

RESOLUTION NO. 24-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUSTIN, CALIFORNIA, RELATING TO COMPENSATION AND BENEFITS FOR UNREPRESENTED SUPERVISORY AND CONFIDENTIAL EMPLOYEES, AND SUPERSEDING RESOLUTION 21-82

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

WHEREAS, the City Council has consulted with the City Manager 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.

A "confidential" employee is broadly defined as an employee who is privy to information that affects employee relations. The employees designated as "confidential" by the City of Tustin are those employees who, in the course of their duties, have access to information relating to the City's administration of the Meyers-Milias-Brown Act (MMBA) (Cal. Gov. Code §3500 et seq.). These employees are not represented by an association or labor organization. The Confidential unit consists of the classifications listed in Appendix B.

Section 2: Effective Dates

The effective date of each section is September 23, 2024 (the start of the pay period that includes October 1, 2024), unless otherwise stated herein.

CHAPTER 2 – COMPENSATION

Section 3: Salary

The salary ranges for employees covered by this Resolution are hereby incorporated and listed in Appendix A and Appendix B. The attached salary ranges shall constitute the basic compensation plan consisting of seven (7) steps in each range.

Effective the pay period that includes October 1, 2024, base salaries are as listed in Appendix A and Appendix B.

Effective the pay period that includes October 1, 2024, Step G shall be added to the salary range for all classifications. Step G shall be five percent (5%) higher than Step F. Any employee who has completed at least one (1) year of service at Step F with overall satisfactory performance will be eligible to receive a merit increase to Step G effective the pay period that includes October 1, 2024. All other employees will be eligible to advance to Step G after one (1) year of satisfactory service at Step F, in accordance with the existing merit increase process outlined in the Personnel Rules.

Effective the pay period that includes July 1, 2025, all employees shall receive a four percent (4.00%) base salary increase.

Effective the pay period that includes July 1, 2026, all employees shall receive a four percent (4.00%) base salary increase.

Upon the recommendation of the employee's Department Head, the City Manager may make a Special Salary Adjustment and increase the salary of an employee to any step within the salary range of their classification. A Special Salary Adjustment will only be approved in limited circumstances, such as to retain an employee who has received a confirmed offer of employment from another employer, to correct gross inequities, or to reward outstanding achievement and performance.

Section 4: Overtime Compensation

Supervisory and Confidential classifications are designated as non-exempt under the Fair Labor Standards Act (FLSA). Employees shall receive overtime compensation at a rate of time and one-half for all overtime hours worked in excess of forty (40) hours worked in a seven (7) day FLSA work period. General Leave, Compensatory Time Off and Holiday hours shall be counted as hours worked for purposes of determining overtime eligibility.

Overtime paid by this Resolution in excess of the requirements of the FLSA (when an employee actually works in excess of 40 hours in their defined FLSA work period) is paid at 1.5 times the employee's base hourly rate of pay.

Overtime paid per the requirements of the FLSA includes base pay plus any additional forms of pay which are provided to employees and required to be included in the FLSA regular rate (i.e. overtime rate).

Employees may receive Compensatory Time Off in lieu of overtime compensation, subject to the terms described in Section 18.

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 have a business need to speak Spanish or another City-approved language in the performance of their public contact duties on a frequent and recurring basis and 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.

In compliance with the California Public Employees' Retirement System regulations and definition of special compensation (2 CCR §571), Bilingual Pay (Bilingual Premium) shall be reported to CalPERS as special compensation described in Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) as a "special assignment pay" – a type of reportable special compensation.

Section 6: Standby Duty

Standby Duty is defined as an off-duty assignment that requires an employee to promptly return to work if called during a specified time period outside of their assigned working hours. An employee placed on Standby Duty must be reachable by telephone, refrain from consuming or taking any substances which might impair the employee's ability to perform their job (e.g. alcoholic beverages), and be available to respond to work immediately if contacted. Employees will be placed on Standby Duty at the discretion of the department head, with preference given to employees who volunteer for the assignment.

Employees on Standby Duty are required to respond to a phone call as quickly as possible, generally within a few minutes. Upon responding, the employee will be instructed as to whether they are required to return to a City work site (or if the work may be performed remotely) and the required response time. If the employee is required to return to a City work site, the required response time will generally be the employee's normal commute time plus any additional minimal time necessary for the employee to get

ready to return to work.

Time on Standby Duty does not constitute hours worked since employees are off-duty and permitted to engage in personal pursuits. However, since employees on Standby Duty are waiting to be engaged to work, and have limitations placed on their personal activities, employees are entitled to compensation as provided in this Section.

Employees are eligible to be compensated for Standby Duty under the same terms as those provided to employees in the Tustin Municipal Employees Association (TMEA). Employees on Standby Duty who actually perform work after being contacted will be compensated subject to the terms described in Section 7 (Call Back Duty).

Section 7: Call Back Duty

Employees are eligible to be compensated for Call Back Duty under the same terms as those provided to employees in the Tustin Municipal Employees Association (TMEA).

Section 8: Acting Pay

An employee assigned to temporarily work in a higher classification will receive Acting Pay. At the City Manager's discretion, during the Acting assignment the employee will either receive Acting Pay in an amount equal to 5% of the employee's base pay or the amount necessary to increase the employee's base salary to any step in the salary range of the higher classification. Acting Pay will be paid effective the beginning of the first full pay period in which the employee serves in the Acting assignment.

In accordance with Government Code section 20480, an employee's Acting assignment may not exceed a total of 960 hours in a fiscal year if the Acting assignment is for a position that is vacant during the recruitment for a permanent appointment. This hours limit does not apply to an Acting assignment that is temporarily available due to another employee's leave of absence.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), Acting Pay shall be reported to CalPERS as Special Compensation for "classic members" as defined by the Public Employees' Pension Reform Act (PEPRA) of 2013. 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. This pay is not reportable as special compensation for employees define as "new members" under PEPRA. In the event of a dispute, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

CHAPTER 3 – BENEFITS

Section 9: Flexible Benefits Plan

The City contracts with the California Public Employees’ Retirement System (CalPERS) for the provision of medical insurance. All Confidential employees shall receive the minimum amount required under the Public Employees’ Medical and Hospital Care Act (PEMHCA) (\$157 for calendar year 2024, \$158 for calendar year 2025, 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.

The monthly Flexible Benefits contribution per employee is as follows:

Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
\$1,450	\$1,675	\$2,025

Effective the pay period that includes July 1, 2025, the monthly Flexible Benefits contribution per employee is as follows:

Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
\$1,450	\$1,800	\$2,250

Effective the pay period that includes July 1, 2026, the monthly Flexible Benefits contribution per employee is as follows:

Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
\$1,450	\$1,925	\$2,475

Designated part-time benefitted employees shall be eligible for the Flexible Benefits contribution on a pro-rata share based upon position allocation (i.e., a ½ time employee shall receive a 50% contribution; a ¾ time employee shall receive a 75% contribution).

Employees who do not take medical insurance through the program offered by the City shall receive \$450 per month as the Flexible Benefits Opt-Out contribution. If an employee elects to opt out of medical coverage offered by the City, they must provide proof of “minimum essential coverage” (as defined by the Affordable Care Act) through another source (other than coverage in the individual market, whether or not obtained through Covered California) by completing a City-provided attestation form. Designated part-time benefitted employees shall be eligible for the Flexible Benefits Opt-Out contribution on a pro-rata share based upon position allocation (i.e., a ½ time employee shall receive a 50% contribution; a ¾ time employee shall receive a 75% contribution).

The Flexible Benefits contribution consists of mandatory and discretionary allocations that 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. Section 125 Flexible Spending Account programs (medical and/or dependent care reimbursement programs)
6. Eligible catastrophic care programs
7. 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 10: Retirement

Employees covered under this Resolution 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 7% 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. 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.

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 ten percent (10%).

Miscellaneous members employed by the City on or after January 1, 2012 who are “classic members” as defined by the Public Employees’ Pension Reform Act (PEPRA) of 2013 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. 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. 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 their 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.

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 ten percent (10%).

Individuals 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% @ 62 plan for Local Miscellaneous members.

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, 2024, the employee contribution is 7.25%. 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.

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 their retirement or as designated by the employee in accordance with Government Code Section 7522.32(a). The plan provides for 3rd level of 1959 Survivor benefits with the employee paying the employee portion of the premium.

Section 11: Deferred Compensation

Employees may voluntarily open an IRC Section 457(b) deferred compensation account and make pre-tax contributions up the maximum amount permitted by law based on their age.

Employees who contribute to an IRC Section 457(b) deferred compensation account will receive a matching City contribution to an IRC Section 401(a) deferred compensation

account, up to a maximum of two percent (2%) of the employee's base salary. City contributions to the employee's 401(a) plan will be made on each biweekly paycheck, on a dollar-for-dollar basis equivalent to the employee's contribution to their 457(b) plan on that biweekly paycheck, in an amount not to exceed two percent (2%) of the employee's base salary.

Section 12: Life Insurance

The City will provide life insurance for each employee and pay the required premiums. The death benefit of said policy shall be one hundred thousand dollars (\$100,000). 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 their 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 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 their 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 their 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.

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 their pre-disability earnings.

The employee is responsible for all benefit elections and payments during their leave unless they are eligible to opt out of such elections and chooses to do so. In the event the employee chooses to continue their 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: 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.

Employees are eligible for this benefit after 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. Approval from the department head, Director of Human Resources, and City Manager (when required) should be obtained prior to enrollment in the course or program to ensure the City will approve the reimbursement request.

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, a job-related program through University of California or California State University extended education programs, or 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 twelve months 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.

Section 15: Cell Phones

Employees who are required by the City to use a cell phone for work for more than nominal usage (as determined by the employee's department head) will be provided (at each employee's choice) with a cell phone or a cell phone stipend as addressed below.

If a cell phone stipend is chosen, employees will receive \$45.50 per month (\$21 per biweekly pay period). The stipend is designed to contribute to an employee's cell phone plan, not to fully pay for the plan. Any additional charges an employee incurs are their own responsibility and those additional charges are not eligible for reimbursement.

Section 16: Retiree Medical Insurance

The City will reimburse eligible 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 (\$157 for calendar year 2024, \$158 per month for calendar year 2025, and a yet to be determined amount for subsequent calendar years).

An employee hired by the City prior to July 1, 2011 is eligible for this benefit provided that they have 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.

An employee hired by the City on or after July 1, 2011 is eligible for this benefit provided that they have 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.

CHAPTER 4 – LEAVES OF ABSENCE

Section 17: 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, their General Leave will be earned on a prorated basis for the pay period.

Service	Hours Per Year	Maximum Accrual
0 – 5.00 years	160	320
5.01 – 10 years	208	416
Over 10 years	248	496

When appointing an individual to a classification covered by this Resolution, the City Manager shall have the authority to consider the individual’s prior employment in determining an advanced General Leave accrual rate and an initial one-time allocation of General Leave hours upon employment.

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.

At any time, employees may accumulate General Leave to a maximum of two (2) times the employee’s annual accrual. 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 (2) years accrual, at the employee’s then current base salary rate.

General Leave Cash Out

On or before December 31 of each calendar year, an employee may make an irrevocable election to cash out up to 140 hours of General Leave which will be earned in the following calendar year at the employee’s base rate of pay.

The employee can request that the cash out be processed on any paycheck beginning July 1 of the following calendar year through the end of that calendar year, as long as the employee has accrued the number of hours they elected to cash out during the calendar year of the cash out. However, if the employee’s General Leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. The employee may choose to receive General Leave cash out all at once or on two different paychecks.

Section 18: 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 request to accrue Compensatory Time Off in lieu of receiving compensation for overtime, subject to approval of the department head or their designee.

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 their account if notice of such desired retention is submitted to the City.

An employee wishing to use their 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.

When an employee separates from City service or remains employed by the City, but moves to a position in another employee group, the employee shall be compensated for all accrued Compensatory Time Off at their regular rate of pay.

Section 19: 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 January	Martin Luther King Jr. Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
June 19	Juneteenth
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.

When both Christmas Eve and New Year's Eve fall on a Friday and Christmas Day and New Year's Day fall on a Saturday, the City will observe these two Holidays on the corresponding Thursday and Friday or the corresponding Friday and the following Monday. When both Christmas Eve and New Year's Eve fall on a Sunday and Christmas Day and New Year's Day fall on a Monday, the City will observe these two Holidays on the corresponding Monday and Tuesday or the corresponding Monday and the previous

Friday.

If a holiday falls on a day that is also an employee's regular day off, the employee will accrue nine hours to their 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 their General Leave bank.

If a Holiday falls on a day that is an employee's regular day off, the employee has the option of accruing General Leave as payment for the Holiday or earning Holiday Pay on the Holiday. Employees receive a total of 9 hours of pay for each Holiday (either as accrued General Leave or as Holiday Pay). Employees shall indicate their choice by entering the applicable pay code(s) on their timesheets. Any Holiday Pay paid pursuant to this Section is not reported to CalPERS as special compensation because it does not meet the definition of special compensation pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3).

Section 20: Holiday Closure

City Hall will be closed on the days between Christmas Day and New Year's Eve. An employee regularly assigned to work on one or more days during this time period has the option of using accrued paid leave or Leave Without Pay for their regularly scheduled hours for each day they would otherwise have been scheduled to work.

Section 21: Bereavement Leave

Employees are allowed up to five (5) days 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" is defined as including spouse, registered domestic partner, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, child, stepchild, grandparent, stepgrandparent, grandchild and stepgrandchild of the employee or the employee's spouse/registered domestic partner.

CHAPTER 5 – WORKING CONDITIONS

Section 22: Work Schedules

Employees are eligible for participation in the City's Alternate Work program. Work schedules are subject to the needs of the City and the employee's department. The City Manager has the authority to implement rules, policies and procedures for Alternative Work Schedules.

Employees wishing to flex hours or modify their work schedule from one day to another (for example, work 8 hours on Tuesday and 10 hours on Thursday) must receive advance authorization from their supervisor. An employee's request to modify a work schedule or

flex their schedule is not intended to create an overtime liability for the City pursuant to this Resolution or the FLSA.

Section 23: Telecommuting

Employees are eligible for participation in the City’s Telecommuting program, subject to the needs of the City and the employee’s department. The City Manager has the authority to implement rules, policies and procedures for Telecommuting.

Section 24: Rest Periods

During each work shift of at least eight (8) hours, two (2) fifteen (15) minute rest periods will be scheduled. The scheduling of rest periods shall be at the discretion of the employee’s supervisor and no additional compensation will be provided for rest periods not taken.

Section 25: Lunch Break

Employees are generally scheduled to take a one (1) hour lunch break. Employees wishing to modify or flex a portion of their lunch break (e.g. reduce lunch to ½ hour and leave ½ hour early that day) must receive advance authorization from their supervisor.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tustin held on the 1st day of October 2024.

Signed by:
Austin Lombard

AUSTIN LUMBARD,
Mayor

ATTEST:

Signed by:
Erica Yasuda

ERICA N. YASUDA,
City Clerk



APPROVED AS TO FORM:

DocuSigned by:

David E. Kendig

DAVID E. KENDIG,
City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF TUSTIN)

I, Erica N. Yasuda, City Clerk and ex-officio Clerk of the City Council of the City of Tustin, California, do hereby certify that the whole number of the members of the City Council of the City of Tustin is five; that the above and foregoing Resolution No. 24-73 was duly passed and adopted at a regular meeting of the Tustin City Council, held on the 1st day of October 2024, by the following vote:

COUNCILMEMBER AYES:	<u>Lumbard, Gallagher, Clark, Gomez</u>	<u>(4)</u>
COUNCILMEMBER NOES:	_____	<u>(0)</u>
COUNCILMEMBER ABSTAINED:	_____	<u>(0)</u>
COUNCILMEMBER ABSENT:	<u>Schnell</u>	<u>(1)</u>
COUNCILMEMBER RECUSED:	_____	<u>(0)</u>

Signed by:

Erica Yasuda

ERICA N. YASUDA,
City Clerk



APPENDIX A – SUPERVISORY HOURLY SALARY RANGES

Effective the Pay Period that includes October 1, 2024

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Management Analyst II - SUPV	44.66	46.95	49.29	51.82	54.46	57.26	60.12
Recreation Coordinator	32.68	34.36	36.13	37.97	39.91	41.91	44.01

Effective the Pay Period that includes July 1, 2025

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Management Analyst II - SUPV	46.45	48.83	51.26	53.89	56.64	59.55	62.53
Recreation Coordinator	33.99	35.73	37.58	39.49	41.51	43.59	45.77

Effective the Pay Period that includes July 1, 2026

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Management Analyst II - SUPV	48.30	50.78	53.31	56.05	58.90	61.93	65.03
Recreation Coordinator	35.35	37.16	39.08	41.07	43.17	45.33	47.60

APPENDIX B – CONFIDENTIAL HOURLY SALARY RANGES

Effective the Pay Period that includes October 1, 2024

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Administrative Assistant-CONF	27.09	28.48	29.94	31.47	33.08	34.74	36.48
Executive Assistant-CONF	31.47	33.08	34.77	36.56	38.43	40.35	42.37
Executive Coordinator	38.45	40.42	42.48	44.66	46.95	49.29	51.75
Management Analyst I - CONF	39.11	41.11	43.22	45.43	47.75	50.15	52.66
Management Assistant - CONF	30.92	32.50	34.18	35.93	37.76	39.66	41.64
Senior Executive Coordinator	40.42	42.48	44.66	46.95	49.29	51.75	54.34
Senior Management Ast-CONF	35.93	37.76	39.70	41.73	43.87	46.06	48.36

Effective the Pay Period that includes July 1, 2025

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Administrative Assistant-CONF	28.17	29.62	31.14	32.73	34.40	36.13	37.94
Executive Assistant-CONF	32.73	34.40	36.16	38.02	39.97	41.96	44.06
Executive Coordinator	39.99	42.04	44.18	46.45	48.83	51.26	53.82
Management Analyst I - CONF	40.67	42.75	44.95	47.25	49.66	52.16	54.76
Management Assistant - CONF	32.16	33.80	35.55	37.37	39.27	41.25	43.31
Senior Executive Coordinator	42.04	44.18	46.45	48.83	51.26	53.82	56.51
Senior Management Ast-CONF	37.37	39.27	41.29	43.40	45.62	47.90	50.30

Effective the Pay Period that includes July 1, 2026

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Administrative Assistant-CONF	29.30	30.80	32.38	34.04	35.78	37.57	39.45
Executive Assistant-CONF	34.04	35.78	37.61	39.54	41.57	43.64	45.82
Executive Coordinator	41.59	43.72	45.95	48.30	50.78	53.31	55.98
Management Analyst I - CONF	42.30	44.46	46.75	49.14	51.65	54.24	56.95
Management Assistant - CONF	33.44	35.15	36.97	38.86	40.84	42.90	45.04
Senior Executive Coordinator	43.72	45.95	48.30	50.78	53.31	55.97	58.77
Senior Management Ast-CONF	38.86	40.84	42.94	45.14	47.45	49.82	52.31