected, and the Employees' Association and/or the City shall have the right to meet and confer within 30 days concerning said section. This Agreement shall supersede all City rules or ordinances, which are in conflict with the Agreement.

If any City rule or ordinance is not in conflict with this Agreement, it shall supersede this Agreement.

Current Rules and Regulations of the City that do not deal with matters covered by this Agreement shall remain in full force and effect.

ARTICLE 32 RENEGOTIATION

The parties agree that negotiations for the successor Memorandum of Understanding for the fiscal year beginning July 1, 2023 shall begin by the mutual exchange of written proposals by March 2023 and shall continue until agreement is reached, or impasse is declared by either party.

This Agreement shall remain in full force and effect until either a new Memorandum of Understanding is negotiated by the City and the Association and said Memorandum of Understanding has been approved and ratified by both the Association and the City Council, or a "last, best, final offer" has been imposed by the City Council pursuant to the Personnel Rules and Regulations and Government Code Section 3505.4.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the 20th day of June 2018

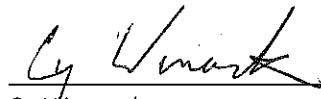
Sierra Madre Employees Association
Representatives:




Susan Clifton
Association President

City of Sierra Madre Management
Representatives:



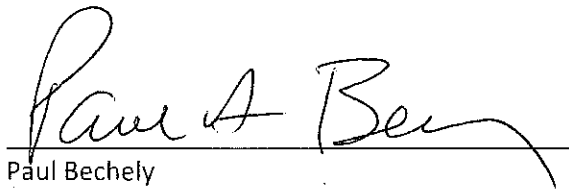
Gabriel Engeland
City Manager

Cy Womack
Association Negotiating Team Member

Miguel Cardenas
Association Negotiating Team Member

Lori Garza
Association Negotiating Team Member

Tim Hunsicker
Association Negotiating Team Member

A handwritten signature in black ink, reading "Paul A. Bechely". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Paul Bechely
LIUNA 777 Representative

RESOLUTION NO. 18-36

**ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
SIERRA MADRE AND POLICE OFFICERS ASSOCIATION**

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:

WHEREAS, the City of Sierra Madre employs full-time employees who are members of the Sierra Madre Police Association; and

WHEREAS, the City Council recognizes the Sierra Madre Police Association under Section 2.48.040 of the City of Sierra Madre Municipal Code; and

WHEREAS, the City Council negotiated a memorandum of understanding (MOU) with the Association for all covered employees.

WHEREAS, the City Council is authorizing changing the Police Association salary schedule in the Classification Plan and Salary Matrix.

WHEREAS, in the amended Classification Plan and Salary Matrix, the information contained within the plan in regards to duties, responsibilities, training and experience for all other positions remains status quo; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY
OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS FOLLOWS:**

Section 1. The City of Sierra Madre adopts the Memorandum of Understanding between the City of Sierra Madre and the Sierra Madre Police Association.

Section 2. Effective Date. This Resolution shall go into effect immediately.

PASSED, APPROVED AND ADOPTED this 26th day of June, 2018.

Denise Delmar, Mayor
City of Sierra Madre, California

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 26th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Laura Aguilar, Assistant City Clerk
City of Sierra Madre, California

CITY OF SIERRA MADRE

Memorandum of Understanding

Sierra Madre Police Association

June 26, 2018 – June 30, 2023
DRAFT

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Article 1 PREAMBLE

It is the intent and purpose of this Agreement to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding matters related to wages, hours and/or other items and conditions of employment between the employees of the Police Department represented by the Sierra Madre Police Association ("Association") and the City of Sierra Madre ("City"), in accordance with California Government Code section 3500, et seq. and Chapter 2.48 of the Sierra Madre Municipal Code.

This Agreement is to set out those items on which the City and Association have reached Agreement, so that these items will not have to be renegotiated during the term of the contract. The term of this Agreement is from June 26, 2018 to June 30, 2023, having been ratified by the Association on MONTH XX, 2018 approved and accepted by the City Council on June 26, 2018.

Either party can re-open a portion or portions of this contract, as defined below, for negotiations through a limited re-opener for the sole purpose of discussing and considering two items prior to the conclusion of this contract in the fiscal year 2020-2021. An "item" for the purpose of the said limited re-opener shall be limited to single term/condition or benefit, e.g. criminal court compensation; and shall not mean an entire article of the Memorandum of Understanding, e.g. Article 17 – Additional Compensation. A request to re-open contract negotiations for this limited purpose must be issued in writing the dates listed below by the requesting party. The written request must be submitted between the following dates:

- April 1, 2021 and May 15, 2021
- April 1, 2022 and May 16, 2022
- March 31, 2023 and May 15, 2023

Upon receipt of such timely written request, the parties agree to meet and confer in good faith; however, the Association understands and agrees that no right to any additional benefit, including but not limited to, cost of living or health and welfare benefit increase, is conferred by this Agreement or any limited re-opener negotiations.

Article 2 PERSONNEL RULES AND REGULATIONS

This document is intended to be used in conjunction with the City of Sierra Madre Personnel Rules and Regulations. The Personnel Rules and Regulations address items including, but not limited to, employee evaluations, personnel files and computer loan program. Current Rules and Regulations of the City that do not deal with matters covered by this agreement shall remain in full force and effect.

Article 3 IMPLEMENTATION

This Agreement constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Sierra Madre. It is agreed that this Agreement shall not be binding upon the parties

either in whole or in part unless and until the City Council acts, by a majority vote, formally to approve and adopt said Agreement.

Article 4 RECOGNITION

The City recognizes the Association as the Recognized Employees' Organization for all classified employees of the Sierra Madre Police Department except the Chief of Police, any Captain(s), and any Lieutenant(s), in accordance with Section 2.48.040 of the Sierra Madre Municipal Code.

Article 5 MANAGEMENT RIGHTS

The rights of the City include and are not limited to all rights provided under State law, and the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel, equipment or technology used; establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City; establish and change work schedules and assignments as necessary; and exercise complete discretion over its organization and the technology of performing its work. The City may exercise its management rights without the obligation to meet and confer on the decision to exercise such rights. However, the City shall meet and confer on the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding, the Personnel Rules and Regulations or Municipal Code. By agreeing to meet and confer as to the impact of any of the City's rights, management's discretion in the exercise of these rights shall not be diminished.

Article 6 EMPLOYEE RIGHTS

Each employee shall have the following rights which he/she may exercise in accordance with all applicable laws, ordinances, rules and regulations, and provisions of this Memorandum of Understanding:

- The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the City, and the right to refuse to join or participate in the activities of any employee organization.
- The right to pay dues to such employee organizations through the regular payroll deduction.
- The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal for membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- The right to represent himself/herself individually in his/her employee relations with the City.

- The right to review his/her personnel files by making a request in writing to the Personnel Officer or the Chief of Police.
- The right to have citizen initiated formal personnel complaints removed after five years, non-sustained non-citizen complaints removed after two years, and Employee Performance Reviews (EPR) removed with each annual evaluation.

Article 7 ASSOCIATION RIGHTS

Section 1 Recognition

The City recognizes the right of the Association to govern its internal affairs.

Section 2 Dues

Upon the receipt of a written request and authorization from an employee for deduction of Association "dues," the City shall withhold such dues and deductions from the salary of the employee on a bi-weekly payroll basis and remit the withholdings to the Association in a timely manner. The City shall continue to withhold such deductions unless the employee files a written statement with the City withdrawing authorization for the continued withholding of the deductions.

Section 3 Bulletin Board

The Association shall have sole and exclusive use of specific bulletin board space. Such space shall be clearly marked and identified as such, approximately three feet by four feet in dimension and located in the Police Department. The Chief of Police shall designate the authorized bulletin board space and said space shall be the only space which is authorized for the posting of Association business. Material placed on the bulletin board shall be at the discretion of the Association with the understanding that materials so posted shall be for legitimate communications with its members. Said posting shall not be offensive to good taste, defamatory, involve support or opposition to candidates for political office within City government, or violate City policies regarding harassment, discrimination or retaliation. The Chief of Police or his/her designee shall have the right to remove any such materials upon prior notice to the Association representative. The Association shall be responsible for maintaining the bulletin board space in an orderly condition and shall promptly remove outdated materials. No other space in the Police Station is authorized for use by the PA.

Section 4 Association Member's Representative

An employee shall be allowed to designate a representative to assist said employee in: preparing and presenting grievances, preparing and processing material for disciplinary hearing, and preparing and presenting material for any legitimate employer-employee relations which representation is granted pursuant to existing law. This representative may be a member of the association as long as the representative is not potentially involved in the matter.

Section 5 Representing the Association

Subject to the needs of the Department and the approval of the Chief of Police, a designated employee representative of the association shall be allowed: 1) reasonable release time from regularly scheduled duties to present grievances and material for disciplinary hearings on behalf of an affected employee if said employee requests said assistance, and 2) to meet with City management representative relative to matters of employer-employee relations.

Section 6 Chief Selection Process

During any selection process for hiring a Chief of Police, the PA Board will meet with the City Manager prior to the City Manager's interview with prospective candidate(s) to give input regarding what the PA would like to see in a new Chief.

Article 8 PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1 CalPERS Membership

Consistent with the Government Code, employees who are local safety or miscellaneous members of the California Public Employees Retirement System are entitled to the benefits as indicated in the most recent amendment to the contract between the Board of Administration of CalPERS and the City Council.

This memorandum of understanding provides for military buy-back and/or sick leave conversion options: Employees who have been temporarily relieved from their assignment to serve in the U.S. military may elect to buy back, at a 1:1 ratio, their military service time in exchange for PERS service credit. The cost of such a transaction shall be borne entirely by the employee. PERS members may purchase up to four years of service credit for any continuous active military or merchant marine service. The member must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to that period of service. Should changes in state law disallow military buy-back and/or sick leave conversion options, such benefits will cease to be offered.

Section 2 Employee Contribution for CalPERS Retirement

Classic CalPERS members are responsible for paying the full employee contribution portion for CalPERS retirement, which is 9% for safety employees and 8% for miscellaneous employees. New CalPERS members are responsible for paying at least 50% of "normal cost" as determined by CalPERS.

Section 3 Salary Subject to PERS

The City will include the EPMC as "salary subject to PERS" through June 30, 2016. The City will follow "CalPERS Public Agency & Schools Procedures Manual" as it pertains to "reportable and unreportable wages". Total hours reported will not exceed 160 in a 28 day FLSA work period.

Section 4 City Payment of Employer Contribution for CalPERS Retirement

The City shall pay the employer share of the CalPERS retirement contribution as actuarially

determined by CalPERS for each fiscal year covered by this Memorandum of Understanding. For classic CalPERS members, the retirement benefit is the 3% at 55 for safety employees; 2.5% at 55 for miscellaneous employees. For new CalPERS members, the retirement benefit is 2.7% at 57 for safety employees and 2% @ 62 for miscellaneous employees.

Article 9 INSURANCE

Section 1 Employee Insurance

The City shall maintain the following overall level of insurance benefits for each employee covered by this Memorandum of Understanding. The specific coverage is subject to the provisions of the individual insurance company's master contract(s) as issued to the City of Sierra Madre for each type of insurance.

Insurance Benefits offered by the City include:

- Health Insurance
- Dental Insurance
- Life and Accidental Death Insurance (for the employee only)
- Vision Insurance

The City has participated in the CalPERS medical program since 1999 to provide health coverage for association members. Pursuant to Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA), for the calendar year beginning January 2016, the City will contribute \$125 for each association member towards the PERS Health Care Plan. Beginning January 1, 2019, the City will contribute \$136 for each association member towards the PERS Health Care Plan. This amount is adjusted annually.

The City will contribute an amount over its contribution under PEMHCA (which is \$125 per month for the calendar year beginning January 2016). The total contribution, including the City's contribution under PEMHCA, shall be up to \$650 per month for health, dental and vision insurance coverage, plus 25% of premiums in excess of \$650 per month, through an IRS Section 125 Flexible Benefit Plan (FBP) administered by either the City or its designee. In addition, the City provides a Flexible Spending Plan to allow employees to contribute to their health, dental and vision insurance coverage on a pre-tax basis.

The specific benefits are subject to change by the insurance carrier. The exact provisions governing each benefit program are contained in the Master Contract issued by the insurance carrier to the City of Sierra Madre. Refer to the certificate of coverage for a complete description of benefits and coverage. The City reserves the right to select any insurance carrier or other method of providing coverage to fund the benefits of the employees under the terms of this Agreement, provided that the benefits to employees shall be not less than those in existence as of implementation of this Agreement. All insurance benefits offered by the City are subject to

COBRA upon an employee's resignation, retirement or other COBRA defined event.

Section 2 Medical Stipend

An employees who elects not to purchase medical, dental, and vision insurance through the City's plan and provides proof of coverage by another group insurance plan, will receive a medical stipend of \$325 per month. The medical stipend will not be provided for and shall not be used for the purpose of purchasing either an individual health plan or insurance on the exchange.

Section 3 Retiree Medical Insurance

The City has participated in the CalPERS medical program since 1999 for association members. As such, the City is obligated to contribute toward the cost of retiree medical coverage for the retiree's and spouse's lifetime so long as they remain eligible for and covered by this medical program. The City provides additional benefits based this Memorandum of Understanding beyond those required under PEMHCA. The following is a summary of these benefits:

All association members who retire from the City (including disability retirement) and continue coverage in the CalPERS medical program are eligible for the benefit provided in the PEMHCA resolutions. Those resolutions provide for the City to contribute toward retiree premiums at an unequal amount to the active employees, for 2016 this amount is \$106.25.

In addition to the benefits described above, the City also provides the following monthly subsidy, toward retiree (single coverage) medical premiums until the retiree reaches age 65:

For employees hired after December 21, 2011, upon retirement from the City and with an application approved by PERS for retirement benefits, an employee will be extended "employee only" health insurance coverage for the lowest cost plan available from the City at the time of retirement until age 65. An employee must be a minimum of age 60 on the effective date of retirement and have worked 30 years of full-time service with the City to be eligible for this coverage.

For employees hired prior December 21, 2011, upon retirement from the City and with an application approved by PERS for retirement benefits, employee only health insurance coverage will be extended for the lowest cost plan available through the PERS Health Program upon retirement to age 65, based on the vesting level the employee has reached. All other insurance coverage (vision, dental, life) terminate upon retirement and are subject to COBRA. Partial vesting shall be accrued at 5% per full year of service. Employees are subject to the CalPERS vesting schedule described in the table below, which establishes specific percentages of employer contributions based on an employee's credited years of service.

Credited Years of Service	Percentages of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

Article 10. EDUCATIONAL PROGRAM / TUITION REIMBURSEMENT PROGRAM

The Tuition Reimbursement Program is intended to encourage permanent and full-time employees in good standing to enroll in college level undergraduate, graduate, and post-graduate courses and/or study majors that bear a reasonable and rational relationship to the job classification held by the employee at the time of such enrollment. Subject to the approval of the Personnel Officer, this program may be utilized to earn certifications related to an employee's current position.

Section 1. Eligibility

Permanent and full-time employees shall be considered eligible to participate in this program after completing 18 months of satisfactory City service.

Additional requirements for participation in the Tuition Reimbursement Program are as follows:

- No employee shall receive greater than \$10,000 of tuition reimbursement during his/her cumulative term of employment with the City.
- Tuition shall be reimbursed in an amount not to exceed the per unit tuition charged by the California State University system for classes comparable in content to that in which the employee has enrolled or intends to enroll. If the California State University system does not offer a comparable class, then the Personnel Officer shall make the final determination as to whether reimbursement shall be provided. In no case shall reimbursement exceed the per unit California State University system tuition fee.
- The precise amount of tuition reimbursement shall be based upon all criteria stated herein, including the grade received by the employee in the class(es) for which reimbursement is sought. If an employee receives a grade of "B" or higher (or its numerical equivalent), then the employee shall be eligible for 100% tuition reimbursement as described above. If the employee receives a grade of "C" (or its numerical equivalent), then the employee shall be eligible for 50%

tuition reimbursement as described herein. Courses in which the employee/student receives a grade lower than a "C" (or its numerical equivalent) will not be reimbursed.

- Tuition reimbursement shall not be advanced and is contingent upon the employee's submission to the Personnel Officer of official college transcripts or comparable documentation indicative of the employee's grade(s).
- An employee seeking tuition reimbursement for eligible class(es) shall submit the official transcript documentation to the Personnel Officer in conjunction with a City provided form for said use. The Personnel Officer shall conduct any necessary investigation to verify the employee's eligibility for the tuition reimbursement. The decision of the Personnel Officer shall be final and binding and shall not be subject to administrative or judicial appeal.

Section 2. Impact of Resignation upon Restitution to the City of Funds Distributed
Pursuant to the Tuition Reimbursement Program

In the event that an employee's resignation from City service is tendered one year or less from the date that tuition reimbursement is approved by the City Manager, then the employee agrees by participation in the tuition reimbursement program to fully reimburse the City for said amount no later than 90 calendar days after the effective date of the employee's resignation or termination. Upon the employee's request, this amount can be deducted from the employee's final paycheck. If the City commences litigation to recover said monies, then the employee agrees that any judgment for the amount to be reimbursed shall also include attorney's fees and costs expended by the City in said litigation.

Article 11 UNIFORMS AND SAFETY EQUIPMENT

Section 1 Uniform Stipend

Each employee is responsible for purchasing his or her own uniforms. Each employee will receive a uniform stipend of \$66.67 on the 28th day of the work period.

Section 2 New Hires

At the time of hire, new employees on the department will receive:

- 1 Long Sleeve Shirt
- 2 Short Sleeve Shirts
- 2 Pair of Trousers
- 1 Uniform Basket weave belt
- 1 Name Tag
- 1 Field Jacket

Shoes shall be purchased at the employees' expense.

New employees will not receive a uniform stipend until after he/she has completed probation.

Section 3 Safety Equipment

The City will provide job related safety equipment which may include: protective vest, duty belts, weapon, handcuffs, pepper spray, and baton.

Article 12 PROBATIONARY PERIOD

The probationary test period for all personnel hired in an entry level position shall be 18 months. Additionally, the probationary test period for promotional positions shall be 12 months. Further, the probationary test period for all lateral entry sworn personnel in any classification shall be 12 months.

In all instances, the probationary test period shall commence upon the employee being classified in the position to which the test period applies. Additionally, the probationary test period shall automatically be extended by a number of days equivalent to the number of workdays that the employee did not perform services during the test period. The extension applies regardless of the cause for the employee being unable to perform services. The probationary period may be extended by up to six months for any reason at the discretion of the Chief of Police. The exercise of such discretion is not subject to administrative or judicial appeal. Although the probationary period may be extended, the employee's anniversary date will remain the same.

Article 13 SENIORITY

Seniority list placement for Police Officers shall be based on the date they were first placed on the payroll of the Police Department as full-time sworn Officers. When two or more employees are assigned to the payroll on the same date, preference in placement on the list shall be given based on the relative standing on the Police Officer eligibility list.

Seniority list placement for Police Sergeants shall be based on the date of promotion. Where two or more employees are promoted to the same rank on the same date, placement on the list shall be based on relative standing on the respective eligibility lists. Sergeants shall be deemed to have greater seniority than officers in lower rank positions irrespective of length of service at the City.

The Police Administration shall maintain a seniority list and such list shall control for the purposes of this Article.

Article 14 SHIFTS

The Police Department's normally assigned shifts for uniform patrol and desk duty begin at 0600 hours and at 1800 hours daily.

Police Sergeants shall work three 12.50 hour shifts per workweek, plus one 10 hour payback shift during each 28 day work period cycle. If a Sergeant is held over scheduled time, he/she will continue to work at straight time until he/she reaches 171 hours in a 28 day work period cycle.

Patrol Officers shall work three 12 hour shifts in the first week of the work period; four 12 hour shifts in the second week of the work period; three 12 hour shifts in the third week of the work

period; and four 12 hour shifts in the fourth week of the work period for a total of 168 scheduled hours during each 28 day work period cycle. The scheduled time the officer has worked from 160 hours up to 168 hours in a 28 day work period shall be paid at the employee's base rate multiplied by one and one-half; and if an officer is held over scheduled time, he/she will continue to work at the employee's base rate multiplied by one and one-half until he/she reaches 171 hours in a 28 day work period cycle.

Employees assigned to the Dispatch, Traffic, Detective Bureau, and Administration shall work 40 hours per a week as assigned.

Personnel reporting after the designated time or leaving prior to the designated end of shift without authorization shall be considered tardy and absent without leave. Reasonable efforts shall be made to have on-duty personnel relieved on time without inconvenience or delay in service to the community.

Section 1 Shift Assignments

A shift shall be defined as the working hours during a day shift assignment, an overlap assignment or a night shift assignment. No employee shall be authorized to remain on the same shift for a period exceeding one year, with the following exceptions.

- Administration or Administrative Assistants
- Employees assigned to a Specialized Assignment
- Approval by the Chief of Police

Employees who move to a new shift will normally stay on that shift for a minimum of six months, but no longer than twelve months.

Section 2 Exchange of Days Off

An exchange of days off shall be defined as a "day trade." Requests for a day trade shall be made on a Department approved "day trade form" and shall be submitted at least 10 calendar days in advance of the day trade, unless otherwise agreed to by the Chief of Police or designee. Day trades must be done within the 28 day work period in which the requesting employee needs the day off. All non-overtime hours worked during exchanged days off shall be paid at the employee's base rate.

Section 3 Work Day

A work day shall include "roll call," two 15 minute rest periods and one 30 minute meal break; all on a paid status, but subject to recall.

Section 4 Work Period

For sworn officers, a work period shall constitute 28 calendar days per the 7(k) exemption of the Fair Labor Standards Act. For non-sworn employees the work period shall constitute seven calendar days.

Section 5 Pay Period

A pay period shall constitute 14 calendar days. There is no minimum hours for each pay period; the City will report 160 hours of base pay worked to CalPERS each 28-day period unless the employee was absent without pay at any time during the work period.

Article 15 SALARY ADJUSTMENTS

Upon ratification of this agreement, Police Association members will receive a 1.9% cost of living salary increase effective retroactive to June 24, 2018.

Effective June 23, 2019, association members will receive a cost of living salary increase as calculated by the BLS for C-CPI, looking back to April 2018. The COLA will be no less than 0.5% and no more than 3.0%.

Article 16 OVERTIME

Overtime shall be paid in accordance with the Federal Fair Labor Standards Act ("Act") and specifically in accordance with the partial overtime exemption of Section 7(k) of the Act. In determining an employee's eligibility for overtime compensation in a work period, paid leaves of absence and unpaid leaves of absence shall be excluded from the total hours worked. Paid leaves of absence include, but are not limited to the following:

- Vacation Leave
- Holiday Leave
- Sick Leave
- Administrative Leave
- Compensatory Leave
- Worker's Compensation Leave
- 4850 Time
- Jury Duty
- Bereavement Leave
- Military Leave

Section 1 Sworn Officers

Overtime will be paid at a rate of one and one half after an employee has worked 171 hours in a 28 day work period. In addition to the minimum overtime requirements of the Act and other applicable laws, all unscheduled overtime shall be paid at the employee's base rate multiplied by one and one-half when a shift is assigned and worked without 48-hours' notice.

Section 2 Non-sworn Employees

Overtime will be paid at a rate of one and one half after an employee has worked 40 hours in a seven day work period. In addition to the minimum overtime requirements of the Act and other applicable laws, all unscheduled overtime shall be paid at the employee's base rate multiplied by one and one-half when a shift is assigned and worked without 48-hours' notice.

Section 3 Compensatory Time

Any employee working overtime may designate either payment or "credit" to the employee's Compensatory Time Account. The "Compensatory Time Account" for any employee shall be limited to 200 hours. An employee shall notify the Department at least seven calendar days prior to taking time off credited to "Comp Time," except that pursuant to current practice, when a position is already staffed and does not require coverage by another employee working overtime, the seven calendar days' notice shall not apply.

City-wide emergencies, special events, movie details, bicycle patrol and special details are cash payment only assignments and are not eligible for compensation time account credits.

Article 17 **ADDITIONAL COMPENSATION**

Section 1 Signing Bonus / Finder's Fee

In order to improve the City's ability to recruit sworn officers, a \$5,000 signing bonus and a \$1,000 finder fee has been implemented. One half of the \$5,000 signing bonus will be paid to a new sworn officer on her/her first day of work and the other half will be paid to them when the successfully complete probation. If a sworn officer leaves prior to serving the City for three years, the second half of the signing bonus will be returned to the City. Further, \$1,000 would be available to any city employee who is identified on the employment application as referring the newly hired police officer to the City. One half of the \$1,000 finder's fee will be paid to the individual on the day the new police officer is hired and the other half will be paid to them when the officer successfully completes probation. If two or more employees are identified as referring a new police officer, the stipend will be split accordingly.

Section 2 Special Security Detail

Employees covered under this Memorandum of Understanding electing to serve special security detail for movies and other special security detail for non-City events must be trained in traffic control regulations. Compensation will be at time and a half the employee's base pay. This time is not counted as "time worked" towards an employee's FLSA overtime. Payment for special security details are not eligible for Compensatory Time "credit" and must be taken as a cash payment.

This provision shall not apply towards any special security detail performed as a part of a City sponsored event. Current City events are subject to change, but currently include the Mount Wilson Trail Race, Halloween, and 4th of July. Whether an event is City or non-City sponsored will be designated on the schedule. Special security detail performed as part of a City event will be counted towards an employee's FLSA overtime and overtime will be compensated after an employee has worked 171 hours in the work period.

Eligibility and assignment for special security detail shall be determined by the Chief of Police or

designee.

Section 3 On-Call / Standby Compensation

Pursuant to operational needs, any employee who is on "stand-by" shall receive \$50 for each 24 hour period. Standby duty requires that the employee:

- Be ready to respond immediately to calls for service;
- Be reachable by telephone, pager, or police radio;
- Be enroute to work as soon as possible, but no longer than 30 minutes after receiving call;
- Refrain from intoxicants or other activities which might impair the ability of the officer to perform the assigned duties.

An employee trained in other operational duties may be placed on "stand by" for another capacity other than his/her regular duties.

Failure to be reachable by telephone, pager, and/or police radio and/or to report for duty when on call will result in forfeiture of the \$50 stipend.

Section 4 Criminal Court Compensation

The minimum pay for DMV, traffic related and criminal court appearances shall be two hours at time and a half of the employee's base pay. If said employee's court appearance is for more than two hours, said employee shall be paid for all hours in conjunction with said court appearance at time and a half of the employee's base pay.

Employees will be paid beginning with the time to appear listed on the subpoena. Employees shall have the court clerk time stamp the subpoena upon completion of the court appearance, signifying the end of the employee's court time. Additional preparation time must be pre-approved by the Chief or his/her designee.

The watch commander is required to contact the handling attorney 24 hours or the business day prior to the date of the scheduled court appearance to verify the necessity to appear. Said employee, if excused from appearance, must be notified by the end of the business day prior to the court appearance, otherwise the employee is entitled to the minimum court appearance pay. Court standby will continue to be two hours for each session (morning and afternoon). It is the responsibility of the officer to determine if afternoon on-call is required.

Each employee shall be entitled to a maximum of two hours of base pay at time and a half for "on-call" status per each day regardless of the number of subpoenas.

Graveyard shift: Where an employee has completed working a graveyard shift that immediately precedes a DMV, traffic related and criminal court appearance on that same day; or where an employee has attended a DMV, traffic related and criminal court appearance and works a graveyard shift later that same day, the minimum pay shall be four hours at time and half of the employee's base pay. If said employee's court appearance is for more than four hours, said employee shall be paid for all hours in conjunction with said court appearance at time and a half

of the employee's base pay. A graveyard shift for the purpose of this Article is a shift that begins at 1800 hours and ends at 0630 hours.

Section 5 Administrative and Job Related Civil Appearance

Employees who are required to participate in administrative and job related civil appearances will be paid straight time for time served. Time will be counted towards FLSA overtime.

Section 6 Training Compensation and Reimbursement

When City employees must travel for training during the day, a City vehicle, if available, should be used. If a City vehicle is not available, the City will reimburse the employee for business use of a personal vehicle at the IRS established rate (revised periodically) in effect on the day of travel. This reimbursement is calculated from the Police Station to the training location and subject to the Vehicle Usage Policy. No meal reimbursement will be provided for day travel should an employee travel outside the City during a regularly scheduled meal break. If any employee is scheduled for less than eight hours on a scheduled work day, the employee must report back to work upon completion of the training. Any training scheduled for eight or more hours on an employee's regularly scheduled work day will be considered the employee's regular work day.

Overnight travel must comply with the policies outlined in the Personnel Rules and Regulations.

Section 7 Training Officer

Employees who engage in training a probationary employee will receive a \$275 stipend on the 28th day of the work period provided they are actively training such new employee during that work period, and provided the employee has trained the probationary employee for a minimum of 36 hours during the work period. A "Request for Training Compensation" form must be completed each period to receive compensation. This special assignment is subject to testing per the Personnel Rules and Regulations.

Section 8 Detective and Traffic Bureau

A sworn officer assigned to either the Detective or Traffic Bureau will receive a \$275 stipend on the 28th day of the work period. The stipend may be prorated depending on number of day assigned to the bureau. This special assignment is subject to testing per the Personnel Rules and Regulations and holds a term of two years with up to two six month extensions at the discretion of the Chief of Police.

Section 9 Longevity Pay

Effective July 1, 2019 Longevity Pay recognizes City service, and shall be exclusive of all other premiums and other pays, and shall be established for all full-time employees represented by the MOU. A one-time “Longevity-Pay bonus” will be paid at the employee’s current annual rate of pay at the time of eligibility. The effective date of Longevity Pay shall be the beginning of the pay period following the employee’s qualifying anniversary date of eligibility. An employee is eligible to receive Longevity Pay at such time when the employee begins each year of service as follows:

Eligible Years of Service	Longevity Pay
10	2.5%
15	2.5%
20	2.5%
25	2.5%
30	2.5%
35	2.5%
40	2.5%

This Longevity Pay will not be reported as compensation earnable under 2 C.C.R. § 571.

Section 10 Foreign Language Bonus

For members covered under this agreement who work at a front counter that are proficient to assist customers in an alternate language may be eligible for a one-time Foreign Language Bonus of \$750. The bonus will be paid on a single date, and is not annual or recurring. In order to earn the bonus, the member must pass a test, agreed upon between the Association and the City Manager, for reading and writing in the foreign language.

Section 11 POST Pay

POST Pay will be paid on the 28th day of the work period.

- Intermediate POST Certificate: Any officer who has an Intermediate POST Certificate shall receive an additional 5% pay over said officer’s base salary.
- Advanced POST Certificate: Any officer who has an Advanced POST Certificate shall receive an additional 10% pay over said officer’s base salary. This may not be combined with any other POST Pay.
- Supervisory POST Certificate: Any sergeant who has a Supervisory POST Certificate shall

receive an additional 15% pay over said sergeant's base salary. This may not be combined with any other POST Pay.

Section 12 Education Incentive Pay

Certain sworn police personnel covered by this agreement may be eligible for Education Incentive Pay. Sworn police personnel who do not possess an Intermediate, Advanced or Supervisory POST Certificate but possess the following are eligible to receive an additional 5% pay over said officer's base salary as Education Incentive Pay:

- Bachelor of Arts or Bachelor of Science degree from an institution accredited by the California Department of Education.
- 60 or more college units from an institution which is accredited by the California Department of Education and towards a Bachelor's degree.

In order to qualify for Education Incentive Pay, sworn police personnel must provide to the Police Chief a copy of their transcript, which shows attainment of the qualifying education, and receive approval from the Police Chief. The copy of the transcript shall be placed in the employees personnel file.

Education Incentive Pay may not be combined with any POST Pay. Thus, an employee who receives Education Incentive Pay is not eligible to receive POST Pay.

Article 18 SICK LEAVE

Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, illness or injury of a member of the employee's immediate family requiring the employee's attendance and medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the work day.

An employee's immediate family shall consist of the employee's spouse or domestic partner, children, step-children, the employee's, the spouse's or the domestic partner's mother, father, brother, sister, grandchildren or grandparents or other members of the employee's family residing in the employee's home or other member of the employee's family primarily dependent upon the employee.

Section 1. Sick Leave Use

An employee may be granted sick leave only in case of actual sickness as defined above or as otherwise required by law. In the event that an employee or a member of the employee's immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one hour after the time established at the beginning of the employee's workday, unless the City determines that the employee's duties require more restrictive reporting. Additionally, each department may have its own guidelines for reporting in sick. Failure to provide notice without good cause shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one day the employee shall keep their immediate supervisor informed as to the date the employee expects to return to work.

Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposefully self-inflicted or caused by willful misconduct.

Sick leave shall not be granted to any employee absent from duty after separation from City service or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.

Sick leave shall not be granted to any employee to permit the extension of the employee's vacation.

The City may require a physician's certification at any time as to the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work.

Employees will not be permitted to use vacation or other leave in lieu of sick leave unless approved by the Personnel Officer.

Section 2. Sick Leave Accrual

Employees shall accrue 3.69 hours of sick leave per pay period for a total of 96 hours per year. Accrual shall occur on a daily basis. No accrual shall take place for any day in which the employee has performed less than a full day of service.

Sick leave may be accrued to a maximum of 2,000 hours except as provided below.

Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave during such leave as provided therein.

Sick leave shall not be accrued by an employee absent from duty after separation from City service or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

Article 19 VACATION LEAVE

Full-time employees are entitled to annual vacation leave with pay. Vacation leave shall be earned from the first day of probationary employment and may be used only as it is earned. Requests for vacation leave exceeding the amount of leave will require the prior approval of the Personnel Officer.

Section 1 Vacation Accrual

Every full-time probationary and regular employee shall accrue paid vacation leave per payroll period and annually as follows:

<u>Years</u>	<u>Length of Service</u>	<u>Per Payroll</u>	<u>Annually</u>
1 – 4	0 - 48 months	3.385 hours	88.010 hours
5	49 – 60 months	3.693 hours	96.018 hours
6	61 - 72 months	4.000 hours	104.000 hours
7	73 - 84 months	4.308 hours	112.008 hours
8	85 - 96 months	4.616 hours	120.016 hours
9	97 - 108 months	4.923 hours	127.998 hours
10	109 - 120 months	5.231 hours	136.006 hours
11	121 - 132 months	5.539 hours	144.014 hours
12	133 - 144 months	5.847 hours	152.022 hours
13	145 - 156 months	6.154 hours	160.004 hours
14	157 - 168 months	6.462 hours	168.012 hours
15	169 – 180 months	6.770 hours	176.02 hours
16	181 – 192 months	7.077 hours	184.002 hours
17	193 – 204 months	7.385 hours	192.010 hours
18	205+ months	7.693 hours	200.018 hours

Vacation shall accrue bi-weekly on a pro rata basis and increases shall occur at the beginning of the month. For purposes of this section, continuous service shall include time in which an employee is on an authorized leave of absence with pay.

Section 2 Accumulated Vacation

Employees may accumulate up to a total of 135 hours vacation time, not including the current year's allocation, of any given year. For example, if an employee's annual accrual is 104 hours annually, the employee may accumulate 104 hours + 135 hours, up to 239 hours. This employee will cease to accumulate any vacation leave over 239 hours.

After 80 hours of Vacation Leave have been taken in a 12 month period, the employee may request payment in cash at the employee's regular hourly rate, as long as 40 hours of vacation leave remains on the books.

Article 20 HOLIDAY LEAVE

On July 1 of each year, each Association Member will be granted 104 hours of Holiday Leave. For employees who are hired by the City and/or leave the City and only work a portion of the fiscal year, employees will be granted prorated hours of Holiday Leave. A *Request for Leave of Absence* form shall be submitted fifteen working days prior to any use of holiday leave, unless otherwise authorized by the Chief of Police or his/her representative. The balance of any Holiday Leave will be automatically cashed out at the employee's regular hourly rate when the employee leaves the City or on June 30th on the regular paycheck for that pay period (generally the first paycheck in July). This leave may not be cashed out at any other time during the fiscal year.

Article 21 JURY LEAVE AND COURT APPEARANCES

Every employee who is called or required to serve as a juror shall be entitled to be absent from his or her duties during the period of such service. Unless otherwise stated in an applicable MOU, there is no limit to the amount of time employees may serve on jury duty. The City will continue to pay an employee his/her regular salary so long as proof of service is submitted within five calendar days. Employees are entitled to retain any mileage reimbursement received in connection with jury service. If any employee is released from jury service prior to the end of his/her normal workday / scheduled shift, the employee must report to work unless otherwise authorized by his/her supervisor.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which arose in the course and scope of his or her City employment shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his or her official capacity as a City employee shall be permitted time off without pay or, if the employee chooses, to use accrued non-sick leaves for this purpose.

Article 22 LIGHT DUTY

At the discretion of the Department, a limited number of temporary light duty positions may be identified. The Department may assign employees injured on duty to light duty positions. The Department has the discretion to consider approving requests that involve off-duty injuries for light duty positions; however, on-duty or industrial injuries will take precedence.

Light duty assignments will be limited to 90 calendar days. The Personnel Officer may approve a one-time extension of that time frame where circumstances warrant. If an extension is granted, it does not create a permanent light duty position, but is intended solely to reasonably accommodate an employee on a temporary basis.

If the Chief of Police determines that the department is unable to accommodate the restrictions, the employee will be subject to the City's Transitional Return to Work Policy.

Article 23 OUTSIDE EMPLOYMENT

No full-time employee shall engage in any outside employment without first obtaining

permission of the Chief of Police prior to the commencement of employment. Once permission is granted, the employee must provide the City with written notification of a change in job responsibilities or classification, and if the employee discontinues his/her employment with the outside agency. The request for outside employment must be done in writing and it must be completed for any outside employment regardless of length or classification of employment. The Chief of Police may deny permission to an employee to engage in any outside employment which is incompatible with City employment as described in Government Code section 1126 or if the Chief determines that the outside employment would render the employee incapable of, or less effective in performing his/her duties as an employee of the City.

Article 24 DISCIPLINE

Section 1 Disciplinary Action

Disciplinary action may be imposed upon any employee for any of the causes set forth in this Article. For the purposes of this Article, "disciplinary action" (hereafter "action") shall mean suspension without pay, reduction in class or position, or any combination thereof, or dismissal.

Section 2 Cause for Disciplinary Action

Any of the following shall be cause for the imposition of disciplinary action:

- Violations of any provision of this memorandum of understanding;
- Violations of any provision of the SMPD Policies & Procedures Manual;
- Violations of any provision of the Personnel Rules and Regulations;
- Incompleteness or inefficiency in the performance of the employee's duties;
- Insubordinate conduct directed at a supervisor or Department Head;
- Violation of any official regulation or order;
- Final conviction including a plea of guilty or *nolo contendere* of any criminal offense involving moral turpitude;
- Negligent or willful conduct by any employee which results in, or causes damage to public property or waste of public supplies;
- Absence without authorized leave;
- Excessive absence without good cause; and
- Other good and sufficient cause.

Section 3 Imposition of Disciplinary Action

Disciplinary action may be imposed upon an employee as follows:

The Chief of Police shall serve a notice of intended disciplinary action upon the employee stating the disciplinary action that is being proposed, the charges upon which the proposed disciplinary action is based, and a general description of the facts and/or circumstances supporting the charges. The notice shall inform the employee that he or she may respond to the notice in writing and/or in person. Any written response must be submitted to the City Manager within 15 calendar days of receipt of the notice. If the employee wishes to respond to the notice in person, he/she must submit a written request for a meeting with the City Manager. The request must be submitted to the City Manager within 15 calendar days of receipt of the notice.

If a timely request is made by the employee, the City Manager shall conduct an informal meeting with the employee to permit the employee to respond to the notice. The employee is entitled to be represented at the meeting by an attorney or association representative. The meeting shall be conducted at a time and in the manner determined by the City Manager. The City Manager shall have the authority to impose, reject, or modify the proposed disciplinary action. If a timely request for a meeting is not made by the employee, the City Manager may immediately impose the proposed disciplinary action.

The City Manager shall give the employee written notice of his/her decision which shall, in the absence of an appeal, be considered final and conclusive. At this time the disciplinary action shall be imposed.

Section 4 Appeals

A permanent employee, against whom disciplinary action has been taken, may appeal to the City Council within 15 calendar days after receiving a copy of the City Manager's decision and by filing a written answer to such decision with the City Manager. Appeal can be made on the following grounds:

- That the procedures set forth herein have not been followed.
- That the action taken was not in accord with the facts.

Upon receipt of a timely appeal, the City Manager shall advise the City Council thereof and shall forward a copy of the statement of charges, the City Manager's notice of decision and the employee's answer to such decision. The City Council shall give the appealing party written notice of the time and place of the hearing to be held before the City Council upon such appeal. The hearing shall be limited to items which are disputed by the employee and contained within employee's written answer to the City Manager's decision. All items not disputed by the employee shall be deemed admitted by the employee for the purposes of the hearing.

Section 5 Hearing Procedure

Hearings shall be conducted in the manner most conducive to determination of the truth, and the City Council shall not be bound by technical rules of evidence. Decisions made by the City Council shall not be invalidated by any informality of the proceedings.

The formal rules of evidence shall not apply. All hearings shall be conducted in an orderly and expeditious manner with a view to the presentation of all material facts so that a fair and impartial decision may be made. The City Council shall have full authority at all times to maintain orderly procedure and to restrict the hearing to facts and witnesses that are relevant to the appeal, and that are not unduly time consuming, cumulative, prejudicial, confusing or misleading.

Each side will be permitted an opening statement (City Manager or designee first) and closing arguments (City Manager or designee first, employee second, followed by rebuttal by City Manager or designee). The City Manager or designee shall first present the witnesses and evidence to sustain the charges. Then, the employee shall present his/her witnesses and

evidence in defense. Each side will be allowed to examine and cross-examine witnesses. The hearing shall be recorded by a certified shorthand reporter.

The City Council shall have the authority to issue subpoenas to compel the attendance of witnesses. If any person in proceedings before the City Council disobeys or resists any lawful order or fails to respond to a lawfully issued subpoena, refuses to take the oath or affirmation as a witness, or thereafter refuses to be examined, or is guilty of misconduct during the hearing or so near the hearing location as to obstruct the proceeding, the City Council may, pursuant to the authority of Government Code sections 11455.10 et seq., certify the facts to the Superior Court and request the Court to issue an order directing the person to appear before the Court to show cause why he or she should not be punished for contempt.

Each party may be represented by an attorney. Each party shall bear its own costs, including attorney fees, in connection with the proceeding.

In his/her discretion, the City Council may designate a neutral hearing officer to conduct the hearing. The hearing officer will be selected through from strike list in conjunction with the employee. The hearing officer shall have the same powers as the City Council in conducting the hearing on behalf of the City Council. The hearing officer shall render a recommended decision to the City Council who shall set forth proposed findings of fact and conclusions of law in support of the recommended decision. The City Council may adopt, modify, or reject the recommended decision. The City and the employee shall equally split the costs of the neutral hearing officer.

The final decision by the City Council shall be subject to judicial review under Code of Civil Procedure section 1094.5 within the time limits described in Code of Civil Procedure section 1094.6.

Article 25 ADMINISTRATIVE APPEAL PROCEDURE

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal process established in Article 11.

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal hearing pursuant to the City's Municipal Code or existing personnel rules. It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing under Article 11.

Section 1 Right to Administrative Appeal

Any public safety officer (as defined by Government Code § 3301), who is subjected to punitive action (as defined by Government Code § 3303) other than dismissal, demotion, or suspension without pay is entitled to an administrative appeal pursuant to this procedure. An officer shall not be entitled to appeal an action prior to its imposition.

An officer who appeals a punitive action under this procedure shall bear his/her own costs in

association with the appeal hearing, including but not limited to any and all attorney fees.

Section 2 Notice of Appeal

Within five calendar days of receipt by an officer of notification of punitive action, the officer shall notify the Chief of Police in writing of the officer's intent to appeal the punitive action.

The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

Section 3 Hearing Officer

The City Manager shall serve as the hearing officer. Alternatively, the City Manager may designate a hearing officer of his or her choosing at his or her sole discretion who will issue an advisory opinion to the City Manager. The City Manager may adopt, modify, or reject the hearing officer's advisory decision and the City Manager's decision shall be final and binding.

Section 4 Burden of Proof/Persuasion

Unless the action being appealed involves allegations of misconduct (i.e., allegations that the officer has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules) the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. The Department's burden shall be satisfied if the Department establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.

If the punitive action involves charges of misconduct, (i.e., allegations that the officer has violated one or more laws, regulations, procedures, or rules), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

Section 5 Conduct of Hearing

The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

The parties may present opening statements.

The parties may present evidence through documents and direct testimony.

The parties shall not be entitled to confront and cross-examine witnesses.

Following the presentation of evidence, if any, the parties may present closing arguments.

Section 6 Recording of the Hearing

The hearing shall be audio recorded. A stenographer may be used in lieu of an audio recording at the discretion of the hearing officer.

Section 7 Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the officer.

The Department shall also be entitled to representation at all stages of the proceedings.

Section 8 Decision

The City Manager shall serve the parties with written notice of his/her decision within 30 calendar days of submission of the case by the parties for decision (or receipt of the recommended decision by the hearing officer).

The decision shall be served by first class mail upon the officer or the officer's attorney or representative. The decision shall be final upon mailing of the decision.

If judicial relief is available pursuant to Code of Civil Procedure Section 1094.5, then a petition must be filed within 90 days as specified in Code of Civil Procedure Section 1094.6.

Article 26 GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this Article is to provide employees a grievance procedure within the scope and framework of the City's personnel system. For the purpose of this Article, the word "grievance" shall mean and include any complaint arising out of alleged violations of written rules and regulations, policies, administrative procedures, or this memorandum of understanding, except that the same shall not include any disciplinary action or proceedings.

Section 2 Individual Petition Procedure

An employee or group of employees having a complaint or grievance (hereinafter "Grievant") shall present their grievance in a written statement to the immediate supervisor for resolution within 10 calendar days of the alleged violation being grieved. The immediate supervisor shall have 10 calendar days to respond to the grievance in writing. If the grievance cannot be resolved with the immediate supervisor, the grievant may present his/her written grievance up the Chain of Command, with the grievance going to the Chief of Police last. Each supervisor will have 10 days to review of the decision by previous supervisor. The Chief of Police shall have 14 calendar days to respond in writing to the grievance.

If the grievance cannot be resolved by the Chief of Police, then the grievant may submit the written grievance to the City Manager not more than 10 calendar days from the date of the Chief's decision.

The City Manager may conduct an investigation into the grievance as he or she deems necessary. The City Manager shall issue a written decision on the grievance within 14 calendar days of his/her receipt of the grievance.

The timelines for filing and/or responding to any grievance may be extended by mutual agreement of the parties. Any such agreement must be confirmed in writing. If any response to a grievance is not timely, then the grievance shall be considered to have been denied and may proceed to the next step. The decision of the City Manager is final and binding.

Section 3 Association Petition Procedure

The Association may file a grievance on behalf of the Association as a whole for any violation of this memorandum of understanding. The Association shall present their grievance in writing to the Chief of Police. The Chief of Police shall have 14 calendar days to respond in writing to the grievance.

In the event of failure to resolve the case of the dispute with the Chief of Police, the Association, by a majority vote of the Board of Directors and by notifying any/all employees affected by this grievance may then request a meeting with the City Manager and the City Manager shall hold said meeting for the discussion and attempted resolution of the matter.

If the Association is dissatisfied with the determination of the City Manager, the Association may appeal such a decision by filing a written letter of appeal with the City Council within 30 calendar days after the giving of notice by the City Manager. The City Council, upon receiving a timely appeal, shall instruct the City Manager to give the appealing party (or parties) written notice of the time and place of the hearing.

At the time of the hearing before the City Council, all interested parties shall be given reasonable opportunity to be heard upon the merits of the grievance and the positions taken with reference thereto. Upon conclusion of such hearing, the City Council shall review the testimony given and shall approve, disapprove or approve with modification, the decision rendered by the City Manager. The City Council's decision shall be final and conclusive in all cases.

In his/her discretion, the City Council may designate a neutral hearing officer to conduct the hearing. The hearing officer shall have the same powers as the City Council in conducting the hearing on behalf of the City Council. The hearing officer shall render a recommended decision to the City Council. The City Council may adopt, modify, or reject the recommended decision. The City shall bear the costs of the neutral hearing officer.

Article 27 AGREEMENT, MODIFICATION, WAIVER

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all-parties and approved by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

Article 28 PROVISIONS OF LAW

This Agreement is subject to all future and current applicable Federal and State laws and regulations.

If any part or provision of this Agreement is in conflict with such applicable provisions of Federal and State laws and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of the provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Agreement shall not be affected.

The Association and/or the City shall have the right to meet and confer within 30 days concerning said section. This Agreement shall supersede all City rules or ordinances which are in conflict with the Agreement.

Current rules, regulations, and ordinances of the City that do not deal with matters covered by this Agreement shall remain in full force and effect.

Article 29 EFFECT

This Agreement shall remain in full force and effect until a new Memorandum of Understanding is negotiated by the City and Association and said Memorandum of Understanding has been approved and ratified by both the Association and the City.

In exercising the above rights the City shall comply with all applicable provisions of this agreement. In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 12th day of June, 2016:

Sierra Madre Police Association
Representatives:

City of Sierra Madre Management
Representatives:

Henry Amos, Association President

Gabriel Engeland, City Manager

Ed Delcours, Association Vice President

Joe Ortiz, Police Chief

RESOLUTION NO. 18-37

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE ADOPTING
THE CLASSIFICATION PLAN & SALARY MATRIX FOR FISCAL YEAR 2018-2019
AND FISCAL YEAR 2019-2020**

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:

WHEREAS, the City's Personnel Rules and Regulations necessitate that the Personnel Officer, after consultation with department heads, shall recommend a classification plan for all positions in the City and update this plan via resolution as necessary; and

WHEREAS, the provisions of the classification plan and salary matrix shall be observed in the handling of all personnel actions and activities; and

WHEREAS, the City Council has authorized a 1.9% cost of living increase for full-time employees represented by the Classified Employees Association, Police Association, and Unrepresented Fire for Fiscal Year 2018-2019 excluding Utilities Department employees; and

WHEREAS, the City Council has authorized a cost of living increase for full-time employees represented by the Classified Employees Association, Police Association, and Unrepresented Fire for Fiscal Year 2019-2020 as calculated by the BLS for C-CPI-U, looking back to April 2018. The cost of living increase will be no less than 0.5% and no more than 3.0%; and

WHEREAS, the City Council has authorized a 5% cost of living increase for Utilities Department employees for Fiscal Year 2018-2019.

WHEREAS, the City Council has authorized modifying the Classification Plan and Salary Matrix for Utilities Department employees for Fiscal Year 2019-2020 by elimination Step (1) one. Shifting all Utilities Department employees down one step to the step that corresponds with the employees current hourly pay rate;

WHEREAS, the Classification Plan and Salary Matrix makes no cost of living salary adjustments to positions represented by the Executive Management and Confidential-Exempt; and

WHEREAS, the Classification Plan and Salary Matrix adjust part-time salaries for part-time Police Officers, part-time Paramedics, and part-time Fire Engineers. All other part-time position will not be adjusted; and

WHEREAS, the City Council has authorized the reinstatement of the Library Technician II position to the Classification Plan and Salary Matrix.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City of Sierra Madre adopts the Classification Plan & Salary Matrix for Fiscal Year 2018-2019 as presented in Exhibit A.

Section 2. The City of Sierra Madre adopts the Classification Plan & Salary Matrix for Fiscal Year 2019-2020 as presented in Exhibit B.

Section 3. Effective Date. This Resolution shall go into effect immediately.

PASSED, APPROVED AND ADOPTED this 26th day of June, 2018.

Denise Delmar, Mayor
City of Sierra Madre, California

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 26th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Laura Aguilar, Assistant City Clerk
City of Sierra Madre, California

Exhibit A

Classification Plan & Salary Matrix

City of Sierra Madre

June 26, 2018

Adopted by Resolution 18-37

Amended June 26, 2018 - Excluding Executive Management & Confidential-Exempt

Effective June 24, 2018

For Fiscal Year 2019/2020

Cost of living salary increase for Fiscal Year 2019/2020 as calculated by the BLS for C-CPI-U, looking back to April 2018. The cost of living increase will be no less than 0.5% and no more than 3.0%.

Including Modifying Utilities Department Step 1

City of Sierra Madre
Classification Plan & Salary Matrix - Administrative Services Department
June 24, 2018

Classified Employee Association					
	1	2	3	4	5
Administrative Clerk 1					
Annual Salary	34,679	36,412	38,233	40,144	42,152
Monthly Salary	2,890	3,034	3,186	3,345	3,513
Bi-Weekly	1,334	1,400	1,471	1,544	1,621
Hourly Salary	16.67	17.51	18.38	19.30	20.27
Administrative Aide 3					
Annual Salary	38,217	40,128	42,134	44,241	46,453
Monthly Salary	3,185	3,344	3,511	3,687	3,871
Bi-Weekly	1,470	1,543	1,621	1,702	1,787
Hourly Salary	18.37	19.29	20.26	21.27	22.76
Account Technician 6					
Annual Salary	42,198	44,308	46,523	48,850	51,292
Monthly Salary	3,516	3,692	3,877	4,071	4,274
Bi-Weekly	1,623	1,704	1,789	1,879	1,973
Hourly Salary	20.29	21.30	22.37	23.49	24.66
Customer Service Lead 8					
Annual Salary	45,361	47,629	50,010	52,511	55,137
Monthly Salary	3,780	3,969	4,167	4,376	4,595
Bi-Weekly	1,745	1,832	1,923	2,020	2,121
Hourly Salary	21.81	22.90	23.59	25.25	26.51

Confidential Exempt										
	1	2	3	4	5	6	7	8	9	10
Administrative Analyst 23										
Annual Salary	40,521	41,535	42,573	43,637	44,728	45,846	46,993	48,167	49,371	50,606
Monthly Salary	3,377	3,461	3,548	3,636	3,727	3,820	3,916	4,014	4,114	4,217
Bi-Weekly	1,559	1,597	1,637	1,678	1,720	1,763	1,807	1,853	1,899	1,946
Hourly Salary	19.48	19.97	20.47	20.98	21.50	22.04	22.59	23.16	23.74	24.33
Assistant to the City Manager 22										
Annual Salary	46,490	47,652	48,843	50,065	51,316	52,599	53,914	55,261	56,644	58,059
Monthly Salary	3,874	3,971	4,070	4,172	4,276	4,383	4,493	4,605	4,720	4,838
Bi-Weekly	1,788	1,833	1,879	1,926	1,974	2,023	2,074	2,125	2,179	2,233
Hourly Salary	22.35	22.91	23.48	24.07	24.67	25.29	25.92	26.57	27.23	27.91
Analyst (various) Assistant City Clerk 24										
Annual Salary	54,672	56,039	57,440	58,876	60,348	61,857	63,403	64,988	66,613	68,278
Monthly Salary	4,556	4,670	4,787	4,906	5,029	5,155	5,284	5,416	5,551	5,690
Bi-Weekly	2,103	2,155	2,209	2,264	2,321	2,379	2,439	2,500	2,562	2,626
Hourly Salary	26.28	26.94	27.62	28.31	29.01	29.74	30.48	31.24	32.03	32.83

Note: Miscellaneous (not including: Executive Management & Confidential-Exempt employees) - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Development Services (Planning) Department
June 24, 2018

Classified Employee Association

		1	2	3	4	5
Assistant Planner	10					
Annual Salary		58,188	61,097	64,153	67,360	70,728
Monthly Salary		4,849	5,091	5,346	5,613	5,894
Bi-Weekly		2,238	2,350	2,467	2,591	2,720
Hourly Salary		27.97	29.37	30.84	32.38	34.00
Associate Planner	14					
Annual Salary		64,669	67,901	71,296	74,862	78,605
Monthly Salary		5,389	5,658	5,941	6,238	6,550
Bi-Weekly		2,487	2,612	2,742	2,879	3,023
Hourly Salary		31.09	32.64	34.28	35.99	37.79

Confidential Exempt

		1	2	3	4	5	6	7	8	9	10
Senior Planner	26										
Annual Salary		67,912	69,609	71,350	73,133	74,961	76,835	78,757	80,726	82,744	84,813
Monthly Salary		5,659	5,801	5,946	6,094	6,247	6,403	6,563	6,727	6,895	7,068
Bi-Weekly		2,612	2,677	2,744	2,813	2,883	2,955	3,029	3,105	3,182	3,262
Hourly Salary		32.65	33.47	34.30	35.16	36.04	36.94	37.86	38.81	39.78	40.78
Planning Manager	29										
Annual Salary		87,662	89,854	92,356	94,402	96,763	99,182	101,662	104,203	106,808	109,478
Monthly Salary		7,305	7,488	7,696	7,867	8,064	8,265	8,472	8,684	8,901	9,123
Bi-Weekly		3,372	3,456	3,552	3,631	3,722	3,815	3,910	4,008	4,108	4,211
Hourly Salary		42.15	43.20	44.40	45.39	46.52	47.68	48.88	50.10	51.35	52.63

Note: Miscellaneous (not including: Executive Management & Confidential-Exempt employees) - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Community Services Department
June 24, 2018

Classified Employee Association

		1		2		3		4		5	
Recreation Coordinator		1									
Annual Salary		34,679		36,412		38,233		40,144		42,152	
Monthly Salary		2,890		3,034		3,186		3,345		3,513	
Bi-Weekly		1,334		1,400		1,471		1,544		1,621	
Hourly Salary		16.67		17.51		18.38		19.30		20.27	

Confidential Exempt

		1	2	3	4	5	6	7	8	9	10
Recreation Supervisor		21									
Annual Salary		56,756	58,175	59,630	61,120	62,647	64,214	65,820	67,465	69,152	70,881
Monthly Salary		4,730	4,848	4,969	5,093	5,221	5,351	5,485	5,622	5,763	5,907
Bi-Weekly		2,183	2,237	2,293	2,351	2,410	2,470	2,532	2,595	2,660	2,726
Hourly Salary		27.29	27.97	28.67	29.38	30.12	30.87	31.64	32.44	33.25	34.08

Community Services Manager		28									
Annual Salary		63,962	65,561	67,200	68,880	70,601	72,367	74,176	76,030	77,931	79,879
Monthly Salary		5,330	5,463	5,600	5,740	5,883	6,031	6,181	6,336	6,494	6,657
Bi-Weekly		2,460	2,522	2,585	2,649	2,715	2,783	2,853	2,924	2,997	3,072
Hourly Salary		30.75	31.52	32.31	33.12	33.94	34.79	35.66	36.55	37.47	38.40

Note: Miscellaneous (not including: Executive Management & Confidential-Exempt employees) - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Human Resources Department
June 24, 2018

Classified Employee Association

		1		2		3		4		5	
Human Resources Technician											
	6										
Annual Salary		42,198		44,308		46,523		48,850		51,292	
Monthly Salary		3,516		3,692		3,877		4,071		4,274	
Bi-Weekly		1,623		1,704		1,789		1,879		1,973	
Hourly Salary		20.29		21.30		22.37		23.49		24.66	

Confidential Exempt

		1	2	3	4	5	6	7	8	9	10
Human Resources Analyst											
	24										
Annual Salary		54,672	56,039	57,440	58,876	60,348	61,857	63,403	64,988	66,613	68,278
Monthly Salary		4,556	4,670	4,787	4,906	5,029	5,155	5,284	5,416	5,551	5,690
Bi-Weekly		2,103	2,155	2,209	2,264	2,321	2,379	2,439	2,500	2,562	2,626
Hourly Salary		26.28	26.94	27.62	28.31	29.01	29.74	30.48	31.24	32.03	32.83

Human Resources Manager											
	26										
Annual Salary		67,912	69,609	71,350	73,133	74,961	76,835	78,757	80,726	82,744	84,813
Monthly Salary		5,659	5,801	5,946	6,094	6,247	6,403	6,563	6,727	6,895	7,068
Bi-Weekly		2,612	2,677	2,744	2,813	2,883	2,955	3,029	3,105	3,182	3,262
Hourly Salary		32.65	33.47	34.30	35.16	36.04	36.94	37.86	38.81	39.78	40.78

Note: Miscellaneous (not including: Executive Management & Confidential-Exempt employees) - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Finance Department
June 24, 2018

Classified Employee Association

	1	2	3	4	5
Account Technician 6					
Annual Salary	42,198	44,308	46,523	48,850	51,292
Monthly Salary	3,516	3,692	3,877	4,071	4,274
Bi-Weekly	1,623	1,704	1,789	1,879	1,973
Hourly Salary	20.29	21.30	22.37	23.49	24.66

Accountant 15					
Annual Salary	53,853	56,546	59,373	62,342	65,459
Monthly Salary	4,488	4,712	4,948	5,195	5,455
Bi-Weekly	2,071	2,175	2,284	2,398	2,518
Hourly Salary	25.89	27.19	28.54	29.97	31.47

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Senior Accountant 24										
Annual Salary	54,672	56,039	57,440	58,876	60,348	61,857	63,403	64,988	66,613	68,278
Monthly Salary	4,556	4,670	4,787	4,906	5,029	5,155	5,284	5,416	5,551	5,690
Bi-Weekly	2,103	2,155	2,209	2,264	2,321	2,379	2,439	2,500	2,562	2,626
Hourly Salary	26.28	26.94	27.62	28.31	29.01	29.74	30.48	31.24	32.03	32.83

Accounting Manager 26										
Annual Salary	67,912	69,609	71,350	73,133	74,972	76,835	78,757	80,726	82,744	84,813
Monthly Salary	5,659	5,801	5,946	6,094	6,248	6,403	6,563	6,727	6,895	7,068
Bi-Weekly	2,612	2,677	2,744	2,813	2,884	2,955	3,029	3,105	3,182	3,262
Hourly Salary	32.65	33.47	34.30	35.16	36.04	36.94	37.86	38.81	39.78	40.78

Finance and IT Manager 29										
Annual Salary	87,662	89,854	92,101	94,402	96,763	99,182	101,662	104,203	106,808	109,478
Monthly Salary	7,305	7,488	7,675	7,867	8,064	8,265	8,472	8,684	8,901	9,123
Bi-Weekly	3,372	3,456	3,542	3,631	3,722	3,815	3,910	4,008	4,108	4,211
Hourly Salary	42.15	43.20	44.28	45.39	46.52	47.68	48.88	50.10	51.35	52.63

Note: Miscellaneous (not including: Executive Management & Confidential-Exempt employees) - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Fire Department
June 24, 2018

		Unrepresented / 2756 Hours									
		1	2	3	4	5	6	7	8	9	10
Fire Captain	201										
Annual Salary		77,773	79,717	81,710	83,754	85,847	87,993	90,193	92,447	94,760	97,128
Monthly Salary		6,481	6,643	6,809	6,979	7,154	7,333	7,516	7,704	7,897	8,094
Bi-Weekly		2,991	3,066	3,143	3,221	3,302	3,384	3,469	3,556	3,645	3,736
Hourly Salary		28.22	28.92	29.65	30.39	31.15	31.93	32.73	33.54	34.38	35.24

Note: Unrepresented Safety Full-Time employees - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Fire Department
June 24, 2018

Unrepresented / 2756 Hours

		1	2	3	4	5	6	7
Firefighter/Paramedics	203							
Annual Salary		42,125	44,232	46,450	48,782	51,224	53,780	56,476
Monthly Salary		3,510	3,686	3,871	4,065	4,269	4,398	4,706
Bi-Weekly		1,620	1,701	1,787	1,876	1,970	2,030	2,172
Hourly Salary		15.29	16.05	16.85	17.70	18.59	19.51	20.49

Unrepresented / 2756 Hours

		1	2	3	4	5
Single-Function Paramedics	XX					
Annual Salary		35,105	36,874	38,727	40,665	42,687
Monthly Salary		2,925	3,073	3,227	3,389	3,557
Bi-Weekly		1,350	1,418	1,490	1,564	1,642
Hourly Salary		12.74	13.38	14.05	14.76	15.49

Note: Unrepresented Safety Full-Time employees - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Fire Department
June 24, 2018

		Unrepresented / 2756 Hours						
		1	2	3	4	5	6	7
Engineer	204							
Annual Salary		42,125	44,232	46,450	48,782	51,224	53,780	56,476
Monthly Salary		3,510	3,686	3,871	4,065	4,269	4,398	4,706
Bi-Weekly		1,620	1,701	1,787	1,876	1,970	2,030	2,172
Hourly Salary		15.29	16.05	16.85	17.70	18.59	19.51	20.49

		Unrepresented / 2756 Hours				
		1	2	3	4	5
Single-Function Firefighters	XX					
Annual Salary		35,105	36,874	38,727	40,665	42,687
Monthly Salary		2,925	3,073	3,227	3,389	3,557
Bi-Weekly		1,350	1,418	1,490	1,564	1,642
Hourly Salary		12.74	13.38	14.05	14.76	15.49

Note: Unrepresented Safety Full-Time employees - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Library Department
June 24, 2018

Classified Employee Association

		1	2	3	4	5
Library Technician	1					
Annual Salary		34,679	36,412	38,233	40,144	42,152
Monthly Salary		2,890	3,034	3,186	3,345	3,513
Bi-Weekly		1,334	1,400	1,471	1,544	1,621
Hourly Salary		16.67	17.51	18.38	19.30	20.27
Librarian	9					
Annual Salary		52,195	54,804	57,545	60,422	63,443
Monthly Salary		4,350	4,567	4,795	5,035	5,287
Bi-Weekly		2,007	2,108	2,213	2,324	2,440
Hourly Salary		25.09	26.35	27.67	29.05	30.50

Confidential Exempt

		1	2	3	4	5	6	7	8	9	10
Analyst (Various)	24										
Annual Salary		54,672	56,039	57,440	58,876	60,348	61,857	63,403	64,988	66,613	68,278
Monthly Salary		4,556	4,670	4,787	4,906	5,029	5,155	5,284	5,416	5,551	5,690
Bi-Weekly		2,103	2,155	2,209	2,264	2,321	2,379	2,439	2,500	2,562	2,626
Hourly Salary		26.28	26.94	27.62	28.31	29.01	29.74	30.48	31.24	32.03	32.83
Library Services Manager	28										
Annual Salary		63,962	65,561	67,200	68,880	70,601	72,367	74,176	76,030	77,931	79,879
Monthly Salary		5,330	5,463	5,600	5,740	5,883	6,031	6,181	6,336	6,494	6,657
Bi-Weekly		2,460	2,522	2,585	2,649	2,715	2,783	2,853	2,924	2,997	3,072
Hourly Salary		30.75	31.52	32.31	33.12	33.94	34.79	35.66	36.55	37.47	38.40

Note: Miscellaneous (not including: Executive Management & Confidential-Exempt employees) - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Public Works Department
June 24, 2018

Classified Employee Association

	1	2	3	4	5	Y
Maintenance Worker 1						
Annual Salary	34,679	36,412	38,233	40,144	42,152	
Monthly Salary	2,890	3,034	3,186	3,345	3,513	
Bi-Weekly	1,334	1,400	1,471	1,544	1,621	
Hourly Salary	16.67	17.51	18.38	19.30	20.27	
Fleet Mechanic 3						
Annual Salary	38,217	40,128	42,134	44,241	46,453	
Monthly Salary	3,185	3,344	3,511	3,687	3,871	
Bi-Weekly	1,470	1,543	1,621	1,702	1,787	
Hourly Salary	18.37	19.29	20.26	21.27	22.33	
Leadworker 4						
Annual Salary	39,212	41,173	43,232	45,393	47,662	
Monthly Salary	3,268	3,431	3,603	3,783	3,972	
Bi-Weekly	1,508	1,584	1,663	1,746	1,833	
Hourly Salary	18.85	19.79	20.78	21.82	22.91	

Classified Employee Association Continued

	1	2	3	4	5
Foreman 5					
Annual Salary	42,433	44,555	46,782	49,122	51,579
Monthly Salary	3,536	3,713	3,899	4,093	4,298
Bi-Weekly	1,632	1,714	1,799	1,889	1,984
Hourly Salary	20.40	21.42	22.49	23.62	24.80

Note: Miscellaneous (not including: Executive Management & Confidential-Exempt employees) - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

Note: Water Foreman - 5.0% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Utility Services (Water) Department
June 24, 2018

Classified Employee Association

		1	2	3	4	5
Customer Service Representative	1					
Annual Salary		34,679	36,412	38,233	40,144	42,152
Monthly Salary		2,890	3,034	3,186	3,345	3,513
Bi-Weekly		1,334	1,400	1,471	1,544	1,621
Hourly Salary		16.67	17.51	18.38	19.30	20.27
Utility Service Worker/Meter Reader	X					
Annual Salary		35,734	37,520	39,397	41,366	43,434
Monthly Salary		2,978	3,127	3,283	3,447	3,620
Bi-Weekly		1,374	1,443	1,515	1,591	1,671
Hourly Salary		17.18	18.04	18.94	19.89	20.88
Water Pump Operator	2					
Annual Salary		37,511	39,387	41,356	43,424	45,594
Monthly Salary		3,126	3,282	3,446	3,619	3,800
Bi-Weekly		1,443	1,515	1,591	1,670	1,754
Hourly Salary		18.03	18.94	19.88	20.88	21.92
Water Leadworker	7					
Annual Salary		44,507	46,733	49,069	51,523	54,098
Monthly Salary		3,709	3,894	4,089	4,294	4,508
Bi-Weekly		1,712	1,797	1,887	1,982	2,081
Hourly Salary		21.40	22.47	23.59	24.77	26.01
Water Foreman	8					
Annual Salary		46,741	49,078	51,531	54,108	56,814
Monthly Salary		3,895	4,090	4,294	4,509	4,734
Bi-Weekly		1,798	1,888	1,982	2,081	2,185
Hourly Salary		22.47	23.60	24.77	26.01	27.31

Confidential Exempt

		1	2	3	4	5	6	7	8	9	10
Water Superintendent	25										
Annual Salary		54,672	56,039	57,440	58,876	60,348	61,857	63,403	64,988	66,613	68,278
Monthly Salary		4,556	4,670	4,787	4,906	5,029	5,155	5,284	5,416	5,551	5,690
Bi-Weekly		2,103	2,155	2,209	2,264	2,321	2,379	2,439	2,500	2,562	2,626
Hourly Salary		26.28	26.94	27.62	28.31	29.01	29.74	30.48	31.24	32.03	32.83

Note: Miscellaneous (not including: Executive Management & Confidential-Exempt employees) - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

Note: Utilities Department - 5.0% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Salary Matrix - Executive Management
July 1, 2017

		Executive Management Employees									
		1	2	3	4	5	6	7	8	9	10
Library & Community Services											
Director	41										
Annual Salary		100,381	102,890	105,463	108,099	110,802	113,571	116,411	119,322	122,305	125,361
Monthly Salary		8,365	8,574	8,789	9,008	9,234	9,464	9,701	9,943	10,192	10,447
Bi-Weekly		3,861	3,957	4,056	4,158	4,262	4,368	4,477	4,589	4,704	4,822
Hourly Salary		48.26	49.47	50.70	51.97	53.27	54.60	55.97	57.37	58.80	60.27
Finance, Planning, Utilities and Public Works Director											
40											
Annual Salary		101,553	104,091	106,694	109,362	112,095	114,898	117,770	120,714	123,732	126,825
Monthly Salary		8,463	8,674	8,891	9,113	9,341	9,575	9,814	10,060	10,311	10,569
Bi-Weekly		3,906	4,004	4,104	4,206	4,311	4,419	4,530	4,643	4,759	4,878
Hourly Salary		48.82	50.04	51.30	52.58	53.89	55.24	56.62	58.04	59.49	60.97
Police Captain											
41											
Annual Salary		100,381	102,890	105,463	108,099	110,802	113,571	116,411	119,322	122,305	125,361
Monthly Salary		8,365	8,574	8,789	9,008	9,234	9,464	9,701	9,943	10,192	10,447
Bi-Weekly		3,861	3,957	4,056	4,158	4,262	4,368	4,477	4,589	4,704	4,822
Hourly Salary		48.26	49.47	50.70	51.97	53.27	54.60	55.97	57.37	58.80	60.27
Fire Chief											
39											
Annual Salary		100,381	102,890	105,463	108,099	110,802	113,571	116,411	119,377	122,305	125,361
Monthly Salary		8,365	8,574	8,789	9,008	9,234	9,464	9,701	9,948	10,192	10,447
Bi-Weekly		3,861	3,957	4,056	4,158	4,262	4,368	4,477	4,591	4,704	4,822
Hourly Salary		48.26	49.47	50.70	51.97	53.27	54.60	55.97	57.39	58.80	60.27
Police Chief											
43											
Annual Salary		108,628	111,344	114,128	116,981	119,906	122,903	125,975	129,125	132,353	135,662
Monthly Salary		9,052	9,279	9,511	9,748	9,992	10,242	10,498	10,760	11,029	11,305
Bi-Weekly		4,178	4,282	4,390	4,499	4,612	4,727	4,845	4,966	5,090	5,218
Hourly Salary		52.23	53.53	54.87	56.24	57.65	59.09	60.57	62.08	63.63	65.22
Assistant City Manager											
44											
Annual Salary		118,070	121,021	124,047	127,148	130,327	133,585	136,924	140,347	143,856	147,453
Monthly Salary		9,839	10,085	10,337	10,596	10,861	11,132	11,410	11,696	11,988	12,288
Bi-Weekly		4,541	4,655	4,771	4,890	5,013	5,138	5,266	5,398	5,533	5,671
Hourly Salary		56.76	58.18	59.64	61.13	62.66	64.22	65.83	67.47	69.16	70.89
City Manager											
45											
Annual Salary		182,000									
Monthly Salary		15,167									
Bi-Weekly		7,000									
Hourly Salary		87.50									

Note: 2.3% pay increase effective July 1, 2017 with the exception of the City Manager - Resolution 17-25

City of Sierra Madre
Classification Plan & Salary Matrix - Fire Department
June 24, 2018

		Unrepresented / 2080 Hours									
		1	2	3	4	5	6	7	8	9	10
Fire Captain	202										
Annual Salary		77,773	79,717	81,710	83,754	85,847	87,993	90,193	92,447	94,760	97,128
Monthly Salary		6,481	6,643	6,809	6,979	7,154	7,333	7,516	7,704	7,897	8,094
Bi-Weekly		2,991	3,066	3,143	3,221	3,302	3,384	3,469	3,556	3,645	3,736
Hourly Salary		37.39	38.33	39.28	40.27	41.27	42.30	43.36	44.45	45.56	46.70

Note: Miscellaneous (not including: Executive Management & Confidential-Exempt employees) - 1.9% pay increase effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Code Enforcement
June 24, 2018

		Classified Employee Association				
		1	2	3	4	5
Code Enforcement Officer	120					
	Annual Salary	55,468	58,241	61,153	64,211	67,422
	Monthly Salary	4,622	4,853	5,096	5,351	5,619
	Bi-Weekly Salary	2,133	2,240	2,352	2,470	2,593
	Hourly Salary	26.67	28.00	29.40	30.87	32.41

Note: Salary increase of 1.9% effective June 24, 2018 - Resolution 18-37

City of Sierra Madre
Classification Plan & Salary Matrix - Non Sworn Public Safety
June 24, 2018

		Police Association				
		1	2	3	4	5
Dispatcher	110					
	Annual Salary	45,849	48,142	50,548	53,076	55,730
	Monthly Salary	3,821	4,012	4,212	4,423	4,644
	Bi-Weekly Salary	1,763	1,852	1,944	2,041	2,143
	Hourly Salary	22.04	23.15	24.30	25.52	26.79
Recruit	99					
	Annual Salary	51,741				
	Monthly Salary	4,312				
	Bi-Weekly Salary	1,990				
	Hourly Salary	24.88				

Note: Salary increase of 1.9% effective June 24, 2018.

City of Sierra Madre
Classification Plan & Salary Matrix - Police
June 24, 2018

Police Association

Police Officer

130

	1	2	3	4	5
Annual Salary	66,541	69,869	73,362	77,030	80,882
Monthly Salary	5,545	5,822	6,114	6,419	6,740
Bi-weekly Salary	2,559	2,687	2,822	2,963	3,111
Hourly Salary	31.99	33.59	35.27	37.03	38.89

Corporal

131

Annual Salary	69,882	73,376	77,045	80,897	84,942
Monthly Salary	5,823	6,115	6,420	6,741	7,079
Bi-weekly Salary	2,688	2,822	2,963	3,111	3,267
Hourly Salary	33.60	35.28	37.04	38.89	40.84

Sergeant

178

Annual Salary	82,966	87,114	91,469	96,043	100,845
Monthly Salary	6,914	7,260	7,622	8,004	8,404
Bi-weekly Salary	3,191	3,351	3,518	3,694	3,879
Hourly Salary	39.89	41.88	43.98	46.17	48.48

Note: Salary increase of 1.9% effective June 24, 2018.

2018 Part-Time Salary Matrix

Part-time Employees

	Range	1
Program Specialists	57	13.49
Film Monitor - Office	62	13.52
Film Monitor - Location	65	35.00
Fire Safety Officer - Filming	64	50.00
Facility Attendant	61	14.56
Library Page	51	11.00
Library Clerk	54	11.25
Library Technician I	58	14.62
Library Technician II	X	16.50
Associate Librarian I	63	19.33
Police Cadet	57	13.49
Dispatcher	59	18.60
Records Clerk	59	18.60
Community Services Officer	83	20.72
Investigator	75	30.60
Patrol Officer	84	34.29
Lieutenant	70	42.25
Code Enforcement	83	20.72
Fire Captain	83	20.72
Paramedics	85	15.00
Engineer II	74	15.00
Strike Team Responder - Firefighter	67	17.68
Strike Team Responder - Engineer	68	23.16
Strike Team Responder - Captain	69	34.80
Strike Team Responder - Battalion Chief	70	48.22
Strike Team Responder - Deputy/Asst Chief	71	52.33
Strike Team Responder - Fire Chief	72	52.33
Water Pump Operator	81	16.47
Maintenance Worker	80	15.68
Administrative Intern	57	13.49
Administrative Clerk	76	15.38
Account Technician	82	19.08
Accountant	79	25.19
Analyst	79	25.19

2019 Part-Time Salary Matrix

Part-time Employees

	Range	1
Program Specialists	57	13.49
Film Monitor - Office	62	13.52
Film Monitor - Location	65	35.00
Fire Safety Officer - Filming	64	50.00
Facility Attendant	61	14.56
Library Page	51	12.00
Library Clerk	54	12.00
Library Technician I	58	14.62
Library Technician II	X	16.50
Associate Librarian I	63	19.33
Police Cadet	57	13.49
Dispatcher	59	18.60
Records Clerk	59	18.60
Community Services Officer	83	20.72
Investigator	75	30.60
Patrol Officer	84	34.29
Lieutenant	70	42.25
Code Enforcement	83	20.72
Fire Captain	83	20.72
Paramedics	85	15.00
Engineer II	74	15.00
Strike Team Responder - Firefighter	67	17.68
Strike Team Responder - Engineer	68	23.16
Strike Team Responder - Captain	69	34.80
Strike Team Responder - Battalion Chief	70	48.22
Strike Team Responder - Deputy/Asst Chief	71	52.33
Strike Team Responder - Fire Chief	72	52.33
Water Pump Operator	81	16.47
Maintenance Worker	80	15.68
Administrative Intern	57	13.49
Administrative Clerk	76	15.38
Account Technician	82	19.08
Accountant	79	25.19
Analyst	79	25.19