

RESOLUTION NO. 2022-24b

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA MARIA, CALIFORNIA,
APPROVING A WAGE AND BENEFIT PACKAGE FOR
THE PUBLIC SAFETY MANAGERS**

WHEREAS, the City Council is committed to a compensation policy that strengthens the recruitment and retention of well-qualified and effective managers; and

WHEREAS, in 2003, the Public Safety Managers initiated a petition to no longer be affiliated with any other bargaining group, and to represent themselves in informal discussions with the City Manager over wages, hours, and other terms and conditions of employment; and

WHEREAS, in February 2022, the City Manager entered into discussions with the Public Safety Managers and assembled a wage and benefit package incorporated herein, that outlines and delineates the benefit structure for these employees consistent with other employee bargaining groups; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria, California, that the attached resolution shall replace the wage and benefit package approved for the Public Safety Managers in November 2019:

Public Safety Managers include the classifications of Chief of Police, Fire Chief, Police Division Commander, Police Commander, and Fire Battalion Chief.

1. SALARY

Essential Worker Pay / ARPA (American Rescue Plan Act 2021)

The City shall provide a one-time premium pay up to \$15,000 in two equal payments for the employee's essential work during the COVID-19 pandemic. Full time employees who worked from March 14, 2020, to March 12, 2021, and from March 13, 2021, to March 11, 2022, shall be entitled up to the \$7,500 amount per year. Full-time employees are employees who were expected to work 2,080 hours (non-shift) or 2,912 (shift) during the 12-month period and did not have more than 3 months of leave during the year. Employees who worked less than full-time, shall receive essential work payment on a prorated amount. The first payment will be issued to current City employees within 2 pay periods of City Council adoption of this Resolution. The second payment will be issued to current City employees by the first full pay period in January 2023. These amounts shall not be retirement reportable and will not be included in the regular rate of pay for overtime purposes.

Effective the first full pay period following ratification by the City Council, a base salary increase of three percent (3%) of the employee's base salary will be given to sworn police and fire managers in the employ of the City.

Effective the first full pay period following December 31, 2022, a base salary increase of three percent (3%) of the employee's base salary will be given to sworn police and fire managers in the employ of the City.

Accordingly, the aforementioned salary increase shall also be afforded to all Executive Managers on at-will employment contracts (Police Chief and Fire Chief) in the employ of the City upon adoption of this resolution.

2. COMPENSATION CONVERSIONS FOR FIRE SHIFT MANAGERS

Employees appointed to Fire Battalion Chief are designated as shift employees (fifty-six (56) hour workweek). Therefore, assignments to a forty (40) hour workweek are deemed temporary and may be rotational. Except as specifically noted below, all compensation and benefits, including maximum accumulation limits, shall be based on the assignment using the following conversion ratios: the fifty-six (56) hour to forty (40) hour work week ratio .7143 percent; and the forty (40) hour to fifty-six (56) hour work week ratio is 1.4 percent. Conversion assignments shall be effective at the beginning of a two (2)-week pay period.

All other classifications covered by this Resolution are considered to be and compensated at the forty (40) hour workweek rate, including the Fire Battalion Chief assigned as the Training Officer.

3. CONSTRUCTIVE RECEIPT

Employees may receive a cash payment for unused vacation, personal leave, and/or compensatory time provided they meet the requirements set forth in the applicable provision of the Resolution and abide by the below.

Employees will have the option to declare their intent to cash-out accrued leave under the following conditions in accordance with Internal Revenue Code Section 451:

- Hours cashed-out shall be paid at straight time.
- By December 1st of each year, employees can declare their intent to cash-out the leave (or a portion of the leave) they earn during the following payroll calendar year. For example, elections made by December 1, 2022, shall apply to hours accrued in 2023.
- The employee can choose any pay period(s) during the year to receive the elected cash-out and must declare the selected pay period for cash-out at the time of election.
- Once an election is made it cannot be rescinded.
- The employee will be responsible to make sure the required number of hours to be cashed-out are available at the time of each cash-out. If an employee has not met the requirements, the employee will not be eligible for that cash-out during the year.
- Employees will be eligible for partial cash-outs if the full amount of hours elected are not available at the elected time of cash-out. For example, if an employee elects to cash-out 40 vacation hours during the first pay period in November, but only 20 hours are available at that time, 20 hours would be cashed-out.
- Employees will be required to complete the City's standardized election form.
- Failure to submit an irrevocable election form by December 1st of each year

shall be the same as not electing to cash-out leave during the following payroll calendar year.

4. MANAGEMENT LEAVE

Management leave is designed to recognize and compensate for work in excess of forty (40) hours per week by exempt non-shift employees and fifty-six (56) hours per week for exempt shift employees. While management leave is not based on overtime hours worked on an hour-for-hour basis, it does allow employees to take paid time off in recognition of hours worked in excess of forty (40) hours per work week for non-shift employees or fifty-six (56) hours per week for shift employees.

During the first payroll period of each new payroll calendar year, all eligible exempt employees shall be credited with a designated amount of management leave time (rounded to the nearest half-hour) to be used during that payroll calendar year. No portion of the management leave hours may be accumulated or rolled over from one payroll calendar year to another and all unused management leave will automatically be erased from the books at the end of the payroll calendar year. For employees separating service or starting during the calendar year, management leave will be pro-rated (to the nearest half-hour) based on the number of full pay periods elapsed or remaining during the payroll year. If an employee, prior to separating service, used more management leave than the pro-rated amount for the payroll year, the excess used management leave will be deducted from vacation leave hours, then if needed, from the employee's final paycheck without the necessity of the City securing a judgment. Accordingly, management leave is a "use it or lose it" benefit and no unused management leave will be cashed-out.

Department Directors on at-will employment contracts will receive eighty (80) hours of management leave. With the exception of shift Battalion Chiefs, all remaining exempt classifications in the Public Safety Managers group shall be placed in the second tier of the program and receive sixty-four (64) hours of management leave per payroll calendar year. Shift Battalion Chiefs shall be placed at the third tier of the program and receive ninety-six (96) hours of management leave (at the fifty-six (56) hour rate), per payroll calendar year.

5. OVERTIME

Battalion Chiefs shall receive time-and-a-half pay (at the fifty-six (56) hour rate) or compensatory time off for each hour worked, in a suppression capacity, in excess of his/her assigned paid shift. Overtime shall be paid when providing mutual aid in which the City is reimbursed, by either federal or state agencies, at the rate of time and one-half at the fifty-six (56) hour work week pay rate. The maximum accumulation of compensatory time shall be one hundred-twenty (120) hours. With the exception of management leave, no other compensation or benefits will be afforded to these employees in consideration for overtime.

6. HOLIDAYS

A. The City will recognize seven (eight hour) holidays as fixed holidays for non-shift managers (with the exception of any 40-hour Fire Battalion Chiefs): New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas. Non-shift managers will be eligible to receive, on a pro-rated basis, five (5) additional days forty (40) hours of floating holiday time on the first pay period in the payroll calendar year to be scheduled off by formal request of each individual employee with the approval of the department director and/or City Manager.

Prior to the second to last full pay period in the payroll calendar year, non-shift managers are eligible to use and/or cash-out up to forty (40) hours of floating holiday time on one occasion anytime during the (payroll) calendar year. Any floating holiday hours remaining on the books after the second to last full pay period in the payroll calendar year will automatically be cashed-out and included in the last payroll check of the calendar year.

B. The City will recognize holidays for Fire Battalion Chiefs commensurate with other fire sworn shift personnel (Municipal Code section 2-20.20 and CAM 78-2). In recognition of the current calendar year's holidays, shift fire managers shall be paid for six (6) pro-rated work shifts (at the fifty-six (56) rate of pay) effective the last pay period ending in November of each year. The six (6) pro-rated shifts shall not be converted for employees temporarily assigned to a forty (40) hour work week and will be paid at the fifty-six (56) hour rate of pay. The 40-hour Training Battalion Chief shall work the fixed holidays that fall on a regularly scheduled workday or may utilize leave time. The six (6) pro-rated shifts shall be reported to the California Public Employees Retirement System (CalPERS) as special compensation.

C. For employees separating service or starting during the calendar year, paid holiday hours will be pro-rated (rounded to the nearest half-hour) based on the number of full pay periods elapsed or remaining during the payroll year. If an employee, prior to separating service, used more floating holiday time than the pro-rated amount for the payroll year, the excess used floating holiday time will be deducted from vacation leave hours, then if needed, from the employee's final paycheck without the necessity of the City securing a judgment.

7. SALARY SURVEY PROCEDURES

The salary survey shall include for comparison purposes, the "E" step or fifth step monthly salary. For purposes of preparing a salary survey for wage and benefit consideration, the City will add 2.15 percent to the top step salary of Police Chief and 3.2 percent to the top step of Fire Chief (for salary comparison purposes only). Notwithstanding this provision, said salary survey procedures shall not be interpreted to mandate the setting of salary and/or other forms of compensation at the level indicated in the salary survey.

Originally, the parties agreed to add an additional percentage of 2.86 percent to the top step salary of Police Chief and 3.2 percent to the top step of Fire Chief for salary survey purposes until all surveyed CalPERS agencies have the EPMC.

benefit, however, due to Public Employee Pension Reform Act (PEPRA) legislation, the parties agree to reduce the percentage commensurately with the percentage of unit members in Tier I (as noted in the preceding paragraph).

8. MOVE-UP PAY

Up to a five percent (5%) differential in salary shall be allowed for those personnel who are assigned to perform duties above their classification for five (5) consecutive working days. If an employee is functioning in an acting department director capacity for more than the above stated timeframe, the employee may be placed at the appropriate step in the department director range to compensate him/her for the lengthy assignment commensurate with the assignment as determined by the City Manager or his/her designee. The employee working in a higher classification shall be compensated back to and including the first day that s/he works in the higher classification.

The City of Santa Maria strives to be a high performance organization, to recognize employees as our most important resource, and to value them for their adaptability, dedication, initiative, and contributions to meaningful results. The Public Safety Manager employees are expected to be among the top performing employees in the City. It is through their leadership and performance that the City can achieve its goal of being a high performance organization. Where employees, on a temporary basis, are assigned to perform a significant project outside the scope of their position, the City Manager may authorize payment not to exceed fifteen percent (15%) than the employee's current salary. This shall not be in addition to the standard (5%) move up pay.

The program connects individual achievement to organizational goals and provides incentives for performance. The program shall not change in anyway an employee's ability to meet the core expectations of his or her job. Unlike standard move up pay, granting this pay shall be at the sole discretion of the City Manager. The City Manager shall consider the following traits when granting this additional pay:

- Highly innovative employees
- Entrepreneurial approach to management
- Integrated into the City of Santa Maria community
- Ability to work across City departments
- Demonstrates a collaborative model
- Strong interpersonal relationships with colleagues
- Highly motivated and strong leadership skills
- Demonstratives creativity in management of programs

Additionally, the following project considerations must be reviewed when granting this pay:

- Long term
- Large scope with organizational or Citywide impacts
- Lasting impact or effect

9. BILINGUAL PAY

A salary differential shall only be paid to those employees who are required by the City Manager to use both English and Spanish in communicating with the general public while performing the duties of his/her position. Eligible employees who demonstrate appropriate skills in both speaking and understanding the Spanish language, at a basic level, shall receive a two percent (2%) salary differential above his/her regular scheduled salary, within the individual's designated classification. Eligible employees who demonstrate Spanish speaking skills at an advanced level shall receive a three percent (3%) salary differential.

The City Manager's Office will test for the skill level required.

10. EDUCATION & CERTIFICATION INCENTIVE PAY

The City will provide the below educational incentive pay upon date of hire, and it shall be paid in addition to regular pay when the education is in addition to the regular requirements of the job specifications and is work-related. An employee may not receive an aggregate of education and certification incentive more than seven-and-one-half percent (7.5%).

Fire Employees

- A.A. Degree = 2.5%
- B.A. Degree = 5%
- M.A. Degree = 7.5%
- Company Officer Certificate = 2.5%
- Chief Fire Officer Certificate = 5.0%
- Executive Chief Fire Officer Certificate = 7.5%

Police Employees

- A.A. Degree = 2.5%
- B.A. Degree = 5%
- M.A. Degree = 7.5%
- Intermediate POST Cert. = 2.5%
- Advanced POST Cert. = 5%

11. TUITION REIMBURSEMENT

The City agrees to reimburse employees up to \$1,500 per calendar year for the cost of tuition and books if a grade of "C" or better is obtained for undergraduate, and "B" or better for postgraduate; or for (Department Director approved) job-related courses taken on the employee's own time, that result in a course completion certificate issued by a recognized training organization.

Receipts must be received by the City for processing within sixty (60) days of course completion.

12. VACATIONS

With the exception of employees on at-will employment contracts, employees shall be entitled to take all vacation accrued to him/her after six (6) months of employment. Vacation accrual for non-shift managers shall be as follows:

Years	0-4	5-6	7	8	9	10-11	12	13	14	15	16	20+
Hours Earned	80	96	104	112	120	128	136	144	152	160	168	184

The vacation accrual for shift fire managers shall be as follows:

Years	0-3	4-6	7	8	9	10-11	12	13	14	15	16
Hours Earned	132	144	156	168	180	192	204	216	228	240	252

The maximum amount of vacation accumulation at any one time shall be three hundred thirty-six (336) hours for non-shift employees, four hundred sixteen (416) hours for employees on at-will employment contracts, and four hundred eighty (480) hours for shift fire employees. When an employee reaches the maximum allowable vacation credit, no additional vacation credit shall be accrued until the vacation balance is below the maximum.

During the calendar year, employees performing at an acceptable or superior level are eligible to predesignate a cash-out or sell-back up to forty (40) hours of vacation time at straight time on two occasions anytime during the payroll calendar year, so long as they have (after said cash-out) a minimum vacation balance of at least forty (40) hours on the books. This cash-out benefit shall be made in accordance with Section 3, Constructive Receipt.

During the calendar year, shift fire employees, performing at an acceptable or superior level are eligible to predesignate a cash-out or sell-back up to ninety-six (96) hours of vacation at straight time on one occasion, so long as they have (after said cash-out) a minimum vacation balance of at least ninety-six (96) hours on the books. This cash-out benefit shall be made in accordance with Section 3, Constructive Receipt.

During the 2022 and 2023 payroll calendar years, shift and non-shift employees performing at an acceptable or superior level are eligible to predesignate a cash-out or sell-back up to one hundred sixty (160) hours of vacation time at straight time on one occasion (minimum of .5 hours and max of 160 total hours) anytime during the payroll calendar year, so long as they have (after said cash-out) a minimum vacation balance of at least forty (40) hours on the books. This cash-out benefit shall be made in accordance with Section 3, Constructive Receipt.

The City will reinstate vacation accrual rates for previous years of service for former City employees who have completed twenty-six (26) pay periods and probationary period (if applicable) after returning to City employment.

13. SICK LEAVE

Sick leave will be granted to employees when they are incapacitated for the performance of duties by sickness, injury, or for medical, dental, or optical examination or treatment, and a new full-time employee shall be eligible to use sick leave for bona fide illness as it is accumulated.

Each non-shift management employee will accumulate 3.69 hours of sick leave per payroll period with no maximum accumulation, and each shift fire manager

[fifty-six (56) hour work week] will accumulate sick leave at the rate of 12.9 hours per month with no maximum accumulation.

Each non-shift management employee is eligible for up to five days per calendar year, and shift fire managers are eligible for up to four (4) shifts per calendar year, to be used for family bereavement leave charged to sick leave. Fire shift managers: For family members within the first degree of consanguinity, bereavement leave may be used per occurrence. The term "family" in this subsection shall be defined as anyone related to the employee by blood, marriage or by law within the third degree of consanguinity (see CAM 1997-03).

An employee may use up to half of his/her annually accrued sick leave for family illness. The term "family" in this subsection shall be defined as anyone related to the employee by blood, marriage, or by law within the second degree of consanguinity (see CAM 1997-03). Family illness in this regard shall be defined as when a child, spouse, or parent of the employee is ill and the nature of their condition requires that the employee provides care. Family illness may also be used by an employee when s/he is responsible (primary care giver) for the care of said family member and said member is seeking medical, dental, or optical treatment. Fire shift managers may carry over from one payroll calendar year to the next, up to a maximum of 18.6 hours of unused family illness leave. At no time shall a fire shift manager have available more than ninety-six (96) hours of family illness leave per calendar year.

Unused sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, will be converted to additional service credit at the rate of 0.004 years of service credit for each full day, i.e. two hundred fifty (250) days of sick leave for one additional year of service credit. Sick leave hours will be converted to days in the following manner: The unused hours of sick leave for which there is no compensation or remuneration will be divided by eight (8). Any fraction of a day will not be counted toward service credit. There is no limit on the amount of accumulated sick leave that can be converted to service credit. PERS rules mandate that this benefit shall apply to members whose effective date of retirement is within four months of separation from employment and who retire after the effective date of this benefit in the agency's contract. For purpose of reporting sick leave hours to PERS under the sick leave credit benefit option, sick leave hours shall be reduced only by the actual hours paid under the sick leave incentive program.

The City's sick leave incentive program shall compensate employees at the rate of fifty (50) percent for all accrued sick leave beyond two hundred forty (240) hours to a maximum of one thousand six hundred (1,600) hours when the employee leaves City service upon regular retirement, disability retirement, or death.

The City shall retire an employee prior to the exhaustion of sick leave in conjunction with an industrial or non-industrial injury upon a determination that the employee's condition is permanent and stationary for disability retirement purposes. The employee's unused sick leave shall be compensated pursuant to the terms of the City's sick leave incentive program as described above. These provisions are intended to contravene Government Code Section 21025.2 insofar as it provides

that an employee's disability retirement will not commence until all sick leave benefits are exhausted.

The City will reinstate unused sick leave balances for former City employees upon receiving documented proof from the employee as to the amount of sick leave that was unused at the time of separation for said former City employee who has returned to City employment and has completed his/her probationary period.

14. RETIREMENT

Tier III (PEPRA) employees – Police and Fire:

As defined under the Public Employee Pension Reform Act (PEPRA), public safety "non-classic" employees (aka new members) hired after January 1, 2013, shall be covered under the CalPERS 2.7% at 57 retirement benefit, based on the last thirty-six (36) months of employment (three-year average highest compensation), and the employees shall pay fifty percent (50%) of the total "normal" cost of the benefit (as determined by CalPERS annually) plus nine percent (9%) of the employer contribution, through a payroll deduction. Eligibility for other benefits provided to classic employees under this Resolution through CalPERS (as stated above) shall be determined by the provisions of PEPRA for "non-classic employees" aka new members.

Tier I employees – Police Only:

The City will provide the CalPERS 3% @ 50 retirement benefit, based on the single highest year (one-year final compensation) retirement formula for sworn police employees hired before July 1, 2011, with the City's contribution to the employee's share of retirement being nine percent (9%) and the City reporting to CalPERS the employer paid members contribution (EPMC) as special compensation for retirement purposes.

Tier 1 Unit Members shall contribute nine percent (9%) towards member contribution cost-sharing of the employer's mandated CalPERS contribution, which shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby the employee contributions shall be tax deferred.

Tier II employees – Police Only:

For classic sworn police employees hired on or after July 1, 2011, the City will provide the CalPERS 3% @ 55 retirement benefit, based on the last thirty-six (36) months of employment (three-year average highest compensation), and the employees shall be required to pay the entire members' contribution plus nine percent (9%) of the employer contribution.

In addition to the above, the City will also provide all sworn police employees with the Pre-Retirement Option 2W Death Benefit.

Tier I employees – Fire Only:

The City will provide the CalPERS 3% @ 50 retirement benefit, based on the single highest year (one-year final compensation) retirement formula for sworn fire employees hired before July 1, 2011, with the City's contribution to the employee's share of retirement being nine percent (9%) and the City reporting to CalPERS the

employer paid members contribution (EPMC) as special compensation for retirement purposes. In addition, the City will also provide said employees with the Post-Retirement Survivor Allowance.

Tier I Unit Members shall contribute eleven percent (11%) towards member contribution cost-sharing of the employer's mandated CalPERS contribution, which shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby the employee contributions shall be tax deferred.

Tier II employees – Fire Only:

For classic sworn fire employees hired on or after July 1, 2011, the City will provide the CalPERS 3% @ 55 retirement benefit, based on the last thirty-six (36) months of employment (three-year average highest compensation), and the employees shall be required to pay the entire members' contribution. The nine percent (9%) costs paid by the employee shall be done in the following method pursuant to Government Code § 20516, and in particular, subsection (f) which allows for cost sharing contracts that are inconsistent with Section 20516(a) (requiring that the cost-sharing be uniform with respect to all members in the Fire Fighter classifications). Therefore, as to classic safety unit members hired on and after July 1, 2011, only, such new hires shall contribute six percent (6%) of compensation toward the employer's mandated CalPERS contribution made on behalf of its safety employees. Additionally, said new hires shall also contribute three percent (3%) of their compensation to CalPERS, as and for the employee designated member contribution to the retirement system. To the extent authorized by CalPERS, the six percent (6%) City paid toward the member's contribution (EPMC) shall be considered to be "special compensation," for purposes of determining the members' compensation reportable to CalPERS.

Tier II Unit Members shall contribute fifteen percent (15%) towards member contribution cost-sharing of the employer's mandated CalPERS contribution.

In addition to the above, the City will also provide all public safety managers with the CalPERS Section 21024 Military Service Credit as a public service benefit; the CalPERS credit for unused sick leave benefit (see Section 11); and the 1959 CalPERS Survivor Benefit Level 4 benefit.

15. DEFERRED RETIREMENT

The City agrees to provide an IRS approved 401(a) deferred compensation plan in addition to the current 457 deferred compensation plan.

16. UNIFORM ALLOWANCE

The City shall provide sworn Police management personnel with a pro-rated uniform allowance of \$15.38 per pay period for personal maintenance (cleaning and laundering) of uniforms.

The City also agrees to furnish and replace normally worn or damaged uniform items for the sworn Police management personnel. The standards and specifications of all police uniform items shall be determined by the Police Chief.

Replacement of worn or damaged police uniforms will be subject to inspection and approval by an employee's immediate supervisor.

The City agrees to provide Fire management personnel a pro-rated uniform allowance of \$29.00 per pay period for personal maintenance (cleaning and laundering) of uniforms. The City also agrees to furnish and replace normally worn or damaged uniform items for Fire management personnel. The standards and specifications of all fire uniform items shall be determined by the Fire Chief. Replacement of worn or damaged fire uniforms will be subject to inspection and approval by an employee's immediate supervisor.

For "classic" sworn employees, as defined by PEPRA, for CalPERS purposes, the value of new and replacement uniforms will be determined by using the average per pay period cost of said uniforms for sworn personnel required per this Resolution to wear a uniform. The average cost will be calculated by using the annual fiscal year cost of uniforms for all eligible sworn personnel, dividing that annual cost by the number of eligible sworn personnel and dividing that result by the number of pay periods in the fiscal year. The per pay period average cost will be updated at the beginning of each payroll calendar year using the previous fiscal year's cost.

17. MEDICAL INSURANCE

An employee shall be eligible for medical insurance upon his/her first day of employment. The effective date of coverage may vary for new employees based upon whether or not the required premium (necessary to pay for the medical insurance) was deducted in the month prior to the benefit commencing.

The City currently provides employee medical insurance through the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). As a condition of participation in the PEMHCA plan, the CalPERS Board determines an annual Minimum Employer Contribution (MEC). The City will contribute the MEC as required by the PEMHCA per month per employee to be used solely toward City-sponsored employee medical benefits. For 2022, the MEC is \$149 per month.

Effective the first full payroll period after ratification by the City Council, the City shall provide a pro-rated monthly optional medical insurance contribution, regardless of the medical plan chosen, up to the amounts listed below at the times stated:

Employee Only	\$512.60
Employee plus one	\$692.01
Family	\$897.05

Effective the payroll period containing January 1, 2023:

Employee Only	\$543.36
Employee plus One	\$733.53
Family	\$950.87

The City shall provide a pro-rated cash-in-lieu option to those employees hired

before February 4, 2017, who do not elect to participate in the PEMHCA medical insurance plan provided they are in compliance with the below evidence of coverage provision. If an employee is in a paid status, is eligible to not participate in the PEMHCA medical insurance plan and elects the pro-rated cash-in-lieu option, the employee will receive \$413 on a monthly basis while on the City payroll.

Should the City reach a signed agreement with Local 2020, SMPAMM, and/or SMPOA that results in the elimination of the cash-in-lieu for new hires, the parties agree to adjust the cash-in-lieu benefit to be consistent with the provisions adopted by other public safety groups.

To establish eligibility for the cash-in-lieu option, employees who do not elect to use the City-sponsored medical benefits shall provide evidence of major medical insurance coverage and sign a City provided form certifying that they have other continuing major medical insurance coverage in compliance with Federal and State law and regulations. Once eligibility has been established, to maintain continued eligibility to receive the cash-in-lieu option employees shall provide said documents prior to January 31st on an annual basis, or as requested by the City. The employee must notify the City within thirty (30) days of the loss of other minimum essential coverage. The cash-in-lieu option shall no longer be payable, if the employee and family members cease to be enrolled in other minimum essential coverage.

18. LIFE INSURANCE

The City will provide employees with life and accidental death and dismemberment insurance in the amount equal to one time their annual salary, up to a maximum of \$150,000, upon his/her first day of employment. The employee will pay \$0.53 bi-weekly for the above stated employee-only insurance benefit with the City paying the remainder of the premium.

19. DENTAL AND OPTICAL INSURANCE

Employees shall be eligible for dental and optical insurance upon his/her first day of employment, and the City shall pay the full cost of the monthly premiums for employee and family coverage. The dental benefit amount is \$2,000 annually, and the City agrees to add posterior composite restoration to the current plan design.

20. POST-EMPLOYMENT HEALTH PLAN

The City will contribute \$68 per bi-weekly pay period per employee toward a post-employment health plan.

In February 2022, an election was conducted, and it was concluded that for 2022 and 2023 calendar years, upon (any type of) separation, applicable accruals will be placed in the employees Post Employment Health Plan bank.

21. PERFORMANCE BASED PAY (PBP) PROGRAM (See PBP Guidelines)

Executive managers (Department Directors) are eligible to participate in the City's Performance Based Pay Program. Department Directors may receive a PBP incentive of up to three percent (3%) of the employees' annual salary. All PBP incentives will be tied directly to job performance.

22. PROBATIONARY PERIOD

All original and promotional appointments shall be tentative and subject to a probationary period of twenty-six (26) pay periods of actual and continuous service.

23. FIRE DEPARTMENT TRAINING OFFICER – PREMIUM PAY

Premium pay shall commence on the first day of appointment to Department Training Officer and shall end on the last day of the appointment due to either the voluntary/involuntary reassignment to shift battalion chief, separation, or retirement. Premium pay shall be removed for any absences (except vacation) of ten (10) consecutive working days or more. If the Training Officer works in a suppression (shift) capacity, he or she will be paid the premium pay at the fifty-six (56)-hour rate.

24. LAYOFF

The layoff procedures for public safety managers shall be consistent with those of the Santa Maria Police Association of Middle Management (SMPAMM).

25. SERVICE CLUB PARTICIPATION

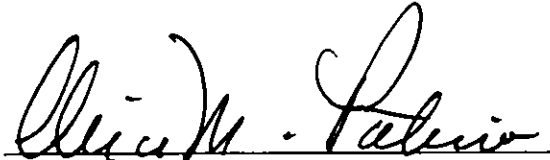
City recognizes the desirability of representation in and before local civic organizations that meet in the City of Santa Maria and are a benefit to the community. The City also encourages public safety managers to participate in said clubs (i.e., Rotary, Kiwanis, Lions, etc.). In that regard, the City shall pay necessary expenses for dues and meals for said participation. The City will not reimburse employees for any service club-related fines or event costs (i.e. ticket purchases, auction items, etc.).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria held this 2nd day of March 2022.

ATTEST:

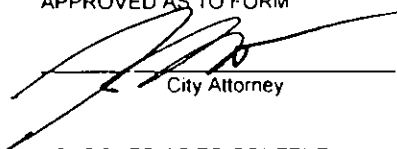


Chief Deputy City Clerk




Mayor

APPROVED AS TO FORM



City Attorney

APPROVED AS TO CONTENT



Department Director



City Manager

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF SANTA MARIA)

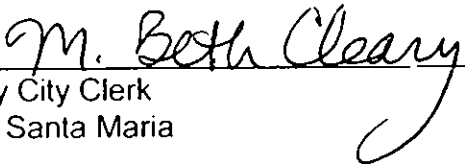
I, **M. Beth Cleary**, Deputy City Clerk of the City of Santa Maria and ex officio Clerk of the City Council **DO HEREBY CERTIFY** that the foregoing is a full, true and correct copy of **Resolution No. 2022-24b** which was duly and regularly introduced and adopted by said City Council at a regular meeting held **March 2, 2022**, and carried on the following vote:

AYES: Councilmembers Cordero, Escobedo, Soto,
 Waterfield, and Mayor Patino.

NOES: None.

ABSENT: None.

ABSTAIN: None.



Deputy City Clerk
City of Santa Maria