

RESOLUTION NO. 11-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUSTIN RELATING TO COMPENSATION AND BENEFITS FOR UNREPRESENTED SUPERVISORY EMPLOYEES, AND SUPERSEDING RESOLUTION 10-49

WHEREAS, the employees covered by this Resolution constitute supervisory personnel; and

WHEREAS, the City Council has consulted with the City Manager and the Director of Human Resources concerning the proposed employment terms contained herein;

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

CHAPTER 1 – GENERAL PROVISIONS

Section 1: Classifications

A "supervisory" employee is broadly defined as an employee with authority to hire, transfer, promote, discipline or assign other employees or effectively to recommend such action. These employees are often excluded from the bargaining unit of employees whom they supervise and prevented from being represented by the same organization that represents the employees supervised. The Supervisory unit consists of the classifications listed in Appendix A.

Section 2: Effective Dates

The effective date of each section is September 6, 2011, unless otherwise stated herein.

CHAPTER 2 – COMPENSATION

Section 3: Salary

The monthly salaries for employees covered by this Resolution are hereby incorporated and listed in Appendix A. The attached salary ranges shall constitute the basic compensation plan consisting of five steps in each range.

For all employees covered by this Resolution, the hourly rate of pay shall be the monthly rate multiplied by twelve (12) divided by 2080 annual hours.

Section 4: Overtime Compensation

Unit classifications designated as non-exempt under the Fair Labor Standards Act shall receive overtime compensation at the rate of time and one-half (1 ½) for all approved overtime hours worked in excess of 1) regularly scheduled hours per shift or 2) forty (40) hours worked in a seven (7) day work period. General Leave, Compensatory Time and Holiday hours shall be included within the above hours for eligibility, provided however, that Standby Duty shall not be considered in determining entitlement to overtime compensation.

Section 5: Bilingual Pay

The City shall pay Bilingual Pay in the amount of one hundred dollars (\$100) per month (paid bi-weekly) to employees in City-designated positions who demonstrate conversational skill in Spanish or another language approved by the Director of Human Resources as necessary for City business.

To qualify for Bilingual Pay, the employee must 1) have a business need to speak Spanish or another City-approved language in the performance of his/her public contact duties on a frequent and recurring basis and 2) successfully pass a City-sponsored examination for conversational skill. The Director of Human Resources may limit the number of employees receiving Bilingual Pay based on the needs of the City and may discontinue Bilingual Pay for any employee who no longer uses bilingual skills in the course of work.

Individuals are eligible to receive Bilingual Pay at the beginning of the first pay period after the Human Resources Department receives the employee's passing test results.

Section 6: Uniforms

Employees in the Police Department who are required by the City to wear a uniform on full-time basis will be provided with uniforms, including replacements as needed.

The City will also provide these employees with an annual uniform maintenance allowance of \$250, paid biweekly over twenty-six (26) pay periods.

Section 7: Shift Differential

Any unit employee in the Police Department who is assigned on a regular basis (ten (10) or more continuous working days) to a shift that requires the employee to work hours after 8:00 p.m. shall receive a Shift Differential of \$50 per pay period. The right to assign and/or reassign an individual to a particular shift is the sole prerogative of the City. Any such assignment and/or reassignment shall not be subject to the grievance and/or discipline appeals process.

Section 8: Call Back Duty

Employees shall receive a minimum of two (2) hours of overtime compensation (at the rate of time and one-half (1 ½)) for any call which requires them to return to duty.

Section 9: Standby Duty

Unit employees in the Police Department who are assigned to Standby Duty shall be compensated at the rate of one (1) hour of straight time compensation for each eight (8) hours of such duty. Such compensation on Holidays shall be at the rate of two (2) hours of straight time compensation for each eight (8) hours of Standby Duty.

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 straight time for afternoon (p.m. hours) appearances.

If an employee's scheduled Court Standby Duty is canceled and the employee is not advised 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) 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 reached or a message can be left to advise them of a cancellation.

CHAPTER 3 – BENEFITS

Section 10: Flexible Benefits Plan

The City contracts with the California Public Employees' Retirement System (CalPERS) for the provision of medical insurance. All Supervisory employees shall receive the minimum amount required under the Public Employees' Medical and Hospital Care Act (PEMHCA) (\$108 for calendar year 2011 and \$112 for calendar year 2012) 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.

The monthly Flexible Benefits contribution per eligible employee is as follows:

Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
\$750	\$875	\$1025

Employees who do not take medical insurance through the program offered by the City shall receive \$300 per month 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.

The Flexible Benefits contribution consists of mandatory and discretionary allocations which may be applied to City-sponsored programs, including required City payment towards employee medical insurance under the Public Employees' Medical and Hospital Care Act (PEMHCA). Employees may allocate the remaining amount among the following City-sponsored programs:

1. Medical insurance
2. Dental insurance
3. Additional life insurance
4. Vision insurance
5. Deferred compensation
6. Section 125 Flexible Spending Account programs (medical and/or dependent care reimbursement programs)
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.

The Flexible Benefits Program is governed by Section 125 of the Internal Revenue Code (IRC). 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.

Section 11: Retirement

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.

Miscellaneous members employed by the City by December 31, 2011 shall be enrolled in the CalPERS 2% @ 55 plan in accordance with Government Code Section 21354 for Local Miscellaneous members. The plan includes both an employer and employee contribution. The employee is responsible for paying the employee contribution of the employee's wages through a payroll deduction as follows:

July 1, 2011	3.5%
July 1, 2012	3.5%
July 1, 2013	4.5%

July 1, 2014	5.75%
July 1, 2015	7%

The City will pay the remaining employee contribution as Employer Paid Member Contributions. The plan has been amended to include Section 21573 (Third 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.

Miscellaneous members employed by the City on or after January 1, 2012 shall be enrolled in the CalPERS 2% @ 60 plan for Local Miscellaneous members. The plan includes both an employer and employee contribution. The employee is responsible for paying the employee contribution of 7% of the employee's wages through a payroll deduction. 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. The plan provides for 3rd level of 1959 Survivor benefits with the employee paying the employee portion of the premium.

Section 12: Life Insurance

The City will provide life insurance for each unit employee and pay the required premiums. The death benefit of said policy shall be the greater of \$100,000 or 100% of the employee's base annual salary, rounded to the next higher multiple of \$1,000, up to a maximum of \$200,000. The City will also provide \$1,000 per dependent of dependent life insurance and pay the required premiums.

Section 13: Short-Term / Long-Term Disability Insurance

The City shall maintain a short-term / long-term disability (STD/LTD) insurance program for non-industrial illnesses or injuries. Eligibility for benefits is subject to the requirements and approval of the STD/LTD insurance carrier.

An employee who is receiving STD benefits under the City's program will be granted a leave of absence for the duration of his/her non-industrial disability subject to a maximum period of six (6) months. Such leave of absence may be extended for an additional six (6) months under LTD, upon approval of the City Manager.

All unit employees are required to participate in the program. Premiums are deducted from the employee's pay on an after-tax basis.

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 to enable him/her to receive an amount equivalent to no more than 100% of his/her pre-disability earnings.

In the event the employee is eligible for FMLA/CFRA leave, STD/LTD leave shall run concurrently with FMLA/CFRA leave.

For a new employee who has worked for the City for less than 12 consecutive months, and is therefore not eligible for FMLA/CFRA leave, the City will nevertheless provide the employee with the same Flexible Benefits contribution as was provided at the time of the non-industrial injury, for a period not to exceed 90 days. Should an employee receive 90 days of City-paid Flexible Benefits within the 12 month period prior to being eligible for this benefit pursuant to the FMLA/CFRA, and is subsequently eligible to receive this benefit pursuant to the FMLA/CFRA, the employee shall reimburse the City for his/her previous contribution.

Once the employee is on leave without pay, or the first 80 hours of leave has passed (whichever occurs first), no paid leave shall accrue to the employee.

After the 30 day elimination period, the STD/LTD carrier will provide the employee with a benefit of 60% of pre-disability base salary. The employee may supplement the STD/LTD carrier's payment with accrued paid leave to enable him/her to receive an amount equivalent to no more than 100% of his/her pre-disability earnings.

The employee is responsible for all benefit elections and payments during his/her leave unless he/she is eligible to opt out of such elections and chooses to do so. In the event the employee chooses to continue his/her benefit elections, the employee is required to make timely payment to the City for such elections (including the cost of the STD/LTD program). In the event timely payment is not made, the City is authorized to reduce the employee's accrued paid leave accounts, in an amount equivalent to the premiums owed by the employee. In the event no paid leave is available, the City is authorized to cancel the employee's coverage.

An employee is only eligible for the City's 60% STD/LTD salary continuation benefit once in any rolling 12-month period.

Section 14: Retiree Medical Insurance

The City will reimburse eligible unit employees up to a maximum of \$250 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 (\$108 for calendar year 2010 and \$112 for calendar year 2012).

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.

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.

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.

Section 15: Textbook and Tuition Reimbursement

The City shall provide eligible employees with textbook and tuition reimbursement in accordance with the guidelines and procedures specified in the Personnel Rules.

Supervisory employees who have completed their initial probationary period are eligible for reimbursement for up to \$1,000 each calendar year if the employee is attending a community college, \$1,500 each calendar year if the employee is attending a job-related certificate program offered through a California State University or University of California extended education program, or \$2,000 each calendar year if the employee is attending a four-year college or university. If an employee attends both a community college and a four-year college or university in a calendar year, the maximum reimbursement shall be \$1,500 per calendar year.

Employees who leave City of Tustin employment within twelve (12) months of receiving tuition reimbursement must re-pay the City for the amount that was provided. Employees may use accumulated General Leave toward the repayment.

CHAPTER 4 – LEAVES OF ABSENCE

Section 16: General Leave

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.

Service	Hours Per Year	Maximum Accrual
0 – 5 years	160	400
6 – 10 years	208	520
Over 10 years	248	620

Each January, Supervisory employees may be entitled to an additional eight (8) hours of General Leave for satisfactory performance, upon the recommendation of their Department Head.

Regular and promotional probationary employees may request to be paid for a maximum of twenty (20) hours of accrued General Leave. Employee requests will be granted provided the employee has at least one-half of their annual accrual of General Leave in their leave accrual bank. General Leave Cash Out will be granted once per fiscal year per employee.

At any time, employees may accumulate General Leave to a maximum of two and one-half (2 ½) times the employee’s annual entitlement. 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 Leave, not to exceed the maximum of two and one-half (2 ½) years entitlement, at the employee’s then current base salary rate.

Section 17: Compensatory Time Off

Employees working overtime will be eligible to accrue Compensatory Time Off in lieu of receiving overtime compensation at the rate of one and one-half (1 ½) hours for each hour of overtime worked. Employees may accrue up to ninety (90) hours of Compensatory Time Off. Employees will be paid for all Compensatory Time Off in January of each year provided that an employee may retain a maximum of forty (40) hours in his/her account if notice of such desired retention is submitted to the City.

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 at least two weeks’ notice. 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 with less than two weeks’ notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

Section 18: Holidays

The following days shall be holidays for which all employees will receive compensation either in pay or paid time off:

January 1	New Year's 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

When a holiday occurs on a Sunday, the following Monday will be observed instead. When a holiday occurs on a Saturday, the preceding Friday will be observed instead. If a holiday falls on a day that is also an employee's regular day off, the employee will accrue nine hours to his/her General Leave bank for the holiday. For employees on the 9/80 schedule, if a holiday falls on an employee's regularly scheduled working Friday, the employee will receive eight hours of holiday pay and accrue one hour to his/her General Leave bank. For employees working the 4/10 schedule, if a holiday falls on an employee's regularly scheduled workday, the employee will receive nine hours of holiday pay and use accrued General Leave or Compensatory Time Off to ensure that hours paid will be equal to what he/she would receive for working his/her regular shift.

In December of each year, each regular and promotional probationary unit employee assigned to the Police Department may request Advance Holiday Pay, a cash out of the employee's holiday hours for the following year in lieu of having time off. The request may only be for 1) all cash, 2) all General Leave, or 3) half cash and half General Leave. This notification shall be in writing and is irrevocable. Administration of this program shall be consistent with the program adopted for employees represented by the Tustin Police Support Services Association (TPSSA).

Section 19: Bereavement Leave

Unit employees are allowed up to forty-five (45) 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, and grandchild of the employee or the employee's spouse/registered domestic partner.

CHAPTER 5 – WORKING CONDITIONS

Section 20: Alternate Work Schedules

Unit employees are eligible for participation in the City's Alternate Work Schedule

APPENDIX A – SUPERVISORY MONTHLY SALARY RANGES

Effective September 6, 2011

Classification	A	B	C	D	E
Customer Service Supervisor	4676.19	4915.63	5167.34	5431.39	5710.08
Police Communications Supervisor	5597.15	5883.76	6185.04	6501.74	6834.67
Police Records Supervisor	5597.15	5883.76	6185.04	6501.74	6834.67
Police Services Officer Supervisor	5597.15	5883.76	6185.04	6501.74	6834.67
Property and Evidence Supervisor	5597.15	5883.76	6185.04	6501.74	6834.67
Recreation Coordinator	4493.05	4723.12	4964.97	5219.21	5486.46