

**SUPERVISORY/CONFIDENTIAL EMPLOYEES
SALARY AND BENEFITS SCHEDULE
PERIOD COVERING
JUNE 30, 2013 to JUNE 30, 2014**

SECTION 08.01 INTRODUCTION

This salary and benefit schedule shall represent the compensation program provided to Supervisory/Confidential employees of the City of San Marino for the period June 30, 2013 to June 30, 2014.

SECTION 08.02 SALARY

The following shall be the salary ranges for Supervisory/Confidential employees:

EFFECTIVE JUNE 30, 2013

<i>CLASSIFICATION</i>	<i>RANGE</i>
Exempt:	
Senior Planner	\$5,116 - \$6,344
City Clerk	\$6,419 - \$7,831
Deputy City Clerk	\$4,732 - \$5,773
Executive Director Old Mill	\$4,576 - \$5,606
Police Records Supervising Clerk	
Police Records Communications Supervisor	\$4,873 - \$6,022
Recreation Supervisor	\$4,862 - \$6,022
 Non-Exempt	
Administrative Analyst	\$4,874 - \$5,946
Administrative Assistant	\$4,150 - \$5,073
Associate Planner	\$5,016 - \$6,122
Assistant Planner	\$4,778 - \$5,829
Code Compliance Coordinator	\$4,732 - \$5,847
Executive Secretary	\$3,951 - \$4,820
Police Records Clerk	\$3,837 - \$4,680
Accountant I	\$4,242 - \$5,196

Supervisory/Confidential employees promoted to their position from within City employment shall receive a salary at the step within the appropriate range, which shall provide at least a five percent (5%) salary increase. Supervisory/Confidential employees appointed from outside City employment shall receive a salary at the step approved by the City Manager.

Supervisory/Confidential employees shall be eligible for a merit increase within their appropriate salary range following their initial probationary period, and each twelve (12) months thereafter, following an evaluation of the employee by the immediate supervisor and approval by the Department Head.

Employees with unsatisfactory performance shall not receive a merit increase or any other salary increase granted by the City Council, including cost of living adjustments.

SECTION 08.03 TUITION REIMBURSEMENT

With the approval of the Department Head and City Manager, Supervisory/Confidential employees may receive reimbursement of tuition, books, and other fees incurred in the completion of college course work relating to their city employment. The amount to be reimbursed is to be determined by the Department Head, and is subject to City Manager approval, pending availability of funds.

SECTION 08.04 RETIREMENT

The Employee shall pay the seven percent (7%) of the employee's contribution to the California Public Employees Retirement System. The contribution shall be reported as those of the affected employees so they will be credited to the particular employee's account with P.E.R.S. The retirement program shall be the same as for general or public safety employees of the City, as applicable.

All employees hired on or after July 1, 2012 shall be eligible to retire under the 2% at 60 formula and final compensation will be calculated based on a three year average as opposed to the current single highest year. Employees in this tier shall also pay the seven percent (7%) employee P.E.R.S. share.

SECTION 08.05 MEDICAL AND OTHER HEALTH BENEFITS

(a) **FLEXIBLE MEDICAL BENEFITS.** Effective February 1, 2009 the City of San Marino commenced participation in the Public Employees' Medical and Hospital Care Act, Government Code Sections 22750 et. Seq. The employer contribution for annuitants shall at all times equal employer contribution paid for active employees. Medical benefits shall be under the P.E.R.S. medical program.

(b) **OTHER HEALTH BENEFITS.** The City shall make available to current employees group dental, vision and life insurance and long term disability insurance programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually. The City shall notify employees of the join/remove period by providing a notice with payroll at least three (3) weeks prior to the time period.

(c) **EMPLOYEE PARTICIPATION.** All employees shall be covered under the P.E.R.S. medical program, except as provided for herein. The employee may select from the P.E.R.S. plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the P.E.R.S. health plan as permitted by the insurance company. Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee's paycheck to pay the difference.

Should the employee select a program which is less than the City's current contribution, employees hired prior to February 26, 2012 are eligible to place the difference in a deferred compensation plan provided by the City for each dollar remaining or receive the entire "FFBP" allotment of \$1,000 in cash, less applicable taxes. Said cash out, shall not be compensable to CalPERS as salary pursuant to California Code of Regulations Chapter 2, Article 5, Section 571 (2CCR571).

(d) **CITY CONTRIBUTION.** The City's contribution is established at one hundred seventy five (\$175.00) per month per annuitant and active employee. This monthly contribution shall only increase as required by the Board of Administration of the Public Employees' Retirement System or the State Legislature, as set forth in Government Code Section 22892.

The City of San Marino will establish a flexible floating fringe benefit pool ("FFBP") for currently active employees. This "FFBP" shall not be used by any current annuitants or future annuitants. The purpose of the "FFBP" is to provide currently active employees with additional health insurance, life insurance, vision insurance and dental insurance. The City of San Marino shall contribute a flat rate of eight hundred twenty five dollars (\$825.00) per month on behalf of each currently active employee to the "FFBP".

In the event that the "FFBP" fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference. Employees hired on or after February 26, 2012 shall forfeit any unused balance to the City, including the amount provided for medical benefits.

If an employee is able to provide proof of coverage under a spouse's or other health insurance plan, the employee need not obtain health insurance under the City's provided P.E.R.S. medical program. All employees electing not to participate in the City's P.E.R.S. medical program shall be required to:

1. Submit adequate written proof of medical coverage;
2. Provide the City with no less than thirty (30) days written notice before any such medical coverage is canceled; and
3. Execute a liability and hold harmless release form removing the City from all liability resulting from medical coverage or the lack thereof.

Section 8.06. RETIREE PARTICIPATION

Retirees shall be provided \$175 per month to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance due. Should the retiree select a program(s) costing less than the amount provided by the City, the employee shall have no rights to the balance available.

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

SECTION 08.07 HOLIDAYS

All Supervisory/Confidential employees shall be entitled to the following holidays as days off with pay:

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

SECTION 08.08 SICK LEAVE

Sick leave shall be utilized solely for illness or medical appointment of an affected employee or his/her immediate family, meaning spouse, natural or adopted child, step-child, brother, sister, parent, step-parent, step-brother or step-sister.

In the event an employee experiences a catastrophic illness, the employee may be credited donated sick leave hours from other employees' sick leave accruals upon prior approval of the City Manager. The employee must first exhaust all their sick and vacation leave prior to receiving any sick leave donation on use of catastrophic leave.

Each employee shall accrue five (5) hours of sick leave time at the end of each pay period, not to exceed 10 hours per month, up to a maximum of two-hundred and forty (240) hours. Upon reaching the maximum accrual allowed, accrued hours received above the maximum shall be placed in a "bank," only to be used in the event of a catastrophic illness with the approval of the City

Manager. In addition, this catastrophic leave cannot be converted to PERS service credit upon retirement.

An employee shall submit a "Leave Request" form to the Department Head no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments. An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

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

Employees leaving employment with the City for any reason within the first six (6) months of employment, having received an advance for accruals of sick leave time and having used said sick leave time at a rate greater than ten (10) or twelve (12) hours as applicable, of sick leave time off for each month of actual employment during the six (6) month period of the advance, shall have the amount of sick leave time off in excess of ten (10) or twelve (12) hours as applicable, hours per month deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

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

Supervisory/Confidential employees may elect to cash out sick leave balances in excess of 160 hours at a rate of .50 on the dollar at their regular hourly rate of pay. Employees must maintain a minimum of 160 hours of sick leave in order to be compensated. Accruals will be based on balances as of June 30th of each year at the June 30th rate.

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

SECTION 08.09 BEREAVEMENT LEAVE

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

- (a) If the death occurred within a two hundred (200) mile radius of the City of San Marino, the employee shall be granted up to three (3) days bereavement leave.
- (b) If the death occurred outside a two hundred (200) mile radius of the City of San Marino, the employee shall be granted up to five (5) days bereavement leave.

Upon request, the City Manager may grant paid bereavement leave in excess of the leave provided herein.

SECTION 08.10 VACATION LEAVE

All Supervisory/Confidential employees shall accrue vacation leave in accordance with the following formula:

- (a) 7.5 hours for each month during the first (1st) through fifth (5th) year of employment (90.0 hours annually).
- (b) 8.0 hours for each month during the sixth (6th) year of employment (96.0 hours annually).
- (c) 9.0 hours for each month during the seventh (7th) year of employment (108.0 hours annually).
- (d) 9.5 hours for each month during the eighth (8th) year of employment (114.0 hours annually).
- (e) 10.0 hours for each month during the ninth (9th) through the nineteenth (19th) year of employment (120.0 hours annually).
- (f) 13.5 hours for each month during the twentieth (20th) through the twenty-fifth (25th) year of employment (162.0 hours annually).
- (g) 15.0 hours for each month beginning with the twenty-sixth (26th) year of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee only at the end of

the pay period in which the employee was in the service of the City. If employment begins prior to the fifteenth (15th) of the month, vacation leave shall be accrued for that month. If employment begins after the fifteenth (15th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin at the end of the first pay period beginning after the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is the first (1st) of the month the higher rate shall be credited for that month. If the anniversary date is the sixteenth (16th) of the month the higher rate shall begin with the first (1st) day of the following month.

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

SECTION 08.11 ADMINISTRATIVE LEAVE

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

Supervisory/Confidential exempt employees may accrue up to sixty (60) hours of administrative leave time annually at the discretion of their supervisor.

SECTION 08.12 OTHER LEAVES OF ABSENCE

Supervisory/Confidential employees may be eligible for absence without pay for periods of up to thirty (30) days upon approval of the City Manager.

Supervisory/Confidential employees may be eligible for absence with or without pay for a period of not more than one (1) year upon approval of the City Manager and the City Council.

SECTION 08.13 PROBATION UPON APPOINTMENT

All Supervisory/Confidential employees shall be subject to a six (6) month probationary period following their appointment to a Supervisory/Confidential position unless extended further by the City Manager.

SECTION 08.14 UNIFORMS

Supervisory/Confidential employees required to wear a uniform as part of their duties for the City shall have the uniforms provided by the City.

Code Compliance Coordinator shall be provided the sum of \$100 each year for replacement of work boots.

SECTION 08.15 MILEAGE

Supervisory/Confidential employees required to use their own vehicles for City business, and who do not receive a monthly vehicle allowance or are not provided a City vehicle, may be reimbursed for mileage at the rate established by the Internal Revenue Service.