

# MEMORANDUM OF UNDERSTANDING

---

CITY OF TUSTIN

and

TUSTIN POLICE SUPPORT SERVICES MANAGEMENT ASSOCIATION

TERM:

July 1, 2018 – June 30, 2021



**TABLE OF CONTENTS**

CHAPTER 1 – GENERAL PROVISIONS..... 3

    Article 1. Recognition..... 3

    Article 2. Represented Classes ..... 3

    Article 3. Entire Agreement ..... 4

    Article 4. Reopener ..... 4

    Article 5. Severability ..... 4

    Article 6. Binding on Successors ..... 4

    Article 7. Notices..... 4

    Article 8. Payroll Deductions..... 5

CHAPTER 2 – COMPENSATION..... 5

    Article 9. Salary ..... 5

    Article 10. Overtime Compensation ..... 5

    Article 11. Uniforms ..... 6

    Article 12. Bilingual Compensation..... 6

    Article 13. Standby Duty ..... 6

    Article 14. Call Back Duty ..... 7

    Article 15. Shift Differential Pay..... 7

    Article 16. Acting Pay ..... 8

CHAPTER 3 – BENEFITS ..... 8

    Article 17. Flexible Benefits Plan..... 8

    Article 18. Retirement..... 10

    Article 19. Employee Life Insurance..... 11

    Article 20. Short-Term / Long-Term Disability Insurance ..... 11

    Article 21. Tuition Reimbursement..... 13

    Article 22. Cell Phone and Smartphone Stipend..... 13

    Article 23. Retiree Medical Insurance ..... 14

    Article 24. Retiree Health Savings Plan ..... 14

CHAPTER 4 – LEAVES OF ABSENCE..... 14

    Article 25. General Leave ..... 14

    Article 26. Administrative Leave ..... 16

    Article 27. Compensatory Time Off ..... 17

Article 28. Holidays ..... 17

Article 29. Bereavement Leave ..... 18

Article 30. Jury Duty Leave..... 18

CHAPTER 5 – WORKING CONDITIONS..... 19

Article 31. Work Schedules ..... 19

Article 32. Attendance ..... 20

Article 33. Rest Periods ..... 20

Article 34. Paid Lunch Break ..... 20

CHAPTER 6 – EMPLOYER / EMPLOYEE RELATIONS ..... 21

Article 35. Employee Rights ..... 21

Article 36. Appeals and Hearings ..... 21

Article 37. Grievance Procedure ..... 25

Article 38. Performance Evaluations..... 27

Article 39. Membership Meetings ..... 27

Article 40. No Strike / Job Action ..... 27

Article 41. Management Rights ..... 28

Article 42. Layoffs..... 28

APPENDIX A – HOURLY SALARY RANGES ..... 31

**MEMORANDUM OF UNDERSTANDING**

**CITY OF TUSTIN  
AND  
TUSTIN POLICE SUPPORT SERVICES MANAGEMENT ASSOCIATION**

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, hereinafter “City,” the City's representatives have met and conferred in good faith with representatives of the Tustin Police Support Services Management Association (TPSSMA), hereinafter “Association,” pertaining to the subject of employee wages, benefits and conditions of employment; and

WHEREAS, the meetings between the Association and City representatives have 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 said changes to the wages, hours, and conditions of employment.

WITNESSETH

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**

TPSSA is the exclusive representative of City employees in the representation unit, titled Police Civilian Supervisors and Managers, comprised of all full-time civilian supervisors and managers of the Police Department of the City of Tustin for the purpose of representation on issues of wages, hours, and other terms and conditions of employment and as such exclusive representative, the Association is empowered to act on behalf of all employees in the unit, whether or not they are individually members of the Association.

**Article 2. Represented Classes**

- A. The classifications that comprise the Police Civilian Supervisors and Managers Representation Unit are as follows:

- Police Support Services Manager
- Police Support Services Supervisor

**Article 3. Entire Agreement**

This MOU supersedes all prior agreements unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly provided for herein.

The City and TPSSMA 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 exist, this memorandum of understanding shall prevail.

**Article 4. Reopener**

- A. Prior to January 1, 2020 either side may request to meet and confer for the purpose of effecting changes to this MOU to go into effect on July 1, 2020 or later.
- B. The parties recognize that certain state and federal laws, programs, and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event reform measures alter healthcare coverage options, cost, or other elements of healthcare services that materially alter the provisions of this MOU, either party may request to re-open the article of the MOU regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage and the City will not unilaterally implement any changes with regard to this article. In addition, should state or federal laws concerning taxation of healthcare benefits change, the parties agree to meet and discuss the impact of such change.
- C. Prior to formally notifying the Association of a decision to lay off a position, the City will notify the Association two work days (48 hours) in advance of the decision, in an effort to provide an opportunity for the Association to provide feedback, suggestions and/or to ask questions regarding the impending decision.

**Article 5. Severability**

If any part of this MOU 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 MOU shall not render invalid the remaining parts hereof.

**Article 6. Binding on Successors**

This MOU 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, transfer or assignment of either party hereto.

**Article 7. Notices**

Notices hereunder shall be in writing, and if to the Association, shall be mailed to the Tustin Police Support Services Association, c/o President, P.O. Box 3039, Tustin, CA 92780; and, if the City, shall be mailed to City Manager, City of Tustin, 300 Centennial Way, Tustin, CA 92780.

## **Article 8. Payroll Deductions**

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

1. Withholding tax.
2. Contributions to retirement benefits.
3. Contribution to survivors' 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. All authorized deductions to TPSSA.
12. Payment for non-return of uniforms and/or equipment issued.
13. Other purposes as may be authorized by the City.
14. Deferred compensation.

## **CHAPTER 2 – COMPENSATION**

### **Article 9. Salary**

- A. Unit employees are placed on a salary schedule consisting of six steps in each range with an approximate increment of 5% between steps.
- B. Salary ranges for represented classifications are listed in Appendix A.
- C. Effective in the pay period which includes July 1, 2018, employees in the bargaining unit shall receive a three percent (3.0%) base salary increase.
- D. Effective the pay period which includes July 1, 2019, employees in the bargaining unit shall receive a three percent (3.0%) base salary increase.
- E. Effective the pay period which includes July 1, 2020, employees in the bargaining unit shall receive a three percent (3.0%) base salary increase.

### **Article 10. Overtime Compensation**

- A. Overtime is subject to pre-approval by the employee's supervisor. Police Support Services Supervisors shall receive overtime compensation of time and one-half (1 ½) for all overtime hours worked in excess of:
  1. Regularly scheduled hours per shift; or

2. Forty (40) hours worked in the designated seven (7) day Fair Labor Standards Act (FLSA) work week for each employee.
- B. General Leave, Compensatory Time Off and Holiday hours shall be included within the above hours for eligibility, provided however, that Standby time shall not count as hours worked in determining entitlement to overtime compensation.
  - C. Overtime paid by this MOU in excess of the requirements of the FLSA (when an employee actually works in excess of 40 hours in their defined FLSA workweek) is paid at 1.5 times the employee's base hourly rate of pay.
  - D. 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).

### **Article 11. Uniforms**

The City will provide a uniform maintenance allowance of two-hundred and fifty dollars (\$250) annually (\$9.61 paid biweekly) for those full-time employees required by the City to wear uniforms.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), for "classic members" as defined by the Public Employees' Pension Reform Act of 2013, the compensation paid for the purchase, rental and/or maintenance of required uniforms shall be reported to CalPERS as Special Compensation. The parties agree that this pay is described in Title 2 CCR, Section 571(a)(5) as a "statutory item" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

### **Article 12. Bilingual Compensation**

The City shall pay one hundred dollars (\$100) per pay period to full-time employees in City-designated positions who demonstrate skill in Spanish at the conversational level, or in another language which the City Manager has approved as being needed for City business. Should a conflict arise regarding designation of an employee for compensation, proficiency and need shall determine who is eligible. Management will determine where and when the need is greatest, and management will devise and administer a testing vehicle to determine degrees of proficiency.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), the monetary value of bilingual pay shall be reported to CalPERS as Special Compensation. The parties agree that this pay is 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. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

### **Article 13. Standby Duty**

- A. Police Support Services Supervisors may be required to be on Standby Duty to respond to emergencies. The department will determine Standby assignments. If on standby, employees must

provide contact information where they can be reached, either a home phone or cell phone. If called, the employee must respond within twenty (20) minutes and then must be able to return to the City (if necessary) to address the issue within forty-five (45) minutes, unless commuting time prohibits returning within forty-five (45) minutes. In the case where commuting time is an issue, the department will work with the employee for a reasonable response. Employees must be able to return to work while on Standby Duty. This means that they may not consume alcoholic beverages and must have the ability to travel back to the City.

- B. Police Support Services Supervisors 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.
- C. 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 (8:00 a.m. – 12:00 p.m.) appearances and two (2) hours of straight time for afternoon (12:00 p.m. – 5:00 p.m.) appearances.
- D. If a scheduled Standby 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, voicemail, or email) 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.
- E. Employees cannot receive Standby Pay for any time period for which they are being paid to work.

#### **Article 14. Call Back Duty**

Police Support Services Supervisors shall receive a minimum of two (2) hours of overtime compensation (time and one-half) for any call (fifteen (15) or more minutes beyond the end of their shift) which requires them to return to duty. Call Back Pay begins when an employee returns to work and does not include travel time. Call Back Pay does not apply to regular or pre-scheduled work.

A Police Support Services Supervisor called back to work prior to his/her shift shall receive overtime for the additional time worked by being called in. At the start time of his/her regular shift, and while working his/her regular hours, the employee shall only receive regular pay. If the employee receives approval from his/her supervisor to substitute regular pay and be absent from his/her regular shift with accrued leave, that is acceptable.

#### **Article 15. Shift Differential Pay**

Any Police Support Services Supervisor 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 fifty dollars (\$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.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), the monetary value of shift differential shall be reported to CalPERS



as Special Compensation. The parties agree that this pay is 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. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

**Article 16. Acting Pay**

A full-time employee assigned to temporarily work in a higher classification will receive Acting Pay of 5% of base pay. This rate will be paid after the employee has been in the assignment for thirty (30) consecutive calendar days. An employee’s base salary combined with Acting Pay can never exceed the salary range of the acting classification.

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 for classic members as defined under the Public Employees’ Pension Reform Act (PEPRA) of 2013. 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. This pay is not reportable as special compensation for employees defined as “new members” under PEPRA. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

**CHAPTER 3 – BENEFITS**

**Article 17. 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), \$133 for calendar year 2018, 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 that includes July 1, 2018, the monthly Flexible Benefits contribution per eligible Police Support Services Supervisor is as follows:

Employee Only	Employee + 1 Dependent	Employee + 2 or More Dependents
\$1,150	\$1,275	\$1,425

C. Effective the pay period that includes July 1, 2019, the monthly Flexible Benefits contribution per eligible Police Support Services Supervisor is as follows:

Employee Only	Employee + 1 Dependent	Employee + 2 or More Dependents
\$1,250	\$1,375	\$1,525

- D. Effective the pay period that includes July 1, 2020, the monthly Flexible Benefits contribution per eligible Police Support Services Supervisor is as follows:

Employee Only	Employee + 1 Dependent	Employee + 2 or More Dependents
\$1,350	\$1,475	\$1,625

- E. Effective the pay period that includes July 1, 2018, the monthly Flexible Benefits contribution per eligible Police Support Services Manager is as follows:

Employee Only	Employee + 1 Dependent	Employee + 2 or More Dependents
\$1,175	\$1,300	\$1,450

- F. Effective the pay period that includes July 1, 2019, the monthly Flexible Benefits contribution per eligible Police Support Services Manager is as follows:

Employee Only	Employee + 1 Dependent	Employee + 2 or More Dependents
\$1,275	\$1,400	\$1,550

- G. Effective the pay period that includes July 1, 2020, the monthly Flexible Benefits contribution per eligible Police Support Services Manager is as follows:

Employee Only	Employee + 1 Dependent	Employee + 2 or More Dependents
\$1,375	\$1,500	\$1,650

- D. Full-time 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. 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. For medical coverage, if an employee elects to opt out of coverage offered by the City, he/she 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).

- E. 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. Section 125 Flexible Spending Account for medical or dependent care reimbursement
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.

- F. The Section 125 Flexible Benefits program will be continued in full force and effect for the duration of this MOU 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 18. Retirement**

- A. Employees covered under this MOU 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.
- B. 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.
1. These employees are responsible for paying the employee contribution of seven percent (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.
  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 ten percent (10%). 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 three percent (3%).
- C. 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.
1. These employees are responsible for paying the employee contribution of seven percent (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 his or her retirement or as designated by the employee in accordance with Government Code Section 20037. The plan provides for 3<sup>rd</sup> level of 1959 Survivor benefits with the employee paying the employee portion of the premium.

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 ten percent (10%). 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 three percent (3%).
- D. 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.
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, 2018, the employee contribution is 5.75%. 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. 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). The plan provides for 3<sup>rd</sup> level of 1959 Survivor benefits with the employee paying the employee portion of the premium.

#### **Article 19. Employee Life Insurance**

The City will provide a life insurance policy for each unit member. The City will pay required premiums for the policy with a death benefit that shall be equal to one hundred and twenty-five thousand dollars (\$125,000). The City will also provide \$1,000 per dependent of dependent life insurance.

#### **Article 20. Short-Term / Long-Term Disability Insurance**

- A. 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.
- B. 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.

- C. All unit employees are required to participate in the program. Premiums are deducted from the employee's pay on an after-tax basis.
- D. 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 (General Leave or Compensatory Time Off) 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.
- E. 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.
- F. In the event the employee is eligible for FMLA/CFRA leave, STD/LTD leave shall run concurrently with FMLA/CFRA leave.
- G. 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 its previous contribution.
- H. 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.
- I. 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.
- J. 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.
- K. An employee is only eligible for the City's 60% STD/LTD salary continuation benefit once in any rolling 12-month period.

## **Article 21. 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. Reimbursement shall be for tuition fees, textbooks, lab fees, or required supplies upon completion of the course with a satisfactory grade (a "C" or above" or "Pass") 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
2. Tuition reimbursement shall not be made if the employee is drawing veteran's education benefits or any other reimbursement for the same courses.
3. 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.
4. 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.
5. 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.

## **Article 22. Cell Phone and Smartphone Stipend**

- A. Police Support Services Supervisors are eligible for cell phone stipend of \$12 per pay period (\$26 per month) and Police Support Services Managers are eligible for a smart phone stipend of \$21 per pay period (\$45 per month) which is taxable income.
- B. The stipend is designed to contribute to an employee's cell/smart phone plan. It is not designed to fully pay for the plan. Any additional charges an employee incurs are his/her own responsibility and those additional charges are not eligible for reimbursement.

**Article 23. Retiree Medical Insurance**

- A. The City will reimburse eligible Police Support Services Supervisors 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 (\$133 for calendar year 2018, and a yet to be determined amount for subsequent calendar years).
- B. The City will reimburse eligible Police Support Services Managers up to a maximum of \$350 per month for the payment of CalPERS retiree medical insurance premiums. This amount is in addition to the minimum contribution towards retiree medical insurance required under the PEMHCA program (\$133 per month for calendar year 2018 and a yet to be determined amount for subsequent calendar years).
- C. 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.
- D. 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.
- E. 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.

**Article 24. Retiree Health Savings Plan**

Effective January 1, 2019, employees in the unit will have the option to make a payroll deduction and contribute to a retiree health savings plan which will be set up by the City. Contributions are voluntary by employees and the City will not make a contribution to the plan.

**CHAPTER 4 – LEAVES OF ABSENCE****Article 25. 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. Upon reaching the maximum, accrual will cease until leave is used to reduce the accrual below the maximum. Upon separation from the City service, the employee will be paid for unused General Leave, not to exceed the maximum of two years entitlement, at the employee’s then current base salary rate.
- C. The use of General Leave must be approved by the department head and due regard shall be given to the employee’s preference in scheduling such paid leave time.
- D. Each January, employees are eligible to receive up to eight (8) additional hours of General Leave for satisfactory performance as determined by the Police Chief.
- E. General Leave Cash Out:

Employees in the unit are permitted to cash out General Leave as follows:

1. Until December 7, 2018:

Each Police Support Services Manager may request that he/she be paid for a maximum of eighty (80) hours of accrued General Leave. Each Police Support Services Supervisor may request that he/she be paid for a maximum of twenty (20) hours of accrued General Leave

In addition, each employee may request that he/she be paid for accrued General Leave based on years of service as follows:

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

Requests for cash out must be received no later than two weeks prior to the paycheck date when the cash out is requested.

2. After December 7, 2018 and for Each Year Thereafter:

Starting in 2018 (for payment in 2019), on or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up the following amount of General Leave which will be earned in the following calendar year at the employee’s base rate of pay:

- a. Up to eighty (80) hours of accrued General Leave (Police Support Services Managers) or up to twenty (20) hours of accrued General Leave (Police Support Services Supervisors); and



b. Up to an additional amount of accrued General Leave based on years of service as follows:

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

The employee can request that the cash out (of both 2 a and b above) 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 request to be paid all at once or choose to be paid on two different paychecks.

**Article 26. Administrative Leave**

- A. As exempt employees under the Fair Labor Standards Act (FLSA), Police Support Services Managers are compensated for meeting the requirements and performing the duties of their jobs, regardless of the number or scheduling of hours worked. Such employees may be required periodically or routinely to work long or irregular hours, and to attend various meetings and functions outside of normal “business hours” to fulfill their responsibilities. No overtime compensation shall be provided for Police Support Services Managers unless otherwise required by State or Federal law.
- B. In lieu of overtime compensation, the City will provide Police Support Services Managers with an annual credit of forty (40) hours of paid Administrative Leave each January. During the first calendar year of employment as an employee covered by this Resolution, employees will be granted a prorated share of Administrative Leave at the time of appointment, with the amount dependent upon the employee’s hire date as follows:

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

- C. Each January, each Police Support Services Manager is eligible to receive up to an additional forty (40) hours of Administrative Leave pursuant to the recommendation of the Police Chief, with such recommendation 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. After the conclusion of the first calendar year of employment, employees shall be 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 Section (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). 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. The accrual of Administrative Leave is limited to a maximum of eighty (80) hours at any time. Use of Administrative Leave is completely discretionary upon the approval of the Police Chief.

## Article 27. Compensatory Time Off

- A. Police Support Services Supervisors working overtime will be eligible to accrue Compensatory Time Off in lieu of receiving overtime compensation at the rate of one and one half hour for each hour of overtime worked. Employees may accrue up to ninety (90) hours of Compensatory Time Off.
- B. 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.
- C. An employee wishing to use his/her accrued Compensatory Time Off shall provide the City with reasonable notice of such request. 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. "Reasonable notice" is defined as at least two weeks' notice. A request to use Compensatory Time Off with less than reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.
- D. When a Police Support Services Supervisor separates from City service or remains employed by the City, but promotes to Police Support Services Manager or moves to a position no longer represented by TPSSMA, the employee shall be compensated for all accrued Compensatory Time Off at his/her regular rate of pay.

## Article 28. Holidays

- A. The following days shall be Holidays for which full-time regular and probationary employees, in permanent positions, 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
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 falls on a Sunday, the following Monday will be observed instead and when a holiday falls on a Saturday, the preceding Friday will be observed instead.
- C. Each Holiday has a value of nine (9) hours. If the number of hours paid on a holiday is less than the hours that would be paid if the employee worked his/her regular shift, accrued Compensatory Time

Off or General Leave will be used to ensure that hours paid will be equal to what the employee would receive for his/her regular shift.

- D. Except as provided for below in subparagraph D1, in December of each year, each full-time regular and promotional probationary Police Support Services Supervisor may request Advance Holiday Pay, a cash out of the employee's 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 January (January – September holidays) and October (October – December holidays) of each year.

The Advance Holiday Pay request may only be for 1) all cash, 2) all General Leave, or 3) half cash and half General Leave. The employee request shall be in writing and is irrevocable. 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 leave immediately before and/or immediately after a 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).

1. Exception: If at the time Advance Holiday Pay is being processed, the employee is on an unpaid medical leave of absence without a documented return to work date (within the next 30 days), the employee will not receive Advance Holiday Pay and will instead be paid for each Holiday as it occurs if the employee is in a paid status at the time the Holiday occurs.
- E. In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), the monetary value of holiday pay 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 shall be reported to CalPERS as Special Compensation. The parties agree that this pay is described in Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) as a "statutory pay" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

#### **Article 29. Bereavement Leave**

The City will allow up to five (5) days of paid leave for the purpose of Bereavement Leave for all unit employees 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, stepbrother, sister, stepsister, child, stepchild, grandparent, step grandparent, grandchild, or step grandchild of the employee or the employees' spouse/registered domestic partner.

#### **Article 30. Jury Duty Leave**

The City's general policy on Jury Duty is as set forth in Section 8.K.4 of the Personnel Rules. A unit employee who has been assigned to Jury Duty may request a change in regularly scheduled working hours

to a Monday through Friday day shift schedule for the duration of such Jury Duty. Such requests shall be granted if practicable.

## CHAPTER 5 – WORKING CONDITIONS

### **Article 31. Work Schedules**

- A. The FLSA workweek for all members of the unit shall be 168 regularly recurring hours.
- B. Employees may be assigned any of the following work schedules:
  - a. 9/80 work schedule. The flex/off day is the same day every other week. In addition, the employee's scheduled work hours cannot be changed on his/her flex/off day. For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four hours after the start time of his/her eight hour shift on the day of the week that corresponds with the employee's alternating regular day off.
  - b. 4/10 work schedule. For employees working the 4/10 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin on Monday at 12:00 a.m. and end at 11:59 p.m. the following Sunday.
  - c. 3/12.5 work schedule. For employees working the 3/12.5 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin on Monday at 12:00 a.m. and end at 11:59 p.m. the following Sunday.
- C. Employees assigned to the 3/12.5 work schedule are scheduled to work 2080 hours per fiscal year. In a seven day period (168 hours in length), employees are assigned three 12.5 hour work days. Additionally, once in every four week period, the employees are also assigned one ten hour work day. During the work week when the ten hour day occurs, employees will be regularly scheduled for forty-seven and one-half hours. For non-exempt employees, this work schedule results in premium pay required under the Fair Labor Standards Act (FLSA).
 

For employees who are classic members as defined by Public Employees' Pension Reform Act (PEPRA) of 2013 the resulting FLSA premium pay earned from working their regularly scheduled hours (for employees working the 3/12.5 work schedule) is defined as Special Compensation by CalPERS, in accordance with Title 2 of the California Code of Regulations (2 CCR §571(a)(5)).

Employees assigned to the 3/12.5 hour work schedule will be paid a base hourly rate that results in the total pay for 2080 hours of regularly scheduled work being as close to equivalent to the total pay earned by employees working 2080 hours in the same classification assigned to the 4/10 work schedule. Hourly rates for the classifications are identified in Appendix A.
- D. Continuation of the work schedules is subject to the needs of the City provided that if a 4/10 or 3/12.5 work schedule is discontinued, affected employees will be placed on the 9/80 work schedule.
- E. Employees may be assigned to attend training on days other than their regularly scheduled work days/shifts.

- F. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation as determined by his/her supervisor.
- G. The City will provide advance notice to affected employees prior to modifications to an employee's regular work schedule. Whenever practicable, notice will be provided at least fourteen (14) days before such schedule change goes into effect.

### **Article 32. Attendance**

- A. All bargaining unit employees shall be in attendance at work in accordance with the City's and/or Department's 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 his/her 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 a manner may be considered absence without authorized leave. A deduction of pay may be made for the duration of any absence without authorized 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 without leave and without reasonable cause to report to work for three (3) consecutive scheduled work days may be cause for immediate discharge.

### **Article 33. Rest Periods**

- A. Police Support Services Supervisors shall be entitled to a fifteen (15) minute rest period for each four (4) hours of their work shift. Employees are encouraged to take their rest breaks. In the event an employee is unable to take his/her break(s), and is required to work through his/her break(s), the employee shall confirm the necessity of working through his/her break(s) with the immediate supervisor who shall then authorize equivalent compensation for the break(s) missed. The employee shall complete his/her timecard and all necessary paperwork so that the employee receives the additional compensation, which was approved by the immediate supervisor who confirmed the necessity of working through the break(s).
- B. No employee shall be intimidated, coerced, or discriminated against for exercising his/her entitlement to rest periods or for seeking direction from the immediate supervisor on working through rest breaks.

### **Article 34. Paid Lunch Break**

- A. Police Support Services Supervisors shall be entitled to receive compensation for a lunch break period not to exceed 30 minutes. 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.
- B. In the event an employee requests a lunch period free from recall status, such a break may be approved by the on-duty supervisor with consideration to workload and deployment, and the employee shall submit a General Leave request for the approved time away from the workstation.

## **CHAPTER 6 – EMPLOYER / EMPLOYEE RELATIONS**

### **Article 35. Employee Rights**

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

1. TPSSMA shall have access to and be provided with payroll deduction (as currently provided) of dues, fees, and assessments without charge through the City's regular payroll system.
2. TPSSMA shall be afforded the reasonable use of department bulletin boards for the posting of notices, updates, meeting minutes and other material related to TPSSMA business.
3. TPSSMA shall be afforded the reasonable use of department copy machines and faxes 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 TPSSMA the use of City facilities including meeting rooms for TPSSA membership, Board of Directors and committee meetings.
5. Employees shall have the right to representation by TPSSMA in processing grievances and disciplinary appeals. Employees shall be afforded reasonable paid release time to meet with a TPSSA representative for discussion and consultation on grievances and disciplinary appeals.
6. TPSSMA 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.
7. All bargaining unit members shall have the right to join and participate in the activities of TPSSMA free from management interference, intimidation, coercion, or discrimination.
8. TPSSMA shall have the right to distribute reasonable association information and newsletters at the job site.
9. TPSSMA representatives shall have the right reasonable usage of department telephones for the discussion of TPSSMA business.
10. TPSSMA representatives and consultants shall have the right of reasonable access to the workplace.
11. All other rights and privileges currently in effect or which may be enacted in the future pursuant to State or Federal law.

### **Article 36. Appeals and Hearings**

#### **A. Pre-Disciplinary Meetings and Disciplinary Appeals**

1. Pre-Disciplinary Meeting

A full-time employee who has attained a regular appointment shall have the right to a pre-disciplinary meeting before his/her department head or designee whenever the employee may be subject to a demotion, non-emergency suspension, or non-emergency dismissal. In the event of an emergency suspension or dismissal a meeting will be conducted by the department head or designee as soon as practicable after the action has been taken.

## 2. Procedure for Pre-Disciplinary Meetings

Notice of a proposed disciplinary action shall be provided to the employee including a statement of the proposed action, the reasons therefore, and a copy of the charges and materials upon which the action is based. The employee shall have ten (10) days to respond orally, in writing, or both to the charges. Within ten (10) days of the employee's response, he/she will be advised in writing of the City's decision. If the disciplinary action is upheld, the employee will receive a Notice of Disciplinary Action stating the action taken, the reasons therefore, and the employee's right to appeal.

## 3. Post-Discipline Appeal

Within ten (10) days after receiving the Notice of Disciplinary Action the employee may appeal the action in writing to the Director of Human Resources.

## 4. Effective Date of Disciplinary Action

The availability of appeal rights or the filing of an appeal shall not be interpreted as staying the effective date of a disciplinary action stated in the Notice of Disciplinary Action. In the event of a termination, the employee shall cease to be an employee of the City on the effective date of the termination.

## 5. Calendar Days

Unless otherwise indicated, "day" or "days" when used in this section shall be calendar day(s).

## B. Appeals Procedure

1. If a timely appeal is filed as provided in the Grievance Procedure (Article 36) or Pre-Disciplinary Hearings and Disciplinary Appeals section (Article 35, Section A) the City Manager may hear the appeal or appoint any City management/supervisory employee or arbiter who has not been personally involved in the actions giving rise to the discipline to hear the appeal.
2. An "arbiter" is a person with experience acting as a hearing officer on public employment issues. Any hearing conducted by an arbiter shall not be considered an "arbitration" as defined in Code of Civil Procedure Section 1281.6.
3. In the event that the employee requests that an arbiter hear the appeal, such a request will be honored provided the request is made within the ten (10) days after receiving the notice of disciplinary action. The arbiter shall be chosen from a list provided by the State Mediation and

Conciliation Services through a process where the employee organization and the employer strikes the name of an arbiter until only one name remains.

4. If the appeal is heard by anyone other than the City Manager, the hearing officer shall submit a written report outlining his/her findings, conclusions, and recommendations to the City Manager.
5. Within ten (10) days of the receipt of the hearing officer's report, or the conclusion of the hearing if it was conducted by the City Manager or his/her City appointee, the City Manager shall provide his/her written decision to the employee.

### C. Hearings

1. Where practicable, the date of the hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager, provided that the parties may agree to a longer or shorter period of time.
2. All hearings involving disciplinary action against an employee shall be closed to the public unless the affected employee requests that the hearing be open to the public.
3. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission and exclusion of evidence.
4. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify on her/his own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing. The cost of the reporter will be split between the City and TPSSA.
5. The hearing shall proceed in the following order, unless the hearing officer, for special reasons, otherwise directs:
  - a. Opening statements shall be permitted with the City proceeding first.
  - b. The City shall proceed first in a disciplinary appeal hearing. If witnesses are called, the opposing party shall have the right to cross-examine the witnesses on any matter relevant to the issues, even though that matter was not covered on direct examination.



- c. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason permits them to offer evidence upon their original case.
  - d. Closing arguments and written briefs shall be permitted.
  - e. The hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision.
  - f. The hearing officer shall have no authority to amend, alter, or modify the Memorandum of Understanding or any sections of the City's Personnel Rules and shall limit his/her recommendations to the interpretation and application of the Memorandum of Understanding, agreement at issue and/or the City's Personnel Rules.
  - g. The hearing officer may recommend sustaining or modifying the disciplinary action.
6. The hearing officer's findings, conclusion and recommendations shall be filed with the Director of Human Resources. The City Manager, in his/her sole discretion, may hear limited oral arguments and/or request written statements from either party on the hearing officer's findings, conclusions, and recommendations. The City Manager shall inform the appellant of his/her decision regarding the appeal within ten (10) days of the conclusion of the hearing or if the appeal is heard by a hearing officer other than the City Manager, within ten (10) days of the receipt of the hearing officer's report. However, the City Manager may extend the time to issue his/her decision beyond the ten day period if he/she believes it is necessary. The decision of the City Manager regarding the appeal shall be the final step in the administrative appeal process. However, any disciplinary action is deemed final as of the effective date. Copies of the City Manager's decision, including the hearing officer's report shall be filed where appropriate, including the employee's personnel file. The City Manager's decision is subject to review by a superior court pursuant to Code of Civil Procedure Section 1094.6.
7. If the employee organization requests that an arbiter be appointed to hear the appeal the organization shall pay the cost of the hearing up to a maximum of \$1,000; any excess cost will be shared equally by the City and the organization. If either party orders a transcript for their review, the requesting party shall bear the cost of the transcript. If either party unilaterally cancels or postpones a scheduled hearing thereby resulting in a fee charged by the arbiter or court reporter, the party responsible for the cancellation or postponement shall be solely responsible for payment of the fee. The arbiter shall submit his/her bills for services to the party, which is obligated to pay them pursuant to this section.

8. Subpoenas and subpoenas duces tecum pertaining to the hearing shall be issued at the request of either party, not less than ten (10) days prior to the commencement of the hearing; after commencement, subpoenas shall be issued only at the discretion of the hearing officer.
9. The time limits specified at any step in this procedure may be extended or reduced by written agreement of the grievant and an authorized management representative.

### **Article 37. Grievance Procedure**

These procedures are established to provide for the resolution of grievances of unit employees.

#### **A. Limitations**

The procedures set forth in this Section shall apply to all grievances involving unit employees. Excluded from this procedure are grievances related to:

1. The amendment or change of City Council resolutions, ordinances or minute orders, which do not involve provisions of this Memorandum of Understanding (MOU), Personnel Rules, or other agreements between the City and TPSSMA.
2. Position classification.

#### **B. Definitions**

1. Grievance: An expressed claim that there has been a violation, misinterpretation, or misapplication of a provision of the Personnel Rules or Memorandum of Understanding.
2. Grievant: An employee who is alleging a violation, misinterpretation or misapplication of a provision of the Personnel Rules, an agreement between the City and employee organization, or this MOU.
3. Grievance Procedure: The process by which the validity of a grievance is determined and resolution effected.
4. Day: Unless otherwise indicated, "day" or "days" when used in this section shall be calendar day(s).

#### **C. Procedure**

##### **1. Step 1.**

The grievant shall file his/her grievance within ten (10) days after the grievant knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. The grievant shall state the facts necessary to an understanding of the issues involved; refrain from including any unrelated charges; cite the sections of the City resolutions, agreement, Memorandum of Understanding or rules alleged to have been violated and the remedy sought.

The grievant shall submit the grievance form to his/her immediate supervisor. Within ten (10) days of receipt of the form, the supervisor shall inform the grievant of his/her decision. Grievances submitted by employee organization representatives that involve issues potentially impacting the organization's rights or membership as a whole shall be filed at Step 3.

2. Step 2.

If the grievance is not satisfactorily resolved in Step 1, the grievant may, within ten (10) calendar days after receipt of the supervisor's response, submit the grievance to his/her department head. After receipt of the grievance, the department head will meet with the grievant and make such investigation as is required. Within ten (10) days of his/her meeting with the grievant, the department head shall inform the grievant of his/her decision.

3. Step 3.

If the grievance is not satisfactorily resolved in Step 2, or in the case of employee organization grievances, the grievant may submit the grievance to the City Manager. Employee grievances are to be submitted within ten (10) days of receipt of the department head's decision. Such submittal shall include the original of the grievance form and a written statement of any issues that are in dispute. The City Manager has the sole discretion to hear the grievance him/herself or appoint any City management/supervisory employee (except the employee's department head), or an arbiter to hear the grievance and submit a recommendation as to resolution of the grievance. At the hearing, the grievant has the burden of proof and will present his/her case first.

D. General Provisions

1. Prior to filing a grievance, the potential grievant shall discuss the issues of concern with the person or organization representative suspected as having violated provisions of the Personnel Rules or this MOU. Upon a showing of good cause to the Director of Human Resources, such discussion may be waived between an employee and his/her immediate supervisor. Cause shall include, but not be limited to, situations wherein alleged inappropriate actions of the supervisor form the basis for the grievance and the employee has reasonable cause to believe that the supervisor would not be objective.
2. An employee may obtain a grievance form from his/her supervisor or the Human Resources Department. All documents, communications, and records dealing with the processing of grievances shall be filed separately from personnel files.
3. No retribution or prejudice shall be suffered by employees making use of the grievance procedure by reason of such use.
4. Failure by management at any step of this procedure to communicate their decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step.
5. A grievant shall be entitled to be present at all steps of the procedure.

6. Failure by the grievant to appeal a decision on a grievance within the specified time limits shall be deemed acceptance of the decision rendered.
7. The time limits specified at any step in this procedure may be extended or reduced by written agreement of the grievant and an authorized management representative.

#### E. Employee Representation

1. An employee may represent him/herself or be represented by a representative of the employee organization.
2. If an employee chooses not to be represented by the employee organization and the subject of the grievance involves this MOU or other provisions which have been negotiated between the City and TPSSMA, TPSSMA may have staff representatives present beginning with Step 3, and shall have the right to present the organization's interpretation of the provisions at issue. Such presentation shall not include comments regarding the merits of the grievance.

#### **Article 38. 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 restrict an employee from having a written rebuttal attached to a performance evaluation with which the employee disagrees.

#### **Article 39. Membership Meetings**

Each Association member shall be entitled to two (2) hours per calendar year of paid release time for membership meetings. These meetings are in addition to the MOU ratification meetings allowed the Association. The Association shall provide a minimum of two (2) weeks' advanced notice to the City of such meetings. The two (2) hours per calendar year of release time shall be used in one (1) hour increments and will be non-cumulative for the next calendar year.

Members of the Association Board are permitted to attend one Board meeting per month. If the meeting occurs during a Board member's work hours, he/she will be permitted to attend on release time (i.e., will be paid for the time without having to use other leave or make up the time) as long as the Board member informs his/her supervisor in advance and the supervisor determines based on workload that the Board member can attend without creating a disruption to work.

#### **Article 40. 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.
- D. The City agrees it will not lock out employees during the term of this MOU.

#### **Article 41. Management Rights**

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

1. The right to contract or subcontract services and/or work. 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 upon notification to the Association regarding the nature and expected duration of the emergency. In the event of such suspension of the Resolution, 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 to 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 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.
4. The right to modify the performance evaluation form.
5. The right to modify and update class specifications.

#### **Article 42. Layoffs**

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

IN WITNESS WHEREOF, the parties hereto have executed this document this 11<sup>th</sup> day of August 2018.

**FOR THE CITY OF TUSTIN**

**FOR THE TUSTIN POLICE SUPPORT SERVICES  
MANAGEMENT ASSOCIATION**

\_\_\_\_\_  
Jeffrey Parker, City Manager

\_\_\_\_\_  
Connie Vit, President

\_\_\_\_\_  
Derick Yasuda, Director of Human Resources

\_\_\_\_\_  
John Garzone, Vice President

\_\_\_\_\_  
Matthew West, Assistant City Manager

\_\_\_\_\_  
Karen Coffman, Secretary

\_\_\_\_\_  
Karyn Roznos, Senior Management Analyst

\_\_\_\_\_  
Stephanie Distefano, Treasurer

\_\_\_\_\_  
Peter Brown, Liebert Cassidy Whitmore

\_\_\_\_\_  
Alysia Cornell, Member at Large

\_\_\_\_\_  
Kailey Kaczor, Member at Large

\_\_\_\_\_  
Kayleen Kuykendall, Member at Large

\_\_\_\_\_  
Denise Avila, Negotiations Team Member

\_\_\_\_\_  
Chris Grover, Supervisor Representative

\_\_\_\_\_  
Dave Kanoti, Manager Representative

---

Bo Gutierrez, UELA General Manager

**APPENDIX A – HOURLY SALARY RANGES****Effective the pay period that includes July 1, 2018**

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Police Support Services Manager	44.27	46.53	48.92	51.42	54.05	56.76
Police Support Services Supervisor	35.29	37.09	38.99	40.99	43.09	45.24

**Effective the pay period that includes July 1, 2019**

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Police Support Services Manager	45.59	47.93	50.38	52.96	55.67	58.46
Police Support Services Supervisor	36.34	38.21	40.16	42.22	44.38	46.60

**Effective the pay period that includes July 1, 2020**

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Police Support Services Manager	46.96	49.37	51.89	54.55	57.34	60.21
Police Support Services Supervisor	37.43	39.35	41.37	43.48	45.71	48.00