MEMORANDUM OF UNDERSTANDING

CITY OF TUSTIN

and

TUSTIN POLICE OFFICERS ASSOCIATION
POLICE MANAGEMENT REPRESENTATION UNIT

TERM:
July 1, 2015 – June 30, 2018

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MEMORANDUM OF UNDERSTANDING

CITY OF TUSTIN
AND
TUSTIN POLICE OFFICERS ASSOCIATION – POLICE MANAGEMENT REPRESENTATION UNIT

WHEREAS, in accordance with the provisions of the California Government Code Sections 3500 et seq. and Section 17 (Employer-Employee Organization Relations) of the Personnel Rules of the City of Tustin, City representatives have met and conferred in good faith with the Tustin Police Officers Association pertaining to the wages, hours, benefits and conditions of employment for employees in the Police Management Representation Unit (hereinafter sometimes referred to as TPMA or Association); and

WHEREAS, the meeting between the Association and City representatives has resulted in an agreement and understanding to recommend that the employees represented by the Association accept all of the terms and conditions as set forth herein and that the City representatives recommend to the City Council that it adopt by resolution or resolutions the changes and additions to the wages, hours and conditions of employment for the police management employees as set forth herein.

W I T N E S S E T H

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tustin authorizes staff to implement the provisions of this Memorandum of Understanding (MOU) and modify the City's Classification and Compensation Plans to reflect the changes approved in this MOU, and that the wages, hours and conditions of employment be adopted and set forth as follows:

CHAPTER 1 – GENERAL PROVISIONS

Article 1. Recognition

A. The City has previously recognized the Tustin Police Officers Association – Police Management Representation Unit as the majority representative of employees in the Police Management Representation Unit for purposes of representation on issues of wages, hours and other terms and conditions of employment. As majority representative, the Association is empowered to act on behalf of all employees who hold positions in classes in the Police Management Representation Unit whether or not they are individually members of the Tustin Police Officers Association.

B. The classifications constituting the Police Management Representation Unit are Police Lieutenant and Police Sergeant.

Article 2. Entire Agreement

The City and TPMA agree that any City resolutions, ordinances, rules, regulations or practices that are in conflict with the MOU and its provisions are subordinate to this MOU and where conflicts exists this memorandum of understanding shall prevail.

Article 3. Reopener

Prior to January 1, 2017 either side may request to meet and confer for the purpose of effecting changes to this MOU to go into effect on January 1, 2017 or later.

Article 4. Severability

If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this Agreement shall not render invalid the remaining part hereof.

Article 5. Binding on Successors

This Agreement shall be binding on the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected or changed in any way whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto.

Article 6. Notices

Notices hereunder shall be in writing and, if to TPMA, shall be mailed to President, Tustin Police Officers Association, Post Office Box 1516, Tustin, California 92781; and, if to the City, shall be mailed to City Manager, City of Tustin, 300 Centennial Way, Tustin, California 92780.

Article 7. Payroll Deductions

Deductions of authorized amounts may be made from an employee's pay for the following purposes:

1. Withholding tax.
2. Contributions to retirement benefits, including deferred compensation.
3. Contribution to survivor benefits.
4. Payment of life insurance and accidental death and dismemberment insurance premiums.
5. Payment of non-industrial disability insurance premium.
6. Payment of hospitalization and major medical insurance premium.
7. Payment to a City dependent care or medical care reimbursement account pursuant to IRC Section 125.
8. Payment of supplemental insurance premium.
9. Payment to or savings in a credit union or bank.
10. Contributions to United Way, Community Health Charities or other designated charity organizations.
11. Payment of membership dues and any authorized fees to TPOA.
12. Payment of authorized TPOA deductions.
13. Payment for non-return of uniforms and/or equipment issued.
14. Repayment of unearned Advance Holiday Pay.
15. Other purposes as authorized by the City.

CHAPTER 2 – COMPENSATION

Article 8. Salary

A. Salary ranges for represented classifications are listed in Appendix A.

B. Effective the pay period which includes July 1, 2015, employees in the bargaining unit shall receive a four percent (4%) base salary increase.

C. Effective the pay period which includes July 1, 2016, employees in the bargaining unit shall receive a three and one-half percent (3.5%) base salary increase.

D. With the paycheck issued for the pay period which includes July 1, 2017, all unit employees who are employed by the City on the effective date will receive a one-time lump sum payment of seven thousand nine hundred and thirty one dollars ($7,931.00). In accordance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), this lump sum payment will not be reported to CalPERS for purposes of retirement.

Article 9. Overtime Compensation

A. Employees in the unit are subject to different work schedules. However, all employees are scheduled to work 160 hours in the 28 day FLSA work period.

B. Overtime is subject to pre-approval by the employee's supervisor. The City shall pay Police Sergeants overtime compensation at the rate of time and one-half (1 ½) for all hours worked in excess of:

   1. Regularly scheduled hours per shift; or

   2. Hours worked on a day the employee is not regularly scheduled to work; or

   3. Hours worked in excess of 160 hours in the 28 day FLSA work period.

C. General Leave, Compensatory Time Off and Holiday hours paid shall be counted as hours worked in these calculations.

Article 10. Uniform Allowance

Employees will be paid a uniform allowance of $429 per year, paid biweekly ($16.50 per pay period for 26 pay periods per year) for the purchase, rental and/or maintenance of the required uniforms. The parties agree that for "classic members" as defined by the Public Employees' Pension Reform Act of 2013, this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5) as Uniform Allowance. Special motor officer gear and officer public safety leather gear required by the department will be provided.

Article 11. Bilingual Pay

Unit employees who successfully pass the City's examination for conversational skill in a language other than English (which the Director of Human Resources has approved as being needed for City business) are eligible to receive $100 per month ($46.15 per pay period) as a Bilingual Pay incentive. The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as Bilingual Premium. Individuals are eligible to receive Bilingual Pay at the beginning of the first pay period after Human Resources receives the employee's test score demonstrating conversational proficiency. Should a conflict arise regarding designation of an employee for compensation, proficiency and/or need the Director of Human Resources shall determine who is eligible. The City is responsible for the development and administration of a testing vehicle to determine proficiency. In addition, management will determine where within its discretion bilingual proficiency is necessary in a particular work area and if so will compensate for it.

Article 12. Educational Incentive Pay

A. Unit employees are eligible to receive Educational Incentive Pay at the beginning of the first pay period after Human Resources receives and certifies the employee has met all of the eligibility requirements.

B. To apply for Educational Incentive Pay, an employee must be actively at work, provide official documentation of the required degree (associate's, bachelor's, or master's) and provide a copy of the applicable POST certificate (Supervisory POST or Management POST) and have completed any applicable service requirements.

C. Educational Incentive Pay requirements and amounts are as follows:

1. Police Lieutenant

Degree / Certificate	Amount
Associate's	$250/month ($115.38/pay period)
Bachelor's	$375/month ($173.07/pay period)
Master's	$425/month ($196.15/pay period)
Bachelor's + Management or Supervisory POST	$450/month ($207.69/pay period)
Master's + Management or Supervisory POST	$475/month ($219.23/pay period)

2. Police Sergeant

Degree / Certificate / Experience	Amount
Associate's	$250/month ($115.38/pay period)
Bachelor's	$375/month ($173.07/pay period)
Master's	$425/month ($196.15/pay period)
Bachelor's + Supervisory POST + 4 years as a Sergeant	$450/month ($207.69/pay period)
Master's + Supervisory POST + 4 years as a Sergeant	$475/month ($219.23/pay period)

D. If a Sergeant promotes to a Lieutenant, the Sergeant will not lose Educational Incentive Pay.

The parties agree that this is special compensation and shall be reported as such, to the greatest extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) as Educational Incentive.

Article 13. Standby Duty

A. Police Sergeants shall be compensated for Standby Duty at the rate of two (2) hours of straight time for each eight (8) hours required, including Holidays. If an employee is on Standby Duty and the Standby status is canceled, the employee will still receive the full amount of Standby Pay appropriate for the time frame involved.

B. Standby Duty for scheduled court appearances on behalf of the City shall be compensated at a rate of two (2) hours of straight time for morning (a.m. hours) appearances and two (2) hours of straight time for afternoon (p.m. hours) appearances. If a scheduled Standby Duty is canceled and the employee is not advised (either via phone call or voice mail) of the cancellation before 6:00 p.m. on the day prior to the subpoena date, the employee shall receive two (2) hours of Standby Pay. A reasonable effort by the City (e.g., phone call or voice mail) to notify the employee prior to 6:00 p.m. on the day prior will negate the two (2) hours of Standby Pay. Employees who are scheduled for Standby Duty shall advise the department of a telephone number where they can be either reached or a message can be left to advise them of a cancellation.

Article 14. Call-Back Duty

In addition to Standby Pay, if any, a Police Sergeant shall receive a minimum of two (2) hours of overtime compensation paid at a time and one-half (1 ½) rate for any call (fifteen (15) or more minutes beyond the end of his/her shift) which required him/her to return to duty that does not involve a court appearance.

Article 15. Court Pay

A. Police Sergeants shall be paid at a rate of time and one-half (1 ½) for actual time spent in City-required court appearances that occur during the employee's off-duty hours. A minimum of two (2) hours of Court Pay will be provided for court appearances scheduled in the morning (8:00 a.m. – 12:00 p.m.) and/or a minimum of two (2) hours will be paid for court appearances scheduled in the afternoon (12:00 p.m. – 5:00 p.m.).

B. Employees receiving Court Pay do not also receive Standby compensation for court appearances for the same time period.

Article 16. Shift Differential Pay

Unit employees who are regularly assigned to the graveyard shift (shift begins at 6:00 p.m. and ends at 6:00 a.m. the following day) or to a shift where all hours worked falls between the hours of 6:00 p.m. – 6:30 a.m. shall receive $100 per month ($46.15 per pay period) for each month worked on said shift. Special Enforcement Detail (SED) Team members are eligible for Shift Differential Pay as long as the unit's regular schedule is the graveyard shift. If the Police Department temporarily and indefinitely modifies the work schedule of the SED Team in order to meet the changing priorities and needs of the department, SED Team members will remain eligible for Shift Differential pay during this time. The

parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as Shift Differential. This differential is designed to compensate the employee for the inconvenience of working this particular shift.

Article 17. Acting Pay

A Police Sergeant assigned to temporarily work in the classification of Police Lieutenant will receive Acting Pay of 5% of base pay. If a Police Sergeant who is receiving Acting Pay is required to work overtime performing Sergeant-level duties, the employee is entitled to overtime compensation for these additional hours but shall not receive the 5% Acting Pay for those hours. If the Police Sergeant is required to work overtime performing Lieutenant-level duties, the employee is not entitled to any additional compensation for these additional hours. This rate will be paid effective the beginning of the first full pay period in which the employee serves in the Acting assignment.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), the monetary value of Acting Pay shall be reported to CalPERS as Special Compensation. The parties agree that Acting Pay ("Temporary Upgrade Pay") is described in Title 2 CCR, Section 571(a)(3) as a "premium pay" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

CHAPTER 3 – BENEFITS

Article 18. Flexible Benefits Plan

A. The City contracts with the California Public Employees' Retirement System (CalPERS) for the provision of medical insurance. All employees in the bargaining unit shall receive the minimum amount required under the Public Employees' Medical and Hospital Care Act (PEMHCA) ($122 per month for calendar year 2015, and a yet to be determined amount for subsequent calendar years) as well as an additional amount which is provided under a Section 125 Flexible Benefits program. The amounts below include the minimum amount under PEMHCA.

B. Effective the pay period which includes July 1, 2015, the flexible Benefits contribution per month per eligible employee will be $1,275 per month per eligible employee.

C. Effective the pay period that includes July 1, 2016, the flexible Benefits contribution per month per eligible employee will be $1,325 per month per eligible employee.

D. Effective the pay period that includes July 1, 2017, the flexible Benefits contribution per month per eligible employee will be $1,375 per month per eligible employee.

E. Employees who do not take medical insurance through the program offered by the City shall receive $400 per month effective July 1, 2015, $425 per month effective July 1, 2016 and $450 per month effective July 1, 2017 as the Flexible Benefits Opt-Out contribution. As a condition of receiving such amount, the employee must provide evidence, satisfactory to the City, that he/she has medical insurance coverage comparable to coverage available through the City program. If the employee also opts out of the City's dental insurance, the employee must also provide evidence, satisfactory

to the City, that he/she has dental insurance coverage comparable to coverage available through the City program.

F. The Flexible Benefits contribution consists of mandatory and discretionary allocations which may be applied to City-sponsored programs, including required payment towards employee medical insurance under the Public Employees' Medical and Hospital Care Act (PEMHCA). At minimum, employees are required to take employee only medical and dental insurance, with premiums paid out of their Flexible Benefits contribution. Employees may allocate the remaining amount among the following programs:

1. Medical insurance
2. Dental insurance
3. Additional life insurance
4. Vision insurance
5. Deferred compensation
6. Section 125 Flexible Spending Account for medical or dependent care reimbursement
7. Eligible catastrophic care programs
8. Cash

Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs.

G. The Section 125 Flexible Benefits program will be continued in full force and effect for the duration of this Agreement unless changed by mutual agreement of the City and Association. The City retains the right to change administrators.

Participation in the Section 125 medical and/or dependent care reimbursement programs is voluntary and employee-funded.

Article 19. Retirement

A. All employees covered under this Agreement shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

B. Employees first hired by the City as Local Safety Members prior to January 1, 2012 shall be provided the CalPERS 3% @ 50 retirement formula in accordance with Government Code section 21362.2.

1. These employees are responsible for paying the employee contribution of 9% of the employee's wages through a pre-tax payroll deduction. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

2. These employees are also responsible for paying an additional pension contribution of three percent (3%) as cost sharing in accordance with Government Code section 20516(f), for a total employee pension contribution of twelve percent (12%). If, at any time in the future, the Association informs the City that it no longer agrees to this cost sharing agreement, effective on

the date of the elimination of the cost sharing (which would need to coincide with the expiration date of the MOU) these employees' base salary would be reduced by an amount equal to the value of this three percent (3%) cost sharing.

3. The plan has been amended to include Section 21574 (Fourth Level of 1959 Survivor Benefits), Section 20042 (One-Year Final Compensation), and Section 21024 (Military Service Credit as Public Service). The employee is responsible for paying the employee portion of the 1959 Survivor benefit premium.

C. Employees first hired by the City as Local Safety Members on or after January 1, 2012, excluding any individuals defined as "new members" by the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be provided the CalPERS 2% @ 50 retirement formula.

1. These employees are responsible for paying the employee contribution of 9% through a pretax payroll deduction. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

2. These employees are responsible for paying an additional pension contribution of three percent (3%) as cost sharing in accordance with Government Code section 20516(f), for a total employee pension contribution of twelve percent (12%). If, at any time in the future, the Association informs the City that it no longer agrees to this cost sharing agreement, effective on the date of the elimination of the cost sharing (which would need to coincide with the expiration date of the MOU) these employees' base salary would be reduced by an amount equal to the value of this three percent (3%) cost sharing.

3. The plan includes Section 21574 (Fourth Level of 1959 Survivor Benefits) and Section 21024 (Military Service Credit as Public Service). The employee is responsible for paying the employee portion of the 1959 Survivor benefit premium. This plan provides retirement benefits based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or as designated by the employee in accordance with Government Code Section 20037.

D. Employees first employed by the City on or after January 1, 2013 who are defined as "new members" by the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be enrolled in the CalPERS 2.7% @ 57 plan for Local Safety members.

1. The employee is responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. Effective the pay period including July 1, 2015, the employee contribution is 11.50%. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

2. The plan includes Section 21574 (Fourth Level of 1959 Survivor Benefits) and Section 21024 (Military Service Credit as Public Service). The employee is responsible for paying the employee portion of the 1959 Survivor benefit premium. This plan provides retirement benefits based on the highest annual average compensation earnable during the three consecutive years of

employment immediately preceding the effective date of his or her retirement or as designated by the employee in accordance with Government Code Section 7522.32(a).

Article 20. Deferred Compensation

For each unit employee, the City shall contribute 2% of the employee's base salary to a Section 401(a) deferred compensation plan. It is the responsibility of each employee to complete the necessary paperwork and take required steps to enroll in the plan. Should an employee fail to enroll, the City is under no obligation to make retroactive contributions on behalf of said employee. Employees hired into this unit shall be provided with notification of the deferred compensation program, including the amount of employer contributions, during employee orientation.

Article 21. Employee Life Insurance

A. The City will provide life insurance on the life of each regular, permanent full-time, employee and pay the required premiums. The death benefit of said insurance shall be one hundred percent (100%) of the employee's base annual salary to the nearest multiple of $1,000, up to a maximum of $200,000. The City will also provide $1,000 per dependent of dependent life insurance.

B. The City shall also make available, at the employee's option, a supplemental life insurance policy. The premium of the supplemental policy shall be paid by the employee.

Article 22. Long-Term Disability (LTD) Plan

A. The TPOA-provided Long-Term Disability (LTD) Insurance Plan specifically for sworn police personnel in effect as of January 1, 2000 shall continue in full force and effect during the term of this agreement unless changed by the mutual agreement of the City and the Association.

B. The City will contribute $20.50 per month per unit employee to the TPOA LTD Fund.

C. In addition to provisions of the TPOA LTD Plan, the City will provide a supplemental benefit during the initial 30 days of leave (the elimination period) if the duration of the leave exceeds 30 days.

   In the event a non-industrial illness or injury is anticipated to exceed 30 days, the employee is first required to use 80 consecutive hours of his/her accrued leave during the 30 day period beginning with the first day of the leave. In the event no leave time is available, the employee shall be on leave without pay for 80 consecutive hours.

   After the first 80 hours of leave, and for the remainder of the 30 day elimination period, the employee shall be compensated by the City at the rate of 60% of the employee's pre-disability base salary. This City payment is taxable income. The employee may supplement this City payment with accrued leave (General Leave or Compensatory Time Off) to enable him/her to receive an amount equivalent to no more than 100% of his/her pre-disability earnings.

D. Provided an employee is eligible for FMLA/CFRA leave, Flexible Benefits will be continued for ninety days of a disability leave and such time will be counted towards satisfying Federal Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) requirements.

E. Eligibility for City benefits provided in Parts C and D of this Article is conditioned upon the City's receipt of proof of disability.

Article 23. Tuition Reimbursement

Employees shall be encouraged to further their academic education and training in those areas of benefit both to the employee and to the City. Full-time employees shall be eligible for tuition reimbursement and will be eligible for reimbursement of eligible expenses by the City for professional and technical courses subject to the following conditions:

1. Department head and Director of Human Resources approval must be obtained before enrollment in the course.

2. Reimbursement shall be made for tuition fees, textbooks, lab fees, and/or required supplies, upon completion of the course with a satisfactory grade (a grade of "C" or better) and after the completion of the initial probationary period. Requests to enroll in courses may be granted prior to the completion of probation. However payment will not be made until the employee has completed the probationary period and attained regular status.

3. Tuition reimbursement shall not be made if the employee is drawing veteran's education benefits or any other reimbursement for the same course.

4. Employees may be reimbursed for up to $4,000 per calendar year in covered expenses for attending graduate school, a four-year college or university, or a job-related program through University of California or California State University extended education programs and $2,000 per year for attendance at a California Community College. This reimbursement benefit may be used for other job-related educational programs administered by other professional organizations with the express approval of the City Manager. If an employee separates from City service within one calendar year of receiving this Tuition Reimbursement benefit, the employee is responsible for refunding the City the full amount of the benefit that was paid. Funds will be deducted from the employee's final paycheck to cover the re-payment of the tuition reimbursement.
5. The City has set up procedures that allow for expedient reimbursement for classes taken and fees paid. Employees may request reimbursement in the calendar year that the class is taken and completed. Failure to request reimbursement in a timely manner and/or classes taken in excess of the allowable reimbursement level cannot be carried over to a future year reimbursement period.

Article 24. Car Allowance

Police Lieutenants will receive a car allowance of $150 per month ($69.23 per pay period).

Article 25. Retiree Medical Insurance

A. The City will reimburse eligible unit employees up to a maximum of $350 per month for the payment of CalPERS retiree medical insurance premiums. This amount includes the minimum contribution towards retiree medical insurance required under the PEMHCA program ($122 per month for calendar year 2015, and a yet to be determined amount for subsequent calendar years).

B. A unit employee hired by the City prior to July 1, 2011 is eligible for this benefit provided that he/she has been continuously employed by the City for five (5) full years, retires from the City and CalPERS, and enrolls in a CalPERS medical insurance plan immediately after retirement. Eligible employees, who suffer a disability, are unable to return to work, and take a disability retirement from CalPERS may satisfy the five (5) year continuous service requirement using a combination of service with the City and service with any public agency with a reciprocal retirement system.

C. A unit employee hired by the City on or after July 1, 2011 is eligible for this benefit provided that he/she has been continuously employed by the City for ten (10) full years, retires from the City and CalPERS, and enrolls in a CalPERS medical insurance plan immediately after retirement. Eligible employees, who suffer a disability, are unable to return to work, and take a disability retirement from CalPERS may satisfy the ten (10) year continuous service requirement using a combination of service with the City and service with any public agency with a reciprocal retirement system.

D. Reimbursement shall not be made until an employee appears on the City's CalPERS insurance billing. In order to maintain the retiree medical insurance stipend throughout retirement, an employee must maintain coverage in a CalPERS medical insurance plan; once coverage is dropped, reimbursement will cease and will not be reinstated.

CHAPTER 4 – LEAVES OF ABSENCE

Article 26. General Leave

A. Paid General Leave shall be granted to each full-time employee at the rates listed below per year, prorated on a biweekly basis for each biweekly pay period in which the employee is in paid status for at least 40 hours of the pay period. If the employee is in paid status between 40-80 hours of a pay period, his/her General Leave will be earned on a prorated basis for the pay period.

Periods of Service	General Leave Hours Per Year	Maximum Accrual
0-5 years	160 hours	320 hours
6-10 years	208 hours	416 hours
Over 10 years	248 hours	496 hours

B. The Chief of Police may annually grant an additional eight (8) hours of General Leave to each employee whose performance is satisfactory. This may occur one time per calendar year.

C. Once per fiscal year an employee may request that he/she be paid for a maximum of forty (40) hours of General Leave, or eighty (80) hours if the employee has six (6) or more years of City service. Requests for cash out must be received no later than two weeks prior to the paycheck date when

the cash out is requested. The right to cash out 40 or 80 hours of accrued General Leave discussed herein is separate and apart from the cash out of hours from the Excess General Leave Bank ("EGLB") discussed below. For all three years of the term of this MOU (July 1, 2015 through June 30, 2016, July 1, 2016 through June 30, 2017 and July 1, 2017 through June 30, 2018) once per fiscal year employees may cash out additional accrued General Leave as follows based on years of service used to determine General Leave accrual rates provided employees have at least 160 hours of accrued General Leave at the time of cash out:

0-5 years	40 additional hours per year
6-10 years	50 additional hours per year
Over 10 years	60 additional hours per year

D. The additional hours may be cashed out at the same time as the initial 40 or 80 hours or at one additional time during each fiscal year. Additionally, any of the GL cash-out may be directed to the employee's deferred compensation account up to the statutory limits for deferred compensation (in 2015, the statutory limits are $18,000 per year, with a catch-up limit of $36,000).

E. Each employee is responsible for managing his/her General Leave bank. Employees wishing to stay below the General Leave cap are encouraged to regularly monitor their leave accrual balances that are provided on each biweekly paycheck, provide the department with as much advance notice as possible when requesting to use General Leave for time off, be flexible when requesting to take time off during periods of heavy usage or staffing shortages, and take advantage of the General Leave cash out program.

The department will not unreasonably deny an employee's request to use General Leave. Supervisors will be fair and reasonable in reviewing employee requests to use General Leave and will balance the wishes of the employee with the operational and safety needs of the department and the efficient use of the City's resources.

If an employee requests to take time off using General Leave and has not fully used the General Leave cash out program, the fact that an employee is at his/her General Leave accrual cap shall not be cause for the department to automatically grant the employee's request to use General Leave.

F. Upon reaching the maximum, accrual will cease until leave is used to reduce the accrual below the maximum. Upon separation from City service the employee will be paid for unused General Leave, not to exceed the maximum of two (2) years entitlement, at the employee's then current base salary rate. Should an employee request to use General Leave in accordance with department procedures and be denied the use of leave which will result in the employee reaching his/her maximum accrual cap, the Director of Human Resources will be notified to facilitate an agreeable remedy for both parties.

G. Mandatory cash out of all remaining Excess General Leave Bank will be paid to employees with the second paycheck in July 2015. Should employees with an EGLB wish to cash out General Leave pursuant to Article 26.C, the hours to be cashed out must first be taken from the EGLB.

H. The use of General Leave for a reason other than non-industrial illness or injury must be approved by the department head and due regard shall be given to the employee's preference in scheduling such paid leave time.

I. Advanced General Leave is available under the following provisions:

a. A unit member requests a leave of absence for a "serious health condition" as that term is defined under the FMLA/CFRA for him or herself, a child, parent, spouse or registered domestic partner; and
b. At the time of the leave, the employee has a minimum of eighty (80) hours of General Leave accrued; and
c. The employee exhausts his/her General Leave accrual; then
d. Upon request of the employee, the City will grant an advance of one-hundred twenty (120) hours of General Leave for use in conjunction with the serious health condition (as defined above).

The Advanced General Leave must be repaid to the City once an employee returns to work. Advanced General Leave will be repaid by transferring newly accrued General Leave back to the City until full repayment of the leave has been returned. However, should an employee request and receive Catastrophic Leave donations, the City will have any advanced hours returned from the catastrophic leave donation bank to the City prior to providing the employee use of the donated hours.

Article 27. Compensatory Time Off

A. In lieu of receiving cash payment for overtime, a Police Sergeant may elect to be credited with Compensatory Time Off at the rate of time and a half, subject to a maximum accrual of eighty (80) hours.

B. The time during which an employee may take Compensatory Time Off shall be subject to approval by the Chief of Police or designee with due regard for the wishes of the employee and for needs of the service. However, an employee wishing to use his/her accrued Compensatory Time Off shall provide the City with reasonable notice of such request. Reasonable notice is defined as two calendar weeks. If reasonable notice is provided, the employee's request will not be denied unless it would be unduly disruptive to the department to grant the request. A request to use Compensatory Time Off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

C. Upon separation from City service, an employee shall be compensated for all accrued Compensatory Time Off at his/her regular rate of pay.

Article 28. Administrative Leave

A. As exempt employees under the Fair Labor Standards Act (FLSA), Police Lieutenants are compensated for meeting the requirements and performing the duties of their job regardless of the number or scheduling of hours worked. In lieu of overtime compensation, the City shall provide Police Lieutenants with an annual credit of forty (40) hours of paid Administrative Leave each January.

B. During the first calendar year of employment, Police Lieutenants shall be granted a prorated share of Administrative Leave at time of appointment, with the amount dependent upon the employee's hire date as follows:

Hire Date	Administrative Leave
1st Quarter (January – March)	40 hours
2nd Quarter (April – June)	30 hours
3rd Quarter (July – September)	20 hours
4th Quarter (October – December)	10 hours

C. Each January, subject to guidelines established by the City Manager, the Chief of Police may grant each Police Lieutenant up to an additional forty (40) hours of Administrative Leave, based on the individual's prior year's job performance and his/her commitment of time dedicated to City business in excess of his/her regular work schedule. An employee whose performance is in need of improvement, pursuant to a performance evaluation or performance improvement plan, is not eligible to receive additional Administrative Leave. After the conclusion of the first calendar year of employment, Police Lieutenants shall eligible for a prorated share of additional Administrative Leave, in accordance with the same guidelines as those governing the initial granting of Administrative Leave at time of appointment, as specified in this Article (e.g. an employee hired in the 3rd Quarter of Year 1 is eligible for up to 20 additional hours of Administrative Leave in January of Year 2).

D. The accrual of Administrative Leave is limited to a maximum of eighty (80) hours at any time. Granting a request to use Administrative Leave is within the discretion of the Chief of Police.

Article 29. Holidays

A. The following Holidays are observed by the City:

January 1	New Year's Day
Third Monday In January	Martin Luther King Jr. Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Thanksgiving Day	Thanksgiving Day
Day following Thanksgiving Day	Day after Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day
December 31	New Year's Eve

B. Except as otherwise provided, when a Holiday occurs on a Sunday, the following Monday will be observed instead and when a Holiday occurs on a Saturday, the preceding Friday will be observed instead.

C. For the designated Holidays, employees are eligible for nine (9) hours of paid time off for each full day. Unless operational needs, as determined by the Chief of Police, require that the time be taken at some other date the time off will be taken on the scheduled Holiday. If the Holiday hours paid on a Holiday or substituted day off are less than the employee's regularly scheduled hours, the employee may use accrued Compensatory Time Off or General Leave to ensure that hours paid will be the same as would regularly be paid for the day.

D. In December of each year, each regular and promotional probationary employee will be granted Advance Holiday Pay, a cash out of his/her Holiday credit for the following year in lieu of having time off. The employee must have General Leave accrued in an amount equivalent to the Holiday cash out requested to be eligible for full payment of the Advance Holiday Pay in January. In the event the employee does not have the required hours in his/her General Leave bank, pursuant to the City's leave report for Pay Period 25 of each year, the Advance Holiday Pay shall be made in two installments, forty-five (45) hours in January (January – September holidays) and fifty-four (54) hours in October (October – December holidays).

   In the event that an employee separates from service and has used and/or been paid for Holidays in excess of the pro-rata earned hours per month, the overage shall be deducted from his/her final check.

   In the event an employee is on unpaid status immediately before or after the holiday, or is not otherwise eligible to receive a paid Holiday, and has received Advance Holiday Pay, the City shall reduce the employee's leave bank(s) by the amount of hours of any unearned Holiday previously paid on the payroll immediately following the Holiday (or as soon as the overpayment is discovered).

E. Newly hired probationary employees are not eligible for Advance Holiday Pay and will be paid for each Holiday as it occurs.

F. The parties agree that Holiday Pay is additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and shall, to the extent legally permissible, be reported as special compensation pursuant to Title 2 CCR, Section 571(a)(5).

Article 30. Bereavement Leave

The City will allow up to fifty (50) hours of paid leave for the purpose of Bereavement Leave in the event of a death in the immediate family. For purposes of this section, "immediate family" shall be defined as including spouse, registered domestic partner, mother, stepmother, father, stepfather, brother, sister, child, stepchild, grandparent, or grandchild of the employee or the employee's spouse/registered domestic partner. Bereavement Leave is intended to allow time for an employee to mourn the loss of a loved one and/or to assist family members during a time of loss. In the event an extended absence or travel is necessary, the employee may request to use General Leave to supplement Bereavement Leave.

CHAPTER 5 – WORKING CONDITIONS

Article 31. Attendance

A. All bargaining unit employees shall be in attendance at work in accordance with the rules regarding hours of work, holidays, and leaves.

B. Any employee who is absent from duty shall report the reason for such absence to the department head or immediate supervisor prior to the absence as far in advance as possible and in no case later than two (2) hours before the beginning of the employee's scheduled work shift. Absences not reported in such manner may be considered absence without leave. A deduction of pay may be made for the duration of any absence without leave. Upon return to work, such absence shall be justified to the department head who shall consider the need for disciplinary action or to approve the absence as unavoidable and allow the employee to make up the lost time or cover it with General Leave.

C. Absence from work without approved leave and without reasonable cause for three (3) consecutive scheduled work days may be cause for immediate discharge.

D. If an employee has a leave of absence without pay in excess of thirty (30) calendar days, continuous service shall be considered interrupted for purposes of advancement within a salary range. Absence with pay shall not be considered an interruption of an employee's continuous service and shall not be deducted in computing total city service time.

Article 32. Work Schedules

A. Police Lieutenants and Police Sergeants work schedules under Section 207(k) of the Fair Labor Standards Act (FLSA).

B. Department work schedules include:

1. The 4/10 work schedule. In each seven (7) calendar day period, the employee works four 10-hour days where the scheduled work shift commences and ends at the same time each day followed by three consecutive days off.

2. The 3/12.5 work schedule. In each seven (7) calendar day period, the employee works three 12.5 hour days where the scheduled work shift commences and ends at the same time each day and is followed by four consecutive days off. During the 28 day work cycle, the employee must work one additional 10-hour shift.

C. Individual changes to the work schedule described above will be upon mutual agreement between the department and the employee.

D. The department will select shifts as follows:

1. The City is divided into two (2) separate patrol areas – North and South.

2. Patrol Sergeants will select shifts by seniority twice a year from either the North or South area. Generally, Patrol Sergeants will be limited to 24 consecutive months on any shift assignment (day shift, cover shift or nightshift). Based on departmental needs, a Patrol Sergeant may be allowed to extend beyond the 24 consecutive month rotation.

3. Based on departmental needs, shift assignments may be reserved for probationary Sergeants . The remaining shifts will be selected by patrol area by seniority. In the event that there is only one probationary Sergeant and a significant balance of seniority, this option may not be exercised.

4. If a Sergeant assigned to a special assignment returns to patrol in conjunction with shift selection, he/she will be allowed to sign up by seniority. If a Sergeant assigned to a Special Assignment returns to patrol, at a time other than at shift selection, he/she will be assigned to a patrol area and shift based on the staffing needs of the department. The Chief of Police will maintain ultimate control of scheduling per the needs of the agency.

E. Employees assigned to special task forces or regional teams will work the hours the team works.

F. Employees may have their work schedules changed to accommodate training assignments which are eight (8) or more hours in duration.

Article 33. Shift Trading

Police Sergeants have the right to trade shifts with their colleagues subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.

2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.

3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.

4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same two week pay cycle. They must fall within the same 28 day work period. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.

5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her General Leave deducted. For example, if Police Sergeant A agrees to work the shift for Police Sergeant B and prior to the shift, Police Sergeant A calls in sick and does not work the shift, Police Sergeant A's General Leave is deducted and Police Sergeant B gets credit for the shift.

Article 34. Rest Periods and Lunch Breaks

A. All bargaining unit employees shall be entitled to a fifteen (15) minute rest period for each four (4) hours of their work shift. The scheduling of the rest breaks shall be the responsibility of the employee's supervisor.

B. Employees receive a paid lunch break because they are required to be working or available to respond immediately to calls for service during their lunch time.

CHAPTER 6 – EMPLOYER / EMPLOYEE RELATIONS

Article 35. Employee Rights

As the recognized representative of the employees covered by this Agreement the City acknowledges and recognizes the following employee rights:

1. TPMA shall have access to and be provided with payroll deduction of dues, fees, and assessments without charge through the City's regular payroll system.

2. TPMA shall be afforded the use of department bulletin boards for the posting of notices, updates, meeting minutes and other material related to TPMA business.

3. TPMA shall be afforded the reasonable use of department copy machines and fax machines and will reimburse the City for any material costs or toll fees for such use.

4. Upon notice and subject to availability the City shall allow TPMA the use of City facilities including meeting rooms for TPMA membership, Board of Directors and committee meetings.

5. TPMA representatives shall be allowed reasonable paid release time for preparation for and attendance at meetings with management related to the meet and confer process and labor relations matters.

6. All bargaining unit members shall have the right to representation by TPMA in processing grievances and disciplinary appeals. Employees shall be afforded reasonable paid release time to meet with TPMA representatives for discussion and consultation on grievances and disciplinary appeals.

7. TPMA shall have the exclusive right on behalf of the bargaining unit to meet and confer with management over matters of wages, benefits, hours, and terms and conditions of employment pursuant to State and Federal laws.

8. All bargaining unit members shall have the right to join and participate in the activities of TPMA free from interference, intimidation, coercion, or discrimination.

9. TPMA shall have the right to distribute a reasonable amount of association information and newsletters at the job site.

10. TPMA representatives shall have the right to reasonable use of department telephones and e-mail for the discussion of TPMA business.

11. TPMA representatives and consultants shall have the right of reasonable access to the workplace.

12. TPMA representatives may be granted General Leave or other leave for labor relations training.

13. All other rights and privileges currently in effect or which may be enacted in the future pursuant to State or Federal law.

Article 36. Performance Evaluations

An employee may not appeal or grieve a performance evaluation unless said evaluation results in the denial of a merit increase. Nothing herein shall serve to restrict an employee from having a written rebuttal attached to a performance evaluation with which the employee disagrees.

Article 37. No Strike / Job Action

A. The Association, its officers, agents, representatives, and/or members agree on behalf of themselves and the employees in the bargaining unit that they will not cause or condone any strike, walkout, work stoppage, job action, slowdown, sick out, or refusal to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in any or all of the preceding activities.

B. Any employee who participates in any of the conduct prohibited above may be subject to discipline up to and including termination.

C. In the event of such activities, the Association shall immediately instruct any person engaging in such conduct that they are violating the Agreement and that they are engaging in unauthorized conduct and should resume full and faithful performance of their job duties.

Article 38. Management Rights

Except as otherwise specifically provided for in State and/or Federal laws, and this Agreement, the City reserves and retains and is vested with all rights of management which have not been expressly abridged by specific provisions of this Agreement or by law to manage the City. This shall include, but is not limited to:

1. The right to temporarily suspend the provisions of this Agreement in the event of and for the duration of an emergency as determined by the City Council and/or by County, State, or Federal action. In the event of such suspension of the Agreement, when the emergency is over, management will immediately initiate the meet and confer process over replacement of any salary, benefit, or working conditions lost by unit employees as a result of the suspension.

2. The right to determine staffing and direct the work force, including the right to hire, promote, demote, evaluate, transfer, lay off, or discharge for just cause any employee.

3. The right to contract or sub-contract services and/or work.

4. The right to take such further action as may be necessary to organize and operate the City in the most efficient and economical manner to serve the public interest.

5. The right to modify the performance evaluation form.

6. The right to modify and update class specifications.

Article 39. Layoffs

The layoff provisions described in the Personnel Rules currently in effect are incorporated into this MOU by reference.

IN WITNESS WHEREOF, the parties hereto have executed this document this 21st day of July 2015.

FOR THE CITY OF TUSTIN

Jeffrey Parker, City Manager

Derick Yasuda, Director of Human Resources

Matthew West, Assistant to the City Manager

Karyn Roznos, Senior Management Analyst

Peter J. Brown, Liebert Cassidy Whitmore

FOR THE TUSTIN POLICE OFFICERS ASSOCIATION – POLICE MANAGEMENT REPRESENTATION UNIT

Thomas Lomeli, President

Matthew Nunley, Sergeant Representative

Brian Greene, Lieutenant Representative

Robert M. Todd, Stone Busailah, LLP

APPENDIX A – MONTHLY SALARY RANGES

Effective the pay period that includes July 1, 2015

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Police Lieutenant	$9,567.36	$10,057.27	$10,572.26	$11,113.61	$11,682.69	$12,266.83
Police Sergeant	$8,013.11	$8,423.43	$8,854.75	$9,308.17	$9,784.80	$10,274.04

Effective the pay period that includes July 1, 2016

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Police Lieutenant	$9,902.22	$10,409.27	$10,942.28	$11,502.59	$12,091.59	$12,696.16
Police Sergeant	$8,293.57	$8,718.25	$9,164.67	$9,633.95	$10,127.26	$10,633.63