



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

MANAGEMENT COMPENSATION PLAN

August 14, 2015 – JUNE 30, 2018



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I. MANAGEMENT POSITIONS

An employee in a regular budgeted management position identified in Exhibit A is engaged in developing, implementing or recommending policy and in affecting employer-employee relations, and shall receive **wages** and benefits as provided in this plan. **Non-exempt employees will be paid in accordance with the Fair Labor Standards Act (FLSA)**

II. PROBATIONARY STATUS

An employee shall serve a probationary period for twelve (12) months following the date of appointment or promotion to a regular budgeted management position.

III. SALARY PLAN

A. Management salary schedules are listed in Exhibit A.

B. Longevity

Santa Cruz METRO shall compensate an employee with longevity increments as follows:

- 5.0% of the base salary after ten years continuous service.
- An additional 5.0% of the base salary after fifteen years continuous service.

C. Supplemental Cash Payment

In the payroll period of June 21, 2012, employees covered by the Management Compensation plan will receive a \$1,750 supplemental cash taxable payment.

IV. HEALTH & WELFARE BENEFITS

A. Medical Insurance

Santa Cruz METRO shall provide medical insurance coverage for an employee, retiree and eligible dependents under the provisions of CalPERS. Santa Cruz METRO shall pay premiums at a level sufficient to cover the cost of the basic monthly medical insurance premiums for HMO plans offered in Santa Cruz County by the CalPERS medical program. Santa Cruz METRO will continue to offer the H-Care Plan (IRC Section 125 pre-tax medical reimbursement plan) as allowed by the County of Santa Cruz. The amount Santa Cruz METRO pays towards medical premiums for retirees will be consistent with the premium participation amount specified in the Management Compensation Plan in effect at the time of the individual's retirement or the amount stated in Santa Cruz METRO's contract with CalPERS, whichever is greater. Qualifying individuals who retired prior to July 1 2005 shall continue to receive supplemental premium payments in accordance with Santa Cruz METRO's Retiree supplemental Premium Participation Plan adopted August 25, 2006.

An employee who declines participation in Santa Cruz METRO's medical insurance program and produces satisfactory evidence of other medical insurance coverage shall be paid \$300 for each full three calendar month quarter beginning January 1 of each year while in active service and in which Santa Cruz METRO paid coverage would have been provided had Santa Cruz METRO's medical program been elected.

B. Dental Insurance

Santa Cruz METRO shall provide paid dental insurance coverage for an employee and eligible dependents.



C. Vision Insurance

Santa Cruz METRO shall provide paid vision insurance coverage for an employee and eligible dependents.

D. Life and AD&D Insurance

An employee shall be entitled to a \$50,000 term life and AD&D insurance policy paid by Santa Cruz METRO plus \$150,000 in optional supplementary life and AD&D insurance paid by the employee.

E. Survivor's Benefits

Upon the death of a covered employee, who is on Santa Cruz METRO's payroll and has dependents covered under Santa Cruz METRO's medical, vision and dental plans, Santa Cruz METRO's share of coverage of the eligible dependents shall continue for twenty-six (26) consecutive pay periods.

F. Retirement Benefits

An employee shall be enrolled in the Public Employees Retirement System (PERS) including the third level 1959 Survivors benefit as allowed by PERS. The Employee shall pay the "employee share" of PERS up to a maximum of eight percent.

Dental, vision, and life insurance plan coverage shall be provided by Santa Cruz METRO for an employee retired under the provisions of PERS and the employee's dependents until the retired employee reaches age 65. To qualify for this benefit, the retired employee shall have been an employee of Santa Cruz METRO for the equivalent of ten (10) full-time years immediately prior to the date of retirement and reached the age of 50 years.

G. State Disability Insurance

Santa Cruz METRO shall provide paid coverage for an employee for State Disability Insurance.

H. Long Term Disability Insurance

Santa Cruz METRO shall provide for a long term disability insurance plan (LTD). The plan shall provide for monthly payments to an eligible employee of up to \$10,000 per month. The plan shall start LTD one year and one month after month of hire.

I. Deferred Compensation Plan

Santa Cruz METRO shall provide a deferred compensation plan to an employee.

J. Industrial Injury

An employee shall be entitled to workers compensation insurance to be provided by Santa Cruz METRO.

K. Continuation of Insurance during an Unpaid Leave of Absence

An employee who is on an unpaid leave of absence exceeding one hundred eighty (180) calendar days must pay the total monthly premiums in advance to continue medical, dental and vision insurance coverage. Failure of an employee to make advance payments for insurance coverage shall result in the employee and any dependent(s) being dropped from the plans.

L. Principal Domestic Partner Coverages

Santa Cruz METRO medical, dental and vision insurance coverages may be extended to an employee's principal domestic partner (PDP) while the employee's own coverages are being paid by Santa Cruz METRO. In the absence of the PERS Medical Program allowing for PDP coverage, reimbursement of monthly premiums may be made to an individual medical plan to a maximum of \$185.



V. HOLIDAYS

An employee shall be entitled to the following holidays with pay:

- Thanksgiving Day
- Christmas Day
- New Year's Day

Effective July 1, 2012 an employee shall also be entitled to the following holidays with pay:

- Labor Day
- Independence Day
- Memorial Day

Effective July 1, 2013 an employee shall also be entitled to the following holidays with pay:

- Martin Luther King Jr. Day
- Employee's Birthday

For an employee's birthday falling on February twenty-ninth (29th), the twenty-eighth (28th) day of February will be observed as the employee's birthday in years other than leap years. If an employee's birthday falls on the same day as a paid holiday the employee will be allowed to take the day off and receive the regular hourly rate for the holiday and the equivalent number of hours at the regular hourly rate for their birthday holiday, or, have the equivalent number of hours at the regular hourly rate for their birthday holiday added to his/her annual leave accrual.

In addition to the above-specified days, an employee may choose any (11) eleven additional days as floating holidays or when working a partial year, a prorated number of days as determined by the **CEO/General Manager**. An employee shall be compensated for any unused floating holiday time at the end of the fiscal year at the employee's regular rate of pay, not to exceed the total of eighty-eight (88) **hours**, when combined with Administrative Leave.

An employee shall be entitled to receive any special non-recurring holiday designated as an official State holiday by the Governor of the State of California or as an official national holiday by the President of the United States, subject to the approval of the Board of Directors.

Upon departure from Santa Cruz METRO for any reason, an employee shall be compensated for any unused holiday time at the employee's hourly rate.

VI. PAID LEAVES

A. Annual Leave (effective August 27, 2015)

An employee shall accrue annual leave at the following rates:

- a. for the first five years of employment.....**eleven (11) days/year**
- b. between five and nine years of employment.....**nineteen days (19) days/year**
- c. after nine years of employment.....**twenty-four (24) days/year**



Upon approval of the **CEO/General Manager**, an employee shall be permitted to take a minimum of two weeks annual leave each calendar year.

An employee shall accrue the pro-rata portion of annual leave for which he/she is entitled for each pay period or major fraction thereof, for which he/she is in paid status.

An employee may not carryover into the next fiscal year more than (3) three times the annual allotted time. Annual leave accumulated beyond two hundred (200) hours shall upon two (2) weeks advance written request of the employee, be paid to the employee based on the employee's current base hourly rate. Payment shall be made in the subsequent pay period.

Upon departure from Santa Cruz METRO for any reason, an employee shall be compensated for any unused annual leave at the employee's regular rate.

B. Sick Leave

An employee shall be entitled to sick leave with pay at the rate of one day for each month of employment. Sick leave shall mean personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control, or the illness of a member of the immediate family of such employee which illness requires his/her personal care and attention. Immediate family shall include the parent, spouse, and children, brother, or sister of the employee.

An employee who has accumulated sick leave above 120 days (960 hours) may elect to receive a cash payment of 25% of the accrued sick leave above 120 days in lieu of retaining excess sick leave credits. Any sick leave accrued beyond a balance of 96 hours may, at the option of the employee, be converted to annual leave. All unused sick leave accrued shall be paid to an employee who retires immediately upon leaving Santa Cruz METRO under the provisions of PERS.

C. Administrative Leave

An **exempt** employee shall be entitled to eighty (80) hours of administrative leave each year in lieu of overtime or when working a partial year, a prorated amount as determined by the **CEO/General Manager**. Upon approval of the **CEO/General Manager**, time worked in excess of eighty (**80**) hours in a pay period may be saved and taken as time off in another pay period when the extra hours are earned through participation in unusual, lengthy activities, which require the presence of the employee in meetings, hearings, or negotiations.

Administrative leave not taken during the fiscal year is lost. Upon the approval of the **CEO/ General Manager**, an employee may elect to convert up to eighty (80) hours of Administrative Leave to a bonus payout. In no case, will the Administrative Leave and the Floating Holiday amount paid to the employee total more than eighty-eight (88) hours.

D. Personal Leave

An employee shall be entitled to use **forty** (40) hours per year of personal leave, chargeable to accumulated sick leave.

E. Bereavement Leave

An employee shall be granted a leave with pay in the event of the death of any member of the employee's family. The leave shall be for a period of three (3) working days, five (5) working days if travel is required in excess of 350 miles. The family member is defined as spouse, parent, grandparent, sister, brother, child, grandchild, foster parent, stepparent, foster child, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, nieces, nephews, aunt, uncle, or any person living in the immediate household of the employee.



F. Hospice and Critical Care Leave

An employee shall be granted necessary leaves up to four (4) months for the care of a critically ill family member with appropriate verification. An employee shall be paid for these absences from his/her sick leave or annual leave accruals.

G. Paid Birth/Adoptive Leave

An employee is entitled to forty **(40)** hours leave with pay at or about the time of the birth of the employee's child or at the time of adopting a child. The paid leave shall be within two months of the birth or adoption or at the employee's option at the expiration of State Disability Insurance payments.

H. Jury Duty

An employee required to report for jury duty (except for Grand jury) or to answer a subpoena, as a witness shall be granted leave with full pay until released by the court. An employee shall have court-paid per diems deducted from his/her daily pay during jury duty assignment.

I. Paid Military Leave

An employee in permanent status who is required to attend summer military training exercises as part of his/her military reserve obligation, shall be granted paid military leave not to exceed thirty (30) working days annually.

VII. UNPAID LEAVES OF ABSENCE

A. Maternity/Childcare Leave

Maternity/childcare leave shall be granted for a maximum period of twelve (12) months. If an employee does not have a sufficient paid leave balance to cover the period of absence, an unpaid leave of absence shall be granted.

B. FMLA / CFRA

Santa Cruz METRO will comply with the Family Medical Leave Act and the California Family Rights Act, as amended. These Acts provide for up to twelve **(12) weeks (480 hours)** leave for a serious health condition of the employee or an eligible family member and the employee has worked 1,250 hours in the twelve month period preceding the leave. Accrued sick leave must be used before any unpaid leave. This FMLA/CFRA leave will run concurrently with any other absence due to an employee's serious health condition.

VIII. EXEMPT MANAGEMENT PROVISION

An employee who has exhausted all leave accruals shall not have his/her salary reduced by being absent from work on an authorized absence of less than one full day.



IX. OTHER BENEFITS

A. Training

An employee shall be authorized to attend transit seminars and workshops, and to visit other properties as part of his/her ongoing job duties, and shall be compensated for receipted expenses incurred in so doing.

An employee may request release time and reimbursement of expenses for course work relevant to the employee's current duties and area of responsibility.

Reimbursable expenses include tuition, fees, meals and books. For courses **requiring overnight travel** employees shall refer to **Santa Cruz METRO's Travel Policy**.

Reimbursement will be made for academic or professional credentials, certifications, and/or degrees for courses directly related to the employee's current position, specific job tasks and areas of responsibility.

Approval of release time and reimbursement of expenses is at the discretion of the **CEO/General Manager** and subject to the demonstrated cost-benefit ratio of the training and the current workload of the employee.

B. Mileage reimbursement

If Santa Cruz METRO requires an employee to use the employee's private insured automobile to conduct Santa Cruz METRO business, the employee shall be reimbursed for automobile expenses at the rate established annually by the IRS.

C. On Call duty

If an employee is required to be on call, they shall be offered access to a Santa Cruz METRO vehicle in order to provide for home to work transportation. "On call" shall be defined as the requirement for the employee to report to work after or before normal duty hours to perform the functions, which cannot otherwise be performed during regular duty hours. When an employee is assigned such duties on a regular basis, he/she may be assigned a car for home to work transportation on a regular basis. If such work is assigned on a periodic or occasional basis, the assignment of a car for home to work transportation shall be on an as-needed basis only, as approved by the **CEO/General Manager**. The staff car assigned on an on-call basis to an employee shall be used to provide transportation only between the home and the work place. It shall not be used to make intermediate stops or for any other personal use. During normal duty hours, staff cars are similarly restricted for use only for official business of Santa Cruz METRO, or for transportation between the facilities of Santa Cruz METRO.

Non-exempt employees will be paid in accordance with FLSA regulations.

D. Communication Allowance

When approved by the **CEO/General Manager**, an employee may receive a communication allowance of \$75 each two-week pay period. An employee on approved Santa Cruz METRO travel with the **CEO/General Manager's** approval may be reimbursed for eligible roaming and long distance charges.



X. LAYOFF

A. Insurance

An employee separated from Santa Cruz METRO service as a result of layoff shall have his/her insurance benefits paid by Santa Cruz METRO at the same level while employed for a period of ninety (90) days from the date of separation.

B. Severance Pay

An employee laid off shall be given a severance payment equal to eight (8) hours at the base hourly rate for each 2,080 hours of active service, up to a maximum of eighty (80) hours severance pay.

XI. RELOCATION EXPENSES FOR THE RECRUITMENT OF MANAGEMENT POSITIONS

The **CEO**/General Manager is authorized to negotiate the compensation packages of all Management Employees at the time of hire, including, the authority to provide relocation packages for those management positions when in the discretion and determination of the **CEO**/General Manager they are necessary to recruit the most qualified applicant for a vacant Management position. In no case shall the **CEO**/General Manager's authority exceed: 1) a cash payment not to exceed \$15,000 for moving expenses; and (b) two roundtrip airfare reimbursements for use by the candidate of choice only; and (c) a cash payment not to exceed \$5,000 for temporary housing.

Whenever the **CEO**/General Manager exercises the authority granted under this section, he/she shall report the expenditure to the Board of Directors at the first available Board meeting following the finalization of a successful recruitment.