

RESOLUTION NO. 2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA, CALIFORNIA, APPROVING A WAGE AND BENEFIT PACKAGE FOR THE PUBLIC SAFETY MANAGERS

WHEREAS, the City Council is committed to a compensation policy that strengthens the recruitment and retention of well-qualified and effective managers; and

WHEREAS, back in 2003, the Public Safety Managers initiated a petition to no longer be affiliated with any other bargaining group, and to represent themselves in informal discussions with the City Manager over wages, hours, and other terms and conditions of employment; and

WHEREAS, the City Manager has entered into discussions with the public safety managers and has assembled a wage and benefit package incorporated herein, that outlines and delineates the benefit structure for these employees which includes concessions consistent with other employee bargaining groups;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria, California, that the compensation plan for the public safety managers shall become effective the payroll period beginning December 17, 2011 as follows:

1. **MANDATORY TIME OFF (MTO) PROGRAM**

The following MTO Program shall be implemented during the 2012 payroll calendar year and shall be applicable to the Police and Fire Chiefs, Police Commanders, and Deputy Fire Chief.

From December 17, 2011 through December 28, 2012, said employees will not work on thirteen (13) eight-hour MTO days. In recognition of having these thirteen (13) days off, employees shall have a five percent (5%) negative premium charged to their base salary pay rate per payroll period, and will not work on the following MTO days:

- January 20
- February 17
- March 16
- April 20
- May 18
- June 15
- July 20
- August 17
- September 21
- October 19
- November 16
- December 14
- December 24 (Christmas Eve)

MANDATORY TIME OFF (MTO) PROGRAM (con't)

Unless otherwise indicated, both Police and Fire Administrative Offices will be closed for business on the above identified thirteen (13) days.

To avoid fluctuations in the aforementioned employees' bi-weekly pay, the five percent negative premium will be charged evenly over the MTO Program (each pay period) and will result in each MTO day taken being paid.

If an employee works other than an 8-hour day on a regularly scheduled basis, s/he will be charged eight (8) hours of MTO time and have the option of using vacation time, floating holiday time, management leave or compensatory time (if applicable) to cover the remaining hours in an MTO day.

For employees who work other than a Monday-Friday schedule, if a scheduled MTO day falls on an employee's regularly scheduled day off or the day of a City-sponsored event, the regularly scheduled work day preceding the designated MTO day or (with the supervisor's approval) another day during the work week shall be the employee's MTO day.

Credit toward sick leave, vacation and other benefit calculations (such as step advancements) that are based on time-in-service will continue to be earned as participation in the MTO Program and shall not count as a break in service and shall not affect seniority.

Employees shall continue to make his/her same Pre MTO Program contributions to all employee benefits, such as retirement and dependent health premiums (if applicable).

Employees may continue to request approval to participate in the Voluntary Time Off (VTO) Program, as outlined in current CAM 1993-01, if they so choose.

This MTO Program will sunset on December 28, 2012.

2. MANAGEMENT LEAVE

Management leave is designed to recognize and compensate for work in excess of forty (40) hours per week by exempt non-shift employees and fifty-six (56) hours per week for exempt shift employees. While management leave is not based on overtime hours worked on an hour-for-hour basis, it does allow employees to take paid time off in recognition of time worked in excess of forty (40) hours per work week for non-shift employees or fifty-six (56) hours per week for shift employees.

During the first payroll period of each new payroll calendar year all eligible exempt employees shall be credited with a designated amount of management leave time (rounded to the nearest half-hour) to be used during that payroll calendar year. No portion of the management leave hours may be accumulated or rolled over from one payroll calendar year to another and all unused management leave will

MANAGEMENT LEAVE (con't.)

automatically be erased from the books at the end of the payroll calendar year. For employees separating service or starting during the calendar year, management leave will be pro-rated (to the nearest half-hour) based on the number of full pay periods elapsed or remaining during the payroll year. If an employee, prior to separating service, used more management leave than the pro-rated amount for the payroll year, the excess used management leave will be deducted from the employee's final pay check without the necessity of the City securing a judgment. Accordingly, management leave is a "use it or lose it" benefit and no unused management leave will be cashed out.

Department Heads on at-will employment contracts will receive eighty (80) hours of management leave. With the exception of Battalion Chiefs, all remaining exempt classifications in the Public Safety Managers group shall be placed in the second tier of the program and receive sixty-four (64) hours of management leave per payroll calendar year. During the 2012 payroll calendar year, Battalion Chiefs will not receive any management leave.

3. OVERTIME

Battalion Chiefs shall receive straight time for each hour worked, in a suppression capacity, in excess of his/her assigned shift (56 hour work week). Overtime shall be paid when providing mutual aid in which the City is reimbursed, by either federal or state agencies, at the rate of time and one-half at the 56 hour work week pay rate. With the exception of management leave, no other compensation or benefits will be afforded to these employees in consideration for overtime.

4. HOLIDAYS

The City will recognize seven (eight hour) holidays as fixed holidays for non-shift managers: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas. Non-shift managers will be eligible to receive, on a pro-rated basis, five additional days (forty hours) of floating holiday time on the first pay period in the payroll calendar year to be scheduled off by formal request of each individual employee with the approval of the department head and/or City Manager.

Non-shift managers are eligible to cash-out or sell-back up to forty (40) hours of floating holiday time on one occasion anytime during the payroll calendar year, but prior to the first pay period in December. After the last pay period in November, the City will contribute 100% of any unused floating holiday hours to the Insurance Premium Reimbursement Account (Post Employment Health Plan) during the final pay period in the payroll calendar year.

In order to reduce personnel expenses during 2012, shift Battalion Chiefs have agreed to reduce their floating holiday time. Accordingly, effective December 17, 2011, in recognition of their shift assignment, shift Battalion Chiefs will be eligible to

HOLIDAYS (con't.)

receive, on a pro-rated basis, eighty-four (84) hours of floating holiday time on the first pay period in the payroll calendar year to be used for time off during the calendar year with the approval of the Fire Chief. Shift Battalion Chiefs are eligible to cash-out or sell-back up to eighty-four (84) hours of floating holiday time on one occasion anytime during the payroll calendar year, but prior to the first pay period in December. After the last pay period in November, the City will contribute 100% of any unused floating holiday hours to the Insurance Premium Reimbursement Account (Post Employment Health Plan) during the final pay period in the payroll calendar year.

For employees separating service or starting during the calendar year, floating holidays will be pro-rated (rounded to the nearest half-hour) based on the number of full pay periods elapsed or remaining during the payroll year. If an employee, prior to separating service, used more floating holiday time than the pro-rated amount for the payroll year, the excess used floating holiday time will be deducted from the employee's final pay check without the necessity of the City securing a judgment.

5. SALARY SURVEY PROCEDURES

For purposes of preparing a salary survey for wage and benefit consideration, the City will add 2.86% to the top step salary of Police Chief and 3.20% to the top step of Fire Chief (for salary comparison purposes only), in recognition of the City reporting the employer paid members contribution (EPMC) benefit to CalPERS as special compensation. In December 2010, an additional 2.50% will be added to the Police Chief's top salary step for a total of 5.36%, and an additional 1.33% to the Fire Chief's top salary step for a total of 4.53% (for salary survey comparison purposes), until such time as all surveyed CalPERS agencies have the EPMC benefit. Notwithstanding this provision, said salary survey procedures shall not be interpreted to mandate the setting of salary and/or other forms of compensation at the level indicated in the salary survey.

6. MOVE-UP PAY

Up to a five percent (5%) differential in salary shall be allowed for those personnel who may be required to perform duties above their classification for ten (10) consecutive working days. If an employee is functioning in an acting department head capacity for more than the above stated timeframe, the employee may be placed at the appropriate step in the department head range to compensate him/her for the lengthy assignment. The employee working in a higher classification shall be compensated back to and including the first day that s/he works in the higher classification.

7. BILINGUAL PAY

A salary differential shall only be paid to those employees who are required by the City Manager to use both English and Spanish in communicating with the general public while performing the duties of his/her position. Eligible employees who

BILINGUAL PAY (con't.)

demonstrate appropriate skills in both speaking and understanding the Spanish language, at a basic level, shall receive a two percent (2%) salary differential above his/her regular scheduled salary, within the individual's designated classification. Eligible employees who demonstrate Spanish speaking skills at an advanced level shall receive a three percent (3%) salary differential.

The City Manager's Office will test for the skill level required.

8. EDUCATION INCENTIVE PAY

The City will provide the below educational incentive pay upon date of hire, and it shall be paid in addition to regular pay when the education is in addition to the regular requirements of the job specifications and is work-related. An employee may not receive more than 5% in education incentive pay.

Fire Employees

A.A. Degree = 2.5%

B.A. Degree = 5%

M.A. Degree = 5%

Police Employees

A.A. Degree or Intermediate POST Cert. = 2.5%

A.A. Degree + Intermediate POST Cert. = 5%

B.A. Degree or an Advanced POST Cert. = 5%

M.A. Degree = 5%

9. TUITION REIMBURSEMENT

The City agrees to reimburse employees up to \$1,500 per calendar year for the cost of tuition and books if a grade of "C" or better is obtained for undergraduate and "B" or better for post graduate work.

10. VACATIONS

With the exception of department heads on at-will employment contracts, employees shall be entitled to take all vacation accrued to him/her after six months of employment. Vacation accrual for non-shift managers shall be as follows:

Years	0-4	5-6	7	8	9	10-11	12	13	14	15	16	20+
Hours Earned	80	96	104	112	120	128	136	144	152	160	168	184

The vacation accrual for shift fire managers shall be as follows:

Years	0-3	4-6	7	8	9	10-11	12	13	14	15	16
Hours Earned	132	144	156	168	180	192	204	216	228	240	252

The maximum amount of vacation accumulation at any one time shall be 336 hours for non-shift employees, 416 hours for department heads on at-will employment contracts, and 480 hours for shift fire employees. When an employee reaches the

VACATIONS (con't.)

maximum allowable vacation credit, no additional vacation credit shall be accrued until the vacation balance is below the maximum.

During the calendar year employees performing at an acceptable or superior level are eligible to cash-out or sell-back up to eighty (80) hours of vacation time at straight time on one occasion anytime during the payroll calendar year, so long as they have (after said cash-out) a minimum vacation balance of at least forty (40) hours on the books. This cash-out request may be requested anytime during the payroll calendar year, but no request shall be implemented if submitted later than the first payroll in December of each calendar year.

11. SICK LEAVE

Sick leave will be granted to employees when they are incapacitated for the performance of duties by sickness, injury, or for medical, dental or optical examination or treatment, and a new full-time employee shall be eligible to use sick leave for bona fide illness as it is accumulated.

Each non-shift management employee will accumulate 3.69 hours of sick leave per payroll period with no maximum accumulation, and each shift fire manager (56 hour workweek) will accumulate sick leave at the rate of 12.9 hours per month with no maximum accumulation.

Each non-shift management employee is eligible for up to five days per calendar year, and shift fire managers are eligible for up to 56 hours per calendar year, to be used for family bereavement leave charged to sick leave. The term "family" in this subsection shall be defined as anyone related to the employee by blood, marriage or by law within the third degree of consanguinity.

An employee may use up to half of his/her annually accrued sick leave for family illness. The term "family" in this subsection shall be defined as anyone related to the employee by blood, marriage or by law within the second degree of consanguinity. Family illness in this regard shall be defined as when a child, spouse, or parent of the employee is ill and the nature of their condition requires that the employee provides care. Family Illness may also be used by an employee when s/he is responsible (primary care giver) for the care of said family member and said member is seeking medical, dental or optical treatment.

Unused sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, will be converted to additional service credit at the rate of 0.004 years of service credit for each full day, i.e. 250 days of sick leave for one additional year of service credit. Sick leave hours will be converted to days in the following manner: The unused hours of sick leave for which there is no compensation or remuneration will be divided by eight (8). Any fraction of a day will not be counted toward service credit. There is no limit on the amount of

SICK LEAVE (con't.)

accumulated sick leave that can be converted to service credit. PERS rules mandate that this benefit shall apply to members whose effective date of retirement is within four months of separation from employment and who retire after the effective date of this benefit in the agency's contract. For purpose of reporting sick leave hours to PERS under the sick leave credit benefit option, sick leave hours shall be reduced only by the actual hours paid under the sick leave incentive program.

The City's sick leave incentive program shall compensate employees at the rate of 50 percent for all accrued sick leave beyond 240 hours to a maximum of 1,600 hours when the employee leaves City service upon regular retirement, disability retirement or death.

The City shall retire an employee prior to the exhaustion of sick leave in conjunction with an industrial or non-industrial injury upon a determination that the employee's condition is permanent and stationary for disability retirement purposes. The employee's unused sick leave shall be compensated pursuant to the terms of the City's sick leave incentive program as described above. These provisions are intended to contravene Government Code Section 21025.2 insofar as it provides that an employee's disability retirement will not commence until all sick leave benefits are exhausted.

12. RETIREMENT

The City will provide the 3% @ 50 CalPERS retirement benefit, based on the single highest year (one year final compensation) retirement formula for sworn police employees hired before July 1, 2011 with the City's contribution to the employee's share of retirement being nine percent (9%) and the City reporting to CalPERS the employer paid members contribution (EPMC) as special compensation for retirement purposes.

For sworn police employees hired on or after July 1, 2011, the City will provide the 3% @ 55 CalPERS retirement benefit, based on the last 36 months of employment (three-year average highest compensation), and the employees shall be required to pay the entire members' contribution.

In addition to the above, the City will also provide all sworn police employees with the Pre-Retirement Option 2W Death Benefit.

The City will provide the 3% @ 50 CalPERS retirement benefit, based on the single highest year (one year final compensation) retirement formula for sworn fire employees hired before July 1, 2011 with the City's contribution to the employee's share of retirement being nine percent (9%) and the City reporting to CalPERS the employer paid members contribution (EPMC) as special compensation for

retirement purposes. In addition, the City will also provide said employees with the Post-Retirement Survivor Allowance.

For sworn fire employees hired on or after July 1, 2011, the City will provide the 3% @ 55 CalPERS retirement benefit, based on the last 36 months of employment (three-year average highest compensation), and the employees shall be required to pay the entire members' contribution.

In addition to the above, the City will also provide all public safety managers with the CalPERS Section 21024 Military Service Credit as a public service benefit; the CalPERS credit for unused sick leave benefit (see Section 11); and the 1959 CalPERS Survivor Benefit Level 4 benefit.

13. DEFERRED RETIREMENT

The City agrees to provide an IRS approved 401(a) deferred compensation plan in addition to the current 457 deferred compensation plan.

14. UNIFORM ALLOWANCE

The City shall provide sworn Police management personnel with a pro-rated uniform allowance of \$15.38 per pay period for personal maintenance (cleaning and laundering) of uniforms.

The City also agrees to furnish and replace normally worn or damaged uniform items for the sworn Police management personnel. The standards and specifications of all police uniform items shall be determined by the Police Chief. Replacement of worn or damaged police uniforms will be subject to inspection and approval by an employee's immediate supervisor.

The City agrees to provide Fire management personnel a pro-rated uniform allowance of \$25.00 per pay period for personal maintenance (cleaning and laundering) of uniforms. The City also agrees to furnish and replace normally worn or damaged uniform items for Fire management personnel. The standards and specifications of all fire uniform items shall be determined by the Fire Chief. Replacement of worn or damaged fire uniforms will be subject to inspection and approval by an employee's immediate supervisor.

15. MEDICAL INSURANCE

An employee shall be eligible for medical insurance upon his/her first day of employment. The effective date of coverage may vary for new employees based upon whether or not the required premium (necessary to pay for the medical insurance) was deducted in the month prior to the benefit commencing.

The City will contribute \$112.00 per month per employee to be used solely toward City-sponsored health insurance benefits. The monthly optional health insurance contribution for managers, regardless of the health plan chosen, shall be:

	<u>Police</u>	<u>Fire</u>
Employee Only	\$450.00	\$424.00
Employee plus one	\$483.00	\$452.00
Employee plus two	\$575.00	\$544.00

The City shall provide a pro-rated cash option to those employees who do not elect to fully use the optional health insurance contribution amount provided they are in compliance with the below evidence of coverage provision. If an employee is in a paid status and does not participate in the health program and elects the pro-rated cash option, the employee will receive \$413.00 on a monthly basis while on City payroll.

Evidence of major medical health insurance coverage will be required for those employees who receive the cash option and who do not elect to use the City-sponsored health benefits. These employees shall show proof of insurance and sign a form ensuring that they have other major medical health insurance coverage. Employees shall provide said evidence of coverage on an annual basis.

16. LIFE INSURANCE

The City will provide employees with life and accidental death and dismemberment insurance in the amount equal to one time their annual salary, up to a maximum of \$150,000 upon his/her first day of employment. The employee will pay \$0.53 bi-weekly for the above stated employee only insurance benefit with the City paying the remainder of the premium.

17. DENTAL AND OPTICAL INSURANCE

Employees shall be eligible for dental and optical insurance upon his/her first day of employment, and the City shall pay the full cost of the monthly premiums for employee and family coverage. The dental benefit amount is \$2,000 annually, and the City agrees to add posterior composite restoration to the current plan design.

18. POST EMPLOYMENT HEALTH PLAN

The City will contribute sixty dollars (\$60) per bi-weekly pay period per employee toward a post employment health plan.

19. PROBATIONARY PERIOD

All original and promotional appointments shall be tentative and subject to a probationary period of one (1) year of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) consecutive days shall automatically extend the probationary period by that number of days the employee is on leave.

20. LAYOFF

The layoff procedures for public safety managers shall be conducted pursuant Appendix C of CAM 79-2 with the exception of the following sections:

- Reduction in Force – Layoff: Except as otherwise provided, whenever there is a reduction in workforce, the appointing authority shall secondly lay off employees by class, by the affected department. Those employees with the lowest performance and/or qualifications in that classification shall be laid off first.

Any employee so laid off, for reasons other than disciplinary in nature, will be given thirty (30) days notice, in writing, by the appointing authority. All probationary and regular employees so laid off shall have their names placed on the City re-employment eligibility list.

- Re-employment of Employees Laid Off as a Result of a Reduction in Force: Employees who are laid off and who held probationary or regular City status at the time of layoff shall have their names placed on a re-employment list for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their performance. Vacant positions in such classifications will be offered to eligibles on the re-employment list who qualify for such vacancies prior to an open or promotional recruitment.

Once a person on a re-employment list is reinstated to a regular position as a result of his/her re-employment rights, his/her name shall be removed from the re-employment list for the classification which he/she was reinstated and from all re-employment lists for classifications at the same or lower salary range of the classification in which he/she was reinstated.

Duration of Reinstatement and Re-employment Lists: The eligibility of individuals on the reinstatement and re-employment lists shall extend for a period of one year from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten working days from the date the notice is mailed to them shall have their names removed from either the re-employment or reinstatement lists.

An employee's name may be removed from the reinstatement/re-employment list if any of the following occur:

1. The individual indicates that he/she will be unable to return to employment with the City during the life of the list; or
 2. The individual cannot be reached after reasonable efforts have been made to do so. The City shall utilize certified mail or personal delivery when contacting individuals.
- Obligation to Serve Probationary Period: A person appointed from a re-employment list or classification reinstatement list must serve a new probationary period in order to attain regular status if they are appointed to a different classification or are placed in another department.

LAYOFF (con't.)

If a person is appointed to a position from a re-employment list which he/she has not previously held, the appointment shall be subject to a probationary period. The person would be eligible for a merit increase after satisfactory completion of six months of employment in the position, subject to the limitations of the salary range.

If the employee should fail to pass probation, his/her name shall be placed back on any re-employment list(s) which the employee had initially been on, prior to his/her appointment into the position.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria held this 20th day of December, 2011.

ATTEST:

Chief Deputy City Clerk

Mayor

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

CONTENTS:

BY: _____
DEPARTMENT HEAD

BY: _____
CITY MANAGER