

SIDE LETTER OF AGREEMENT

CITY OF SAN MARCOS

AND

SAN MARCOS CLASSIFIED MISCELLANEOUS EMPLOYEES' ASSOCIATION

This side letter of agreement is by and between the CITY OF SAN MARCOS ("City") and the SAN MARCOS CLASSIFIED MISCELLANEOUS EMPLOYEES' ASSOCIATION ("SMCMEA") (collectively "the Parties") and is entered into with respect to the following;

WHEREAS, the City and SMCMEA have previously entered into a memorandum of understanding ("MOU") covering the period July 1, 2025 through June 30, 2027; and

WHEREAS, the Parties have discussed the need to revise the job description for the Traffic Signal/Lighting Technician job classification to require that the International Municipal Signal Association (IMSA) Level 1 certification be maintained throughout employment in the classification; and

WHEREAS, the Parties have identified the need for further language in the MOU to provide clarity regarding City reimbursement for expenses relating to maintaining and renewing all certifications that are identified as mandatory in job descriptions for positions represented by SMCMEA

WHEREAS, the Parties have met and conferred regarding the subject of reimbursement for training and continuing education costs to maintain required certifications; and

WHEREAS, the Parties have determined to memorialize their agreement on reimbursement by this side letter.

NOW, THEREFORE, the Parties hereby agree as follows:

Notwithstanding any other provision of the MOU, the City agrees that for any certification that is required as a condition of employment and identified in the job description, the City will:

1. Pay for necessary expenses to maintain the certification, including renewal fees, required continuing education, and required re-testing; and
2. Provide reasonable release time during scheduled work hours to complete required certification maintenance activities. Requests for such time shall be submitted via writing in advance and shall not be unreasonably denied. If a request is denied due to operational needs, the supervisor will work with the employee to identify an alternate date or time.

The Parties agree that the provisions of this Side Letter are intended to be incorporated into the MOU during the next formal bargaining cycle. At that time, the Parties will meet and confer over placement and structure within the MOU. Until such time, this Side Letter shall remain in full force and effect and shall not be interpreted as modifying other provisions of the MOU beyond the specific subject of required certifications addressed herein.

SAN MARCOS CLASSIFIED MISCELLANEOUS
EMPLOYEES ASSOCIATION

By: 
Anthony Alvarado, Association Representative

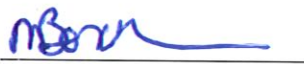
By:  5/28/26
Quiason Holt, Association Representative

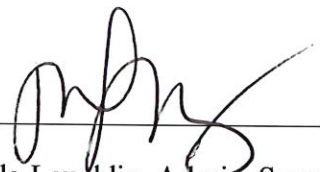
By:  5/26/24
Miguel Estrada, Association Representative

By:  5-28-26
Cesar Guillen, Association Representative

By: 
Christian Fortmueller, Association Representative

CITY OF SAN MARCOS

By: 
Michelle Bender, City Manager

By: 
Janelle Laughlin, Admin. Serv. Dir.

By: 
Stacy Armacost, HR/Risk Manager

By: 
Tim Selke, Public Works Director