ITEM NO. 22

STAFF REPORT

CITY OF OCEANSIDE

DATE: August 17, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Human Resources Department

SUBJECT: **RESOLUTION IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OCEANSIDE AND THE OCEANSIDE POLICE OFFICERS' ASSOCIATION NON-SWORN (OPOANS) EFFECTIVE AUGUST 17, 2011**

SYNOPSIS

City management representatives have met and conferred with representatives of the Oceanside Police Officers' Association Non-Sworn based on City Council's direction. A tentative agreement for a Memorandum of Understanding (MOU) was reached on August 4, 2011. OPOANS has ratified the agreement. Based on the Council's prior direction, it is requested that the City Council adopt the resolution to approve and implement the proposed MOU.

BACKGROUND

The previous Memorandum of Understanding between the City and the OPOANS expired June 30, 2011. The City's negotiating team and OPOANS representatives met and conferred; this resulted in a tentative agreement on August 4, 2011. OPOANS ratified the agreement. The proposed agreement is for a term from August 17, 2011, through June 30, 2013, and includes compensation and contract language clarification as directed by the City Council.

ANALYSIS

The key economic issues in the MOU agreement include revisions to the California Public Employees' Retirement System (PERS) benefit including implementation of the two-tier retirement for new hires, and revisions in medical insurance cost-sharing.

The MOU provides that all unit employees, with the exception of Beach Lifeguards, will commence paying an additional 2% of the employee's portion of their retirement effective the first full pay period after ratification (for a total of 5%), and an additional 3% effective the first full pay period in January 2012 (for a total of 8%). Beach Lifeguards will commence paying 4% of the employee's portion of their retirement effective the first full pay period after ratification (for a total of 4%), and an additional 5% effective the first full pay period in January 2012 (for a total of 9%).

Other significant items contained in the agreement include a reopener clause in January 2013, if medical insurance rates are scheduled to increase by more than 10%, and a two- tier retirement formula to apply to new hires.

FISCAL IMPACT

As provided by the Finance Director, the total projected savings to the City to implement the proposed changes to PERS, from all funds for FY 2011/2012, is approximately $132,253 .

The budget reduction is applied as follows:

500010101.5205 (OPD Administration – Fringe Benefit)	($29,723)
500501101.5205 (Field Operations – Fringe Benefit)	($33,224)
500506101.5205 (Communications – Fringe Benefit)	($45,464)
500503101.5205 (Investigations – Fringe Benefit)	($ 5,251)
550557101.5205 (Beach Lifeguards – Fringe Benefit)	($22,091)
550557101.5380 (Beach Lifeguards – Uniforms)	3,500 increase
Total Contract Savings FY 11/12	($132,253)

NOTE: There was an error in the adopted budget which included a 1% salary adjustment for OPOANS in the adopted budget resulting in an additional $32k. This reduction is included in the fiscal impact to offset the shortfall. The accounts are:

500010101.5105 (OPD Administration-Regular Employees)	($ 7,774)
500501101.5105 (Field Operations-Regular Employees)	($ 8,746)
500506101.5105 (Communications-Regular Employees)	($11,985)
500503101.5105 (Investigations-Regular Employees)	($ 1,296)
550557101.5105 (Beach Lifeguards-Regular Employees)	($ 2,592)
Total Salary Savings FY 11/12	($32,393)

Attachment 1 is the amended budget prior to June 30, 2011, which provides a running balance of the General Fund deficit.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving and implementing the Memorandum of Understanding with the Oceanside Police Officers' Association Non-Sworn effective August 17, 2011, through June 30, 2013.

PREPARED BY:

Marsha Davis
Interim Human Resources Director

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Teri Ferro, Financial Services Director

ATTACHMENTS:
- Resolution
- Memorandum of Understanding

CITY OF OCEANSIDE
FY 2011-2012 ADOPTED & AMENDED OPERATING BUDGET

	General Fund	Other Funds	Total
Adopted 6/1/2011 (Agenda Item #17)	$ 112,915,313	$ 224,690,535	$ 337,605,848
Amended 6/1/2011 (Unreps,Aides,CCCS positions)	$ 9,163	$ (30,426)	
Amended 6/22/2011 (OCEA MOU)	$ (296,634)	$ (496,024)	$ (792,658)
Amended 7/6/2011 (MECO MOU)	$ (120,386)	$ (65,855)	$ (186,241)
Amended 7/6/2011 (WCE MOU)	$ (32,022)	$ (10,254)	$ (42,276)
Amended 8/17/2011 (OPON MOU)	$ (132,253)	$ -	$ (132,253)
Total Amended Budgets @ 8/17/2011	$ 112,343,181	$ 224,087,976	$ 336,431,157
Total Budgeted Revenues @ 6/1/2011	$ 112,033,102	$ 224,690,535	$ 336,723,637
Amended 7/6/2011 (Vehicle Replacement)	$ 306,483	$ 667,029	$ 973,512
Total Amended Revenues @ 7/6/2011	$ 112,339,585	$ 225,357,564	$ 337,697,149
Surplus/(Shortfall) - Use of Reserves	$ (3,596)	$ 1,269,588	

Prepared by Teri Ferro 8/11/2011

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OCEANSIDE AND THE OCEANSIDE POLICE OFFICERS' ASSOCIATION NON-SWORN

WHEREAS, representatives of the City Council of the City of Oceanside have met and conferred in good faith pursuant to the Myers-Milias-Brown Act with representatives of the Oceanside Police Officers' Association Non-Sworn; and

WHEREAS, as a result of the said meet and confer sessions a Tentative Agreement (Agreement) with said Association was signed by the Interim Human Resources Director and representatives of said Association.

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

SECTION 1. That the Memorandum of Understanding for the period from August 17, 2011 through June 30, 2013 (attached hereto as Attachment I), between the City of Oceanside and the Oceanside Police Officers' Association Non-Sworn is hereby approved and adopted. The Memorandum of Understanding hereby approved shall expire at 11:59 p.m., on June 30, 2013, unless extended or modified as set forth in the Memorandum of Understanding.

SECTION 2. That all terms and conditions contained in the Memorandum of Understanding shall prevail over any inconsistent provisions of prior Memoranda of Understanding adopted by the City Council.

SECTION 3. That the City Manager is hereby directed to implement all provisions of said Memorandum of Understanding and to prepare any required amendments to the

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Personnel Rules and Regulations of the City of Oceanside and to submit said amendments to this Council for its approval.

PASSED AND ADOPTED by the City Council of the City of Oceanside, California, this _____day of _____, 2011, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
MAYOR OF THE CITY OF OCEANSIDE

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

John P Mullen
_____
City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF OCEANSIDE

and

THE OCEANSIDE POLICE OFFICERS' ASSOCIATION
(Non-Sworn)

Effective August 17, 2011 – June 30, 2013

SUMMARY OF CHANGES

1. **TERM** – From the date of ratification through June 30, 2013.

2. **RETIREMENT** – Effective the pay period beginning August 21, 2011, all employees, with the exception of Beach Lifeguards, will contribute an additional 2% of the employee's portion of their retirement. Effective the first full pay period in January 2012, all employees, with the exception of Beach Lifeguards, will contribute an additional 3% of the employee's portion of their retirement, for a total of 8%. Effective the pay period beginning August 21, 2011, all Beach Lifeguards will commence contributing 4% of the employee's portion of their retirement. Effective the first full pay period in January 2012, all Beach Lifeguards will contribute an additional 5% of the employee's portion of their retirement, for a total of 9%. Provides for a 2nd tier CalPERS retirement structure to be established during the term of the contract for 2% @ 60 with three highest year average.

3. **HEALTH INSURANCE** – Provides for reopener clause if in January 2013, medical insurance rates are scheduled to increase by more than 10%.

4. **UNIFORM ALLOWANCE** – Provides for a uniform allowance of $700.00, payable annually, to Beach Lifeguards.

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MEMORANDUM OF UNDERSTANDING
between the
CITY OF OCEANSIDE
and the
OCEANSIDE POLICE OFFICERS' ASSOCIATION

ARTICLE 1.00. GENERAL

Section 1.01. Intent and Purpose

It is the intent and purpose of this Memorandum of Understanding to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, terms and conditions of employment between employees represented by the Oceanside Police Officers' Association and representatives of the City of Oceanside.

The Association agrees to recommend ratification to its membership, and City representatives agree to recommend to the City Council, of the City of Oceanside, that all terms of the Memorandum be adopted in full by resolution of the City Council. Upon such adoption, all terms and conditions of this Memorandum shall then become effective without further action by either party.

Section 1.02. Continuation

Except as expressly set forth in this Memorandum of Understanding, all existing ordinances and resolutions and policies of the City pertaining to the employment relationship shall remain in full force and effect.

Section 1.03. Constitutionality

If any section, subsection, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Agreement.

Section 1.04. Dues Deduction

The City agrees that, during the term of this Agreement, it will deduct monies and remit to the Association as authorized by payroll deduction cards submitted by employees in the same manner as existed prior to this Agreement.

The Association, upon receipt of the dues deducted, shall indemnify, defend and hold the City of Oceanside harmless against any claims made and against any suit instituted against the City of Oceanside on account of check-off of employee Association dues. In addition, the Association shall refund the City of Oceanside any amounts paid in error upon presentation of supporting evidence.

Section 1.05. City Rights

It is understood that all rights, powers and authority possessed by the City prior to the execution of this Agreement are retained by the City and remain exclusively and without limitation within the rights of the City. Such rights include determinations as to appropriate levels of service; consideration of the merits, necessity, or organization of any service; determining the missions of its constituent departments; setting standards of service; determining manning requirements; establishing work schedules; assigning and approving overtime; determining the procedures and standards of selection for employment and promotion; directing its employees; contracting for any work or operation; determining the number and location of work stations; determining employee performance standards including, but not limited to, quality and quantity standards; determining the methods, means, and personnel by which government operations are to be conducted; determining the content of job classifications; taking disciplinary action up to and including discharge for cause; relieving employees from duty because of lack of work or other economic reasons; taking all necessary actions to carry out its missions in emergencies including the determination of whether or not an emergency exists; exercising control and discretion over its organization and the technology in performing its work, and establishing reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

Section 1.06. Duration of Memorandum

This Memorandum of Understanding shall be effective upon ratification, through **June 30, 2013** for all non-sworn personnel represented by the Association.

This Memorandum of Understanding shall continue in full force and effect unless written notice to terminate or modify it is provided on or before March 1, **2013**, or March 1 of any succeeding year.

Section 1.07. Unit Description

A. The following classifications are represented by the Association and are members of this unit:

1. Aquatics Specialist
2. Beach Lifeguard Sergeant
3. Beach Lifeguard Lieutenant
4. Dispatcher I
5. Dispatcher II
6. Communications Supervisor
7. Community Services Officer
8. Crime Prevention Specialist
9. Field Evidence Technician Trainee
10. Field Evidence Technician
11. Investigative Assistant
12. Police Records Technician
13. **Public Safety Call-Taker**
14. **Public Safety Dispatcher**
15. Senior Field Evidence Technician
16. Senior Police Records Technician

B. Effective August 8, 1994, the City agrees to notify the Association in writing of the names of newly hired or service retired employees represented by the Association.

Section 1.08. Access to Work Locations

A. GENERAL AND EXECUTIVE BOARD MEETINGS

1. Association meetings may be held during work hours.

2. Association meetings shall be scheduled in advance at times approved by Department management.

3. The Department management shall not withhold approval of a requested meeting provided the proposed meeting does not interfere with the normal operations of the Department.

4. On-duty officers may attend an Association meeting provided the on-duty personnel obtains prior approval from their Division Commander.

5. With prior approval from the Chief of Police, OPOA members may be allowed duty time to organize and administer events and activities that enhance the image of the community and the Police Department.

B. PROCESSING GRIEVANCES

1. Association officers or representatives shall be given release time from their normal duties to process employee grievances.

2. Authorization to process a grievance on City time must be obtained in advance from the officer's or representative's immediate supervisor.

3. Processing a grievance includes discussions with the employee regarding the grievance, reviewing grievance materials, interviewing witnesses and attending grievance hearings or interviews.

4. Depending on operational needs of the Department, reasonable preparation time will be allowed in conjunction with the processing of the grievance.

C. DISCUSSION OF WORK CONDITIONS OR POSSIBLE GRIEVANCES DURING ON-DUTY TIME

1. Association officers or representatives shall be given release time from their normal duties to contact members of the Association concerning work conditions or possible grievances.

2. Authorization to contact members during working hours must be obtained in advance from the representative's immediate supervisor and also from the member's immediate supervisor.

3. Solicitation of membership, activities concerned with the internal management of the organization, collection of dues, campaigning for office, conducting elections, preparing or distributing literature is not to be performed during on-duty hours.

4. Members may contact Association officers and representatives during working hours regarding work conditions or possible grievances provided the member obtains authorization in advance from the member's immediate supervisor and the Association officer's or representative's immediate supervisor.

5. On-duty casual conversations regarding work conditions of short duration are not subject to the prior authorization requirements of this policy unless the number or frequency of such casual conversations or unplanned meeting negatively affect the Association officer's or representative's ability to satisfactorily perform his or her job assignment for the Department.

D. USE OF CITY FACILITIES

1. Use of Mail Boxes

   a. General distribution of Association material to the membership must be done during off-duty hours.

   b. Departmental mail boxes may not be used to distribute inflammatory or disrespectful material (General Order 76.4).

2. Attachment to Paychecks

   Association documents may not be attached to paychecks.

3. Department Materials, Equipment or Staff Time

   a. The Association, its officers or representatives may not use Department staff time to create, type, copy or distribute Association materials to the membership.

   b. Departmental materials may not be used for Association purposes.

   c. City equipment including the City's e-mail, Internet, Intranet, may not be used to create, copy, transport or deliver Association materials or for any other Association purpose without the approval of the Chief of Police.

4. The Association may use City facilities for meetings consistent with the provisions of the Civic Center Act.

E. DISCUSSION/ASSISTANCE/ENROLLMENT OF EMPLOYEES IN INSURANCE, LEGAL DEFENSE FUND AND ASSOCIATION MEMBERSHIP

1. Departmental New Employee Orientation Program

   Association representatives may take part in new employee orientations held on site by the Department to provide and discuss information regarding insurance, legal defense fund and Association membership.

2. Welfare Issues

   a. Association representatives shall be given release time from normal duties to deal with members' concerns regarding serious family illness or a death in the family.

   b. If release time of significant duration is needed, the representative shall obtain prior authorization from the representative's immediate supervisor.

   c. If the Association representative is also a designated Department representative, release time will be authorized and not be considered as internal Association Business.

3. Insurance Inquiries

   Association representatives may respond on duty to members insurance inquiries of short duration (5-10 minutes) without prior authorization unless the volume of inquiries prevent the representatives from satisfactorily performing his/her job assignment for the Department.

ARTICLE 2.00. SALARY/CLASSIFICATION PLAN

Section 2.01. The Salary Step Plan

A. The Salary Step Plan as described in this Agreement shall provide a salary range for each employee job classification. Such salary range will be divided into six (6) salary level steps which shall be interpreted and applied as follows:

1. "A" STEP. The "A" or first step salary level will be the minimum rate and normally shall be the starting or hiring rate. In special cases, when it is merited by experience, education, training or other qualifications, the City may approve the hiring of a candidate for employment at a higher level.

2. "B" STEP. The "B" or second step salary level may be granted to an employee after satisfactory completion of six (6) calendar months of service during the probationary period. The adjustment shall be made only if granted by the City. This second step must be granted at the time of satisfactory completion of the original probationary period.

3. "C" STEP. The "C" or third step salary level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase, only if granted by the City.

4. "D" STEP. The "D" or fourth step salary level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase, only if granted by the City.

5. "E" STEP. The "E" or fifth step salary level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase, only if granted by the City.

6. "F" STEP. The "F" or sixth step salary level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase, only if granted by the City.

Section 2.02. <u>Salary Plan Administration</u>

A. Employees shall normally receive salary compensation on a bi-weekly basis with paychecks being distributed on Friday. Each bi-weekly pay period shall normally extend from 12:01 a.m. on the Sunday before a normal payday through 12:00 a.m. on the Saturday following a normal payday.

B. An employee will not receive any compensation of any type while on leave of absence without pay or while absent from duty without official leave.

C. If the salary range for a particular job classification is either increased or decreased, the City agrees to meet with the Association to determine appropriate placement on the salary range.

D. The City may accelerate salary step advancement for individual employees at its discretion.

E. To maintain any given salary step level, an employee must continue to maintain a fully satisfactory level of performance. All employees shall receive at least one (1) annual written department evaluation. Additionally, the City may, at any time, assess an employee's performance by conducting an evaluation. If any such written departmental performance evaluation does not demonstrate an employee's continued successful performance, that employee may be reduced in salary step level or demoted in job classification. Any such reduction will be re-evaluated, at the City's discretion, after a specified period of time not exceeding one (1) year.

F. EVALUATION DATE DEFINED: The date on which an employee is to receive a performance evaluation in accordance with the salary step plan and the probationary period. Any change in an employee's job classification shall be considered as an appointment which establishes a new Evaluation Date.

1. This definition shall be utilized, as appropriate, throughout this Agreement unless specifically provided otherwise.

2. The Evaluation Date for any employee not present for duty and not in a pay status for one (1) or more full pay period(s) shall be advanced that number of pay periods.

Section 2.03 <u>The Probationary Period</u>

A. DEFINED. The probationary period is a working evaluation period following an employee's appointment to the City service, or appointment to a new job classification, except by virtue of a reclassification, within the City service. Such a period may be extended by the City as a result of an employee's poor performance evaluation. The length of the probationary period shall normally be for six (6) calendar months (12 months for Dispatchers) unless otherwise specified by the City.

B. Any appointment to, or within, the City service, except by virtue of a reclassification, shall not be deemed to be permanent until the successful passage of an employee's probationary period. Such probationary period shall be considered as part of the employee's examination process during which the City may reject any probationary employee whose performance or qualifications do not fully meet the required standards of employment.

C. Any appointment to the City service shall be tentative and subject to the probationary period during which any newly appointed employee may be discharged by the City without right of appeal, if during such probationary period the City deems the employee unfit or unsatisfactory for permanent appointment.

D. Any appointment within the City service shall be tentative and subject to the probationary period during which any newly appointed employee may be rejected by the City without right of appeal, if during such probationary period the City deems the employee unfit or unsatisfactory for permanent appointment.

Section 2.04. <u>Acting Appointment</u>

The City may, at its discretion, appoint an employee to an acting capacity in a job classification different than the one currently held by the employee. The employee shall receive any salary range increase, which may be attendant to such acting service only after ten (10) consecutive workdays of City-recognized successful service in such acting capacity. Any salary range increase provided to an employee shall be determined in accordance with the promotion provisions of this Agreement. Service in an acting capacity shall not continue for a period of time exceeding one hundred eighty (180) days nor be considered in establishing an employee's Evaluation Date for the purpose of applying the salary step plan.

Section 2.05. <u>Reclassification</u>

A. The City may, at its discretion, reclassify any job within the City service to accommodate materially changed job duties not anticipated in the original classification which are assigned or directed to be performed by the City, but not to include duties voluntarily assumed by any employee.

B. RECLASSIFICATION DEFINED: A reclassification is a change in job description and/or job title of a position within the City service to accommodate materially changed job duties not anticipated in the original classification which are assigned or directed to be performed by the City, but not to include duties voluntarily assumed by an employee. Salary range level increase or decrease may, at the City's discretion, accompany a reclassification. Position reclassification is neither promotional nor demotional.

C. RECLASSIFICATION PROCESS: Reclassification claims for an employee may be submitted by the Association, the employee or department management to the City's Personnel Department no later than January 1 of each year. Any reclassification changes that are recommended by the Personnel Department shall be submitted for consideration during budget deliberations. Those reclassifications that are approved by the City Council shall take effect in the first pay period in July.

Section 2.06. <u>H-Rating</u>

A. The City may, at its discretion, H-Rate any employee in the City service. Such action shall not take effect until any employee has had fifteen (15) calendar days advance notice. Upon request the City shall meet with an employee and/or the employee's representative concerning the impact of the City's decision to apply an H-Rate.

B. H-RATING DEFINED. H-Rating shall mean that the salary range for the affected employee shall remain the same until the employee's salary range equals or exceeds the H-Rating level.

Section 2.07. <u>Promotion</u>

The City may, at its discretion, promote any employee to a different job classification within the City service having more responsible duties, and/or higher job qualifications, and/or a higher salary range level. Upon promotion, any employee shall receive a minimum salary increase equivalent to one (1) salary step in the employee's current (pre-promotional) job classification, provided that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary range level established for the new job classification. A promotion shall establish a new Evaluation Date for purposes of applying the salary step plan. Any promotional appointment shall be tentative and subject to the probationary period. Any employee rejected during such probationary period shall be reinstated to the job classification held prior to the promotion, unless the employee is discharged from the City service as provided in this Agreement.

ARTICLE 3.00. BENEFITS

Section 3.01. Holidays

A. Employees shall be granted the following holidays, or their equivalent (a holiday is equivalent to eight hours):

1. January 1
2. The third Monday in January (in lieu of "Martin Luther King Jr. Day)
3. February 12, known as "Lincoln's Birthday"
4. The third Monday in February (in lieu of Washington's birthday)
5. The last Monday in May (in lieu of Memorial Day)
6. July 4
7. The first Monday in September, known as "Labor Day"
8. September 9, known as "Admission Day"
9. The second Monday in October (in lieu of "Columbus Day")
10. Veterans' Day
11. Thanksgiving Day
12. Friday following "Thanksgiving Day"
13. December 25
14. Every day on which an election is held throughout the state. Each employee may have the option, with the approval of his/her Department Head, to work on Election Day and take another day off in lieu of the day worked.
15. When such holidays occur on a day when an employee is normally scheduled to work or it is determined that job requirements require his/her working, the employee shall receive compensating time off from his/her employment as soon as job requirements permit.

B. All recognized holidays scheduled and accrued between January 1 and June 30 shall be credited to each unit member on January 1. All recognized holidays scheduled and accrued between July 1 and December 31 shall be credited to each unit member on July 1. If the time credited is not approved for scheduled time off during the identified six-month period, the employee shall be paid for any such hours at the employee's current hourly rate on the **second scheduled payday of the month after June 30** or December 31. Such holiday time may be scheduled and taken prior to the date of the holiday, provided that any such pay for time off so advanced shall be deducted from the final paycheck of any employee separating from City employment prior to the date of the holiday.

C. Effective August 29, 1994, a one-time bank will be established for all current holidays that an employee has previously earned. Banked Holidays and new Holidays will be shown on the Leave Summary portion of their paycheck. Employees may draw Holiday time from either the banked or new holiday balances. A separate code has been provided to the Police Department payroll section for each holiday balance.

Section 3.02. Vacations

A. All employees shall be entitled to annual vacation leave except the following:

1. Employees serving their original probationary period in the service of the City. However, vacation credit for the time shall be granted to each such employee who later receives a permanent appointment.

2. Temporary, seasonal, part-time or extra-help employees.

B. Vacation Accrual Rates

(1) During an employee's first five (5) full consecutive years of employment, the employee shall accrue 3.08 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 10 days per year or equivalent.)

(2) During an employee's 6th consecutive year of employment, the employee shall accrue 3.39 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 11 days per year or equivalent.)

(3) During an employee's 7th consecutive year of employment, the employee shall accrue 3.69 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 12 days per year or equivalent.)

(4) During an employee's 8th consecutive year of employment, the employee shall accrue 4.00 hours of vacation leave for each 80 hours in a pay status. (This accrual amounts to approximately 13 days per year or equivalent.)

(5) During an employee's 9th consecutive year of employment, the employee shall accrue 4.31 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 14 days per year or equivalent.)

(6) During an employee's 10th consecutive year of employment, the employee shall accrue 4.62 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 15 days per year or equivalent.)

(7) During an employee's 11th consecutive year of employment, the employee shall accrue 4.93 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 16 days per year or equivalent.)

(8) During an employee's 12th consecutive year of employment, the employee shall accrue 5.24 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 17 days per year or equivalent.)

(9) During an employee's 13th consecutive year of employment, the employee shall accrue 5.55 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 18 days per year or equivalent.)

(10) During an employee's 14th consecutive year of employment, the employee shall accrue 5.86 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 19 days per year or equivalent.)

(11) Beginning with an employee's 15th consecutive year of employment, the employee shall accrue 6.15 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 20 days per year or equivalent.)

(12) Beginning with an employee's 20th consecutive year of employment, and extending through the remaining years of employment, the employee shall accrue 7.69 hours of vacation for each 80 hours spent in a pay status. (This accrual amounts to approximately 25 days per year or equivalent.)

C. For the purpose of accruing vacation credits, hours worked include paid leave time such as sick leave or vacation but does not include any time worked in excess of normal required work week such as overtime.

D. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service in the City in order to be eligible for his/her annual vacation leave, provided, however, that the City Manager may authorize an employee to take accrued vacation earlier if, in his/her judgment, valid reasons make it in the best interest of the service and the employee that an exception be granted. Under no circumstances shall an exception be made if an employee has not completed at least six (6) months of continuous service.

E. The time during a calendar year when an employee may take his/her vacation and the maximum length of that vacation shall be determined by the Department Head with due regard to the wishes of the employee, and particular regard to the needs of the service. The approval of the length and time of the requested vacation shall not be unreasonably withheld by the Department Head.

F. Employees in each section shall schedule vacation time on the basis of seniority within the Police Department. Employees shall select their vacation time and duration at the beginning of the calendar year. Employees may change their vacation times and duration, with concurrence of their supervisor. In the event of a conflict of vacation schedules brought about as a result of an employee's transfer or reassignment, seniority within the Police Department will prevail.

G. All eligible employees hired before July 1, 1994, may accumulate vacation leave up to a maximum of three hundred and sixty (360) hours. Once that maximum is reached, the employee shall stop accruing vacation credits until the maximum accumulated vacation leave balance is less than 360 hours.

H. All eligible employees hired after July 1, 1994, may accumulate vacation leave up to a maximum of two hundred (200) hours. Once that maximum is reached, the employee shall stop accruing vacation credits until the maximum accumulated vacation leave balance is less than 200 hours.

I. In the event one or more municipal holidays fall within an annual leave, such holidays shall not be charged as vacation leave.

J. In the event of termination of employment, the employee shall receive, in lieu of vacation, a sum of money equal to the number of hours of accrued and unused vacation time officially recorded by the City times the employee's then-current hourly rate of pay.

Section 3.03. Sick Leave

A. DEFINED. Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, necessary consultation with or treatment by a doctor or dentist, necessary attendance to the illness or injury of a member of the employee's immediate family, or death within the employee's immediate family. An eligible non-sworn employee may use up to 40 hours of accumulated sick leave per fiscal year due to the sickness, injury or death of a member of the employee's family requiring the assistance of that employee.

1. An employee's immediate family shall consist of the employee's parents, grandparents, parents-in-law, brothers, sisters, spouse and children.

2. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor prior to the time established at the beginning of the employee's workday.

3. Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposely self-inflicted or caused by willful misconduct.

4. Sick leave shall only be granted in even one-half hour increments.

5. Sick leave shall not be granted to any employee absent from duty after separation from City service, or during a City-authorized leave of absence without pay, or any other absence from duty not authorized by the City.

6. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

7. Sick leave may be granted to any employee during the first six (6) full calendar months of the employee's original probationary period.

8. In the event that an employee has applied for sick leave use for two (2) or more consecutively scheduled working days, the City may require a physician's certification as to the diagnosis of the illness or injury, the treatment recommended for it, and an approval of the employee's intended return to work. The City may, however, require such certification regarding sick leave use at any time.

B. SICK LEAVE ACCRUAL

1. All employees shall accrue one (1) hour of sick leave for each 21.66 hours spent in a pay status beginning on the first day of service as a City employee. Such accrual shall take place on a pay period basis. Hours spent in a pay status shall include all regular hours worked in the City service and all hours spent in a paid leave status from regular duties, and shall exclude any hours worked as overtime or special time.

2. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

3. Employees granted leaves of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by this Agreement.

4. Sick leave shall not be accrued by any employee absent from duty after separation from City service, or during a City-authorized leave of absence without pay, or any other absence from duty not authorized by the City.

C. REIMBURSEMENT FOR ACCRUED SICK LEAVE

1. For employees hired on or prior to July 1, 2002:

   Upon separation by retirement following five (5) continuous years of City service, an employee may be paid fifty percent (50%) of the employee's total accrued sick leave or may apply a portion of or the entire accumulated sick leave accrual balance to PERS service credit at the employee's option. Such reimbursement shall be at the employee's salary rate at the time of separation and shall reduce the employee's total amount of accrued sick leave to zero.

2. For employees hired after July 1, 2002:

   Upon separation by retirement, following five (5) continuous years of City service, an employee may be paid fifty percent (50%) of the employee's accrued sick leave up to a maximum payoff level of 600 hours or may apply a portion of or the entire accumulated sick leave accrual balance to PERS service credit at the employee's option. Such reimbursement shall be at the employee's salary rate at the time of separation and shall reduce the employee's accrued sick leave by the number of hours cashed out.

3. For employees hired on or prior to July 1, 2002:

   Upon separation of any type, other than by disciplinary discharge, and following ten (10) continuous years of City service, an employee may be paid fifty percent (50%) of the employee's total accrued sick leave or may apply a portion of or the entire accumulated sick leave accrual balance to PERS service credit at the employee's option. Such reimbursement shall be at the employee's salary rate at the time of separation and shall reduce the employee's total amount of accrued sick leave to zero.

4. For employees hired after July 1, 2002:

   Upon separation of any type, other than by disciplinary discharge, and following ten (10) continuous years of City service, an employee may be paid fifty percent (50%) of the employee's accrued sick leave up to a maximum payoff level of 600 hours or may apply a portion of or the entire accumulated sick leave accrual balance to PERS service credit at the employee's option. Such reimbursement shall be at the employee's salary rate at the time of separation and shall reduce the employee's accrued sick leave by the number of hours cashed out.

5. Each calendar year, an employee may elect to receive payment in lieu of accrued sick leave provided such employee has used thirty-two (32) hours or less of sick leave during the period. An eligible employee shall notify the City of the desire to receive such payment prior to the last working day in November of any calendar year. An employee receiving such pay shall receive, at the then-current salary rate, pay for one-fourth (1/4) of the number of hours of sick leave accrued less those hours used for the calendar year period. The employee's accrued sick leave shall be reduced by the number of sick leave hours for which pay is provided.

6. Upon termination following ten (10) years of continuous employment or upon retirement following five (5) years of continuous employment with the City, the employee shall be compensated for fifty (50) of the employee's accrued sick leave up to a maximum payoff level of 800 hours, at the employee's current hourly rate of pay at the time of separation which shall reduce the employee's total amount of sick leave to zero.

7. Effective August 8, 1994, adopt the Family and Medical Leave Policy.

8. Accrued leave may not be authorized to extend employment with the City.

Section 3.04. <u>Bereavement Leave</u>

A. A permanent employee shall be eligible to take three (3) days leave of absence on account of the death of a member of the employee's immediate family.

B. An employee's immediate family shall consist of the employee's spouse, children, stepchildren and foster children; the employee's or spouse's grandparents, parents, step-parents, brothers or sisters; and other members of the employee's family residing in the employee's home.

C. Upon approval of the Police Chief, an additional two (2) days of bereavement leave may be granted. These two (2) days, if granted, shall be chargeable to sick leave.

Section 3.05. <u>Mileage Reimbursement</u>

A. The Division Head may authorize the use of the employee's personal vehicle or provide for commercial transportation.

B. When an employee is authorized to use his/her personally owned vehicle, during work assignments, the City shall provide advanced mileage or mileage reimbursement at a level equivalent to the current IRS rate. This rate is subject to adjustment up or down based on actions of the Federal government. The set rate is intended to be a total amount paid for use of the vehicle, inclusive of gas, oil, insurance and maintenance.

C. Employees are not authorized to claim anything beyond that set standard rate. The choice to accept the standard rate is the employee's. Where the employee feels that this rate is insufficient for his/her purposes or for his/her vehicle, he/she may decline to use his/her own car.

D. In such cases, the least expensive commercial transportation will be furnished to the requesting employee, i.e., bus or rail transportation to the city of destination.

Section 3.06. <u>Hours and Overtime</u>

A. HOURS

Unit members shall work a scheduled duty assignment of eight and one-half hours per day, five days per week, which includes a one-half hour duty-free meal period. Notwithstanding the above, the City reserves the right to continue to assign employees to a 4/10 shift schedule. Such employees shall work ten and one-half hours per day, four days per week, which includes a one-half hour duty-free meal period. Employees assigned to work the 3/12 shift schedule at the discretion of the Administrative Captain shall work three 12 and ½ hour shifts per week with one additional 10 hour shift within a 28 day period. The 12 and ½ hours sifts includes briefing and lunch period. Any work performed in excess of the 12 and ½ hour shift or the one 10 hour shift shall be paid as overtime based on the employee's regular rate of pay. Employees assigned to the 3/12 shift schedule shall receive an additional four (4) hours of straight time pay when working on a recognized holiday as defined in this Memorandum of Understanding. There will be a minimum of 7 (seven) hours off between shifts (including court time) to ensure an appropriate rest period. All other authorized time off shall be computed on an hour for hour basis.

B. OVERTIME COMPENSATION AND COMPENSATORY TIME OFF

1. All authorized time worked exceeding scheduled assignments shall be compensated as overtime pay or as compensatory time off, as agreed upon by the appropriate immediate supervisor and the employee. All overtime will be compensated at the rate of one and one half times the employee's regular rate of pay. All overtime work shall be authorized in advance by an employee's appropriate immediate supervisor, or no compensation shall be provided. All time which an employee spends in a pay status shall be considered in establishing the employee's normal regularly scheduled forty (40) hour work week.

2. An employee may accrue a maximum of eighty (80) hours of compensatory time off. Such time off shall be scheduled at the City's discretion with due regard to the wishes of the employee and the City's work requirements.

Section 3.07. <u>Court Appearance Pay</u>

Employees who, on scheduled time off, vacation and/or holiday time, are required to be present in court (or other similar legal proceeding) in connection with the performance of their duties, shall receive a minimum of three (3) hours at time and one-half. This three-hour minimum shall commence when the employee departs their place of residence and concludes upon arrival back at their residence. If the employee is called back to the same court on the same day in the afternoon, the employee will be paid at time and one half for all time spent in the afternoon court. If the employee is required to appear in two different cases (one court in the morning and one court in the afternoon) on the same day, the employee shall receive the three hour minimum for each court appearance. Personnel on I.O.D. status may claim overtime benefits only for that amount of time in excess of eight (8) hours for each appearance.

Section 3.08. Special Compensation

A. DISPATCHER/COMMUNITY SERVICES OFFICER TRAINER ASSIGNMENT

The Department may designate and assign employees as Dispatchers or Community Services Officer Trainers as needed. Permanent Dispatchers and Community Service Officers may request that they be considered for Trainer assignments. For each forty (40) hours that a Dispatcher or Community Services Officer is assigned to actively serve as a Trainer, the employee shall receive four (4) hours of extra pay at the employee's regular rate of pay to compensate for the added trainer functions and responsibilities.

Temporary assignments replacing designated Trainers for periods of less than forty (40) hours will not qualify for this additional compensation. Providing routine on-the-job assistance and guidance to less senior and/or trainee Dispatchers/Community Services Officers or systems orientations for other personnel shall not be considered as qualifying assignments.

B. DIVE PAY

Beach Lifeguard Lieutenant and Sergeants will be entitled to dive pay equal to double their current hourly rate. Dive pay applies only to actual time in the water utilizing scuba equipment. Dressing time, planning time and clean-up time will be paid at the regular hourly rate. The minimum number of certified divers per dive shall be two (2).

C. EMT PAY

Employees in the classifications of Beach Lifeguard Lieutenant and Beach Lifeguard Sergeant, possessing valid Emergency Medical Technician certification, will be entitled to EMT pay in the amount of 5% of their base salary, effective August 26, 2007.

D. DISPATCHER RETENTION PAY

Employees in the classification of Dispatcher I and Dispatcher II currently employed with the City of Oceanside on the date of ratification of this agreement and who remain in the Dispatcher classifications and who remain continuously employed through June 2010 will be eligible to receive a one time retention bonus of $2,500. Said bonus will not be reported to the California Public Employees Retirement System as income for the purpose of calculating retirement.

Section 3.09. Callback Pay

Whenever an employee is called back to work after he/she has left the worksite, the employee will receive time and one-half for the time actually worked or a minimum of two (2) hours at straight time, whichever is greater. Such callback pay minimum shall not apply for employees required to report to work two hours or less immediately preceding the start of a scheduled shift.

Section 3.10. Bilingual Pay

A. All members of the department are eligible to apply to be tested for bilingual certification. Any employee may apply to be tested for bilingual certification and a certification examination shall be scheduled within a reasonable time thereafter by the City or its designee.

B. The City shall determine which languages are needed and the number of personnel needed to perform the service. All persons passing the test up to a maximum to be determined by the City shall be certified to receive the bilingual stipend of $100.00 per month to be included in the regular rate of pay.

C. Employees who have bilingual skills and who are not receiving bilingual pay shall not be required to perform these duties on a regular basis. However, employees who have bilingual skills may not refuse to use those skills on a reasonable basis. If the employee disputes the need for the City to require the employee to use the bilingual skill, the employee shall perform the required service and seek resolution of the dispute through the grievance procedure.

Section 3.11. Shift Differential Pay

Effective September 29, 2002, shift differential pay in the amount of 5% of base salary shall be paid, for all hours on the shift, to employees who as part of a regularly assigned full shift, or a temporary full shift assignment, work the majority of hours on the shift after 5:00 p.m. (Example: An employee who starts at 2:00 p.m. and works until 10:00 p.m. will receive shift differential pay. An employee who works 12:00 p.m. to 8:00 p.m. will not receive shift differential pay).

Section 3.12. Residence/Emergency Recall

All employees of the Oceanside Police Department, who are subject to emergency recall, must live within a reasonable distance of their place of employment so as to be able to respond to emergency recalls within a reasonable length of time. The response time shall not exceed one hour of travel at the speed limit (at other than peak commute hours) measured from the Oceanside city limits.

Section 3.13. Review of Personnel File

Members of the Association may review their personnel files with the exception of pre-employment background examination results and psychiatric test results, providing reasonable notice by written request is made to the department head.

Section 3.14. Deferred Compensation Plan

The City shall provide a non-contributory Deferred Compensation Plan. In addition to salary, any portion of the following benefits may be diverted to the Plan at the employee's option, subject to restrictions established by the City's adopted Plan: compensation for holidays, sick leave, and overtime. The City reserves the right to change, alter, amend, and discontinue any Plan and to impose specific conditions upon the use of any Plan.

Section 3.15. Health Insurance

A. The City shall provide every eligible employee (defined as an employee receiving benefits) with the option of selecting medical, dental and/or vision insurance for the employee only or for the employee and all eligible family members. If eligible family members are enrolled, they must be enrolled in the same coverage as elected by the employee.

B. The City agrees to contribute a sum not to exceed $545 per month towards City group insurance benefits for the employee and eligible family members. Each eligible employee may elect to use this contribution towards health coverage by enrolling in the City's group insurance plans. If the employee and his/her spouse are both eligible for coverage as City employees and enroll in the same plans under family coverage, the monthly City contribution may be combined to offset the costs of the premiums. Under no circumstances shall the City be required to pay any of the unused City contribution to the employee in cash.

C. Each eligible employee may elect to change the selection of optional benefits programs once per year at a time designated by the City and insurance provider.

D. The City shall continue health/dental/vision coverage for employees on approved leaves of absence without pay provided the employee pays the premiums in a timely manner. The City shall provide the employee with a payment schedule. For employees on approved leaves of absence without pay under the Family and Medical Leave Act, the City shall continue the monthly insurance contribution as provided by law

E. The City shall provide every eligible employee with $30,000 of group life insurance coverage. The City shall contribute, as appropriate, monthly premiums.

F. Effective September 1,1999 the City will provide a **supplemental** life insurance program option for the employee and dependents. Employees who opt to participate in this program will pay the cost of such insurance purchased under this provision.

G. Effective January 2008, the City agrees to pay the employee's health insurance premium as follows:

a. Medical:
For family coverage, the City agrees to pay 75% of the medical insurance premium, not to exceed 75% of the cost of the City of Oceanside approved contracted HMO plan.
For two-party coverage, the City agrees to pay 85% of the medical insurance premium, not to exceed 85% of the cost of the City of Oceanside approved contracted HMO plan.
For single coverage, the City agrees to pay 100% of the medical insurance premium, not to exceed 100% of the cost of the City of Oceanside approved contracted HMO plan.

b. Dental:
For family coverage, the City agrees to pay 75% of the dental insurance premium not to exceed 75% of the cost of the City of Oceanside contracted PPO premium.

For two-party coverage, the City agrees to pay 85% of the dental insurance premium not to exceed 85% of the cost of the City of Oceanside contracted PPO premium.
For single coverage, the City agrees to pay 100% of the dental insurance premium not to exceed 100% of the cost of the Delta Preferred PPO premium.

c. **Vision:**
For family coverage, the City agrees to pay 75% of the vision insurance premium.
For two-party coverage, the City agrees to pay 85% of the vision insurance premium.
For single coverage, the City agrees to pay 100% of the vision insurance premium.

H. If both husband and wife are employed full time with the City, the City will pay the full cost of the family plan for health, dental, and vision, not to exceed the cost of the City of Oceanside contracted HMO plan; the City of Oceanside contracted PPO plan, and the vision plan.

I. In the event that medical insurance rates for the benchmark plan are scheduled to increase by more than 10 percent (10%) of the 2012 rate in January 2013, either party may reopen for renegotiation the portion of this agreement covering medical insurance cost-sharing.

Section 3.16. <u>Long-Term Disability Insurance (LTD)</u>

The City shall provide for long-term disability insurance for all eligible employees. Minimally, such program shall provide a disability benefit equivalent to sixty-six and two-thirds percent (66 2/3 %) of the employee's basic monthly salary up to the maximum per month benefit. The plan for employees shall provide for a 90-day waiting period. Other details of the disability plans are contained in the insurance policies for employees.

Section 3.17. <u>Short-Term Disability Insurance (STD)</u>

The City shall continue to provide for short-term disability insurance for all employees. No disability benefits shall be provided by any such program concurrent with sick leave benefits, disability retirement benefits, or benefits equivalent to those provided in Labor Code Section 4650 or like benefits, which may be imposed by state or federal mandate.

1. The City shall contribute, as appropriate, up to the full "employee only" premium cost of the above-described short-term disability program. Maximum reimbursement is **$700.00** per week.

2. The short-term disability insurance program described in Section V.F.1. above shall not be canceled or otherwise altered in scope except by the mutual agreement of the City and the Association. The City shall notify the Association prior to any change in carriers for Short Term Disability insurance.

Section 3.18. <u>Uniform Allowance</u>

A. Community Services Officers, Crime Prevention Specialists, Field Evidence Technicians, Field Evidence Technician Trainees, Investigative Assistants, and Senior

Field Evidence Technicians, required to wear uniforms shall receive $575.00 annual cash uniform allowance payable the first payday in August 2004. New hires shall receive two sets of uniforms.

B. Communications Supervisors, Dispatchers and Evidence and Property Technicians shall receive two sets of uniforms when hired. Upon satisfactory completion of the probationary period, employees shall receive $450.00 annual cash uniform allowance payable the first payday in August.

C The City will continue to supply uniforms and appropriate replacement uniforms for Aquatics Specialists.

D. **Beach Lifeguards shall receive an annual uniform allowance of $700.00 payable the first payday in September.**

Section 3.19. <u>Tuition Reimbursement</u>

A. Permanent employees are eligible to receive tuition reimbursement. The City shall provide reimbursement for tuition, books, lab fees and mandatory fees within a fiscal year up to a dollar amount which shall not exceed the per unit rate based on a normal semester full-load tuition rate at San Diego State University for courses related to the employee's current job. An employee shall be reimbursed upon submitting evidence that he/she has satisfactorily completed the approved course work. Employees shall obtain pre-approval from the City prior to commencement of classes. **Coursework approved during a fiscal year will be applied to that fiscal year allowance, regardless of the course end date.** Reimbursement will only be granted for courses taken at universities or colleges that are accredited with the Western Association of Schools & Colleges or one of the other five regional associations that accredit public and private schools, colleges and universities in the United States.

B. Effective October 2002, the City shall also provide reimbursement pursuant to the guidelines outlined above for courses taken as part of a curriculum (general education or classes applicable to a specific major) that would lead toward an Associate's or Bachelor's Degree.

C. In no event will the total amount for Tuition Reimbursement for any employee, for any combination of classes taken in a fiscal year, exceed the full load rate at San Diego State University.

E. If a **permanent** employee attains a degree **while employed with the City,** in a subject related to his/her current job, the employee shall receive a one-time payment of $300 for an Associate level degree and $600 for a Bachelor's degree.

Section 3.20. Industrial Injuries and Accidents

A. The State Workers' Compensation Laws and this Agreement shall govern all aspects of duty-related injuries, illnesses and accidents.

B. INJURY AND ILLNESS REPORTING

1. Any duty-related injury or illness which requires medical treatment shall be reported to the appropriate immediate supervisor by any injured or ill employee as soon as possible.

2. Any duty-related injury or illness which does not require medical treatment shall be reported to the appropriate immediate supervisor by any injured or ill employee by the end of the workday schedule in which the injury or illness occurred, or as soon as possible.

C. ACCIDENT REPORTING

1. Any duty-related accident which results in any injury or property damage shall be reported to the appropriate immediate supervisor by any accident-involved employee as soon as possible.

2. Any duty-related accident which does not result in any injury or property damage shall be reported to the appropriate supervisor by any accident-involved employee by the end of the workday schedule in which the accident occurred, or as soon as possible.

D. MEDICAL TREATMENT FOR INJURY OR ILLNESS

1. Any employee suffering any duty-related injury or illness which requires either immediate or continued medical treatment shall immediately seek such treatment from a City-approved physician or medical facility except as provided herein.

   a. If an employee has notified the City in writing prior to the date of injury that the employee has a personal physician as defined by State law, then the employee shall have the right to be treated by such physician from the date of injury.

   b. After the date the illness or injury is reported, the employee may select a physician from the Medical Provider Network.

E. ABSENCE FOR INDUSTRIAL INJURY OR ILLNESS

1. Any employee suffering a duty-related injury or illness which prohibits that employee from the performance of regular job duties may request an absence from duty. Such request shall be submitted in the form of a Workers' Compensation claim. Upon the acceptance of any such claim by the City or the State Workers' Compensation Appeals Board, the employee shall be granted an absence from duty. Any dispute regarding any such claim shall be resolved through the State Workers' Compensation Appeals Board process.

2. Any employee granted a leave of absence for industrial injury/illness shall receive salary and fringe benefit compensation from the City for the duration of any such leave, as delineated in the State Workers' Compensation Laws.

Section 3.21. Compensation

All employees shall be compensated pursuant to the City of Oceanside Salary Schedule.

Section 3.22. Retirement

A. For Non-Safety employees, the City has contracted with CalPERS to fund the 2.7% at 55 retirement plan effective the first full pay period in July 2009.

B. For Beach Lifeguard Safety employees, the City has contracted with CalPERS to fund the 3% at 50 retirement plan effective June 30, 2003.

C. The City shall continue to provide for the **following** optional retirement **provisions**:

1. 1959 Survivor Benefits pursuant to Sections 21380 through 21388 of the California Government Code.

2. Effective 1/1/92: Third Level of 1959 Survivor Benefits pursuant to Section 21382.4of the California Government Code.

3. Twenty-five percent (25%) increase in the 1959 Survivor benefit pursuant to Section 21390 of the California Government Code.

4. Retirement Survivor's Benefits pursuant to Sections 21263 and 21263.1 of the California Government Code.

5. Military Service Credit pursuant to Section 20930.3 of the California Government Code.

6. One Year Final Compensation pursuant to Section 20024.2 of the California Government Code.

7. Waiver of age 70 retirement pursuant to Section 20983.6 of the California Government Code.

8. Service credit for unused sick leave.

D. Effective the pay period beginning August 21, 2011, all bargaining unit employees, with the exception of Beach Lifeguards, shall pay an additional 2% of the employee's portion of PERS, for a total of 5%. Effective the first pay period in January 2012, all bargaining unit employees, with the exception of Beach Lifeguards, shall pay an additional 3% of the employee's portion of PERS, for a total of 8% and shall continue to pay the full employee's portion of the PERS contribution.

E. Effective the pay period beginning August 21, 2011, all bargaining unit Beach Lifeguards shall commence paying 4% of the employee's portion of PERS, for a total of 4%. Effective the first pay period in January 2012, all bargaining unit Beach Lifeguards shall pay an additional 5% of the employee's portion of PERS, for a total of 9% and shall continue to pay the full employee's portion of the PERS contribution.

F. **During the term of this MOU, the City shall contract and implement an agreement with PERS to provide a 2nd tier retirement benefit for all Non-Safety employees hired on or after a future date to be determined by the City. Said 2nd tier retirement benefit shall provide a 2% at 60, with 3-year average final compensation, retirement formula.**

Section 3.23. Acting Assignment Pay

A. The City may, at its discretion, assign an employee to an acting capacity in a job classification different than the one currently held by the employee as follows:

1. Dispatchers assigned to an acting assignment as Communications Supervisor shall receive Communications Supervisor pay equal to that which would be received if the employee were actually promoted to Communications Supervisor.

2. Pay for acting assignments shall be paid for each minimum eight-hour shift worked in the acting capacity.

3. Senior Police Records Technicians and Police Records Technicians assigned as acting supervisors, for an entire shift, shall receive acting pay for each full shift.

Section 3.24. Employee Computer Assistance Program

Effective January 2002, employees who have satisfactorily completed their initial probationary period, shall be eligible to participate in the Employee Computer Assistance Program. Employees will be eligible for a loan up to a maximum of $3000 for the purchase of hardware and software approved by the City for home use. The loan will be repaid, by payroll deduction, over a period not to exceed 30 months. Any remaining loan balance is due and payable upon termination, and will be deducted from the employee's final check.

ARTICLE 4.00. DISCIPLINE

Section 4.01. Discipline Procedure

A. Application of Procedure:

The following disciplinary procedure shall apply to all employees.

All appeals by employees to a third party neutral shall be advisory.

B. Procedure

1. Employee misconduct may be cause for disciplinary action including, but not limited to: reprimand, reduction in pay, demotion, suspension with or without pay, or discharge. Such shall include, but not be limited to, any of the following:

2. Commission of an act which results in a criminal conviction and constitutes a misdemeanor or infraction involving moral turpitude or a felony.

3. Unauthorized use or possession of City property or equipment.

4. Causing damage to or waste of public property through misconduct or negligence.

5. Unauthorized or excessive absence from regularly assigned duties.

6. Frequent and unexcused tardiness in reporting to regularly assigned duties.

7. Use of fraud or material misrepresentation but for such fraud or material misrepresentation the employee would not have secured employment.

8. Use of an employee's official position or office for personal gain or advantage.

9. Deliberate dishonesty related to the performance of an employee's duties.

10. Accepting favors or gratuities in return for service required to be performed as a part of the employee's official duties and responsibilities.

11. Discourteous treatment of the public or other City employees.

12. Failure to carry out assigned duties promptly, adequately or efficiently.

13. Insubordination.

14. Intentional or negligent act or omission which adversely affects, or threatens to adversely affect, the safety of the employee or others.

15. Failure to observe and comply with this Agreement or City or departmental rules and regulations.

16. Use of, possession of, or being under the influence of any alcoholic beverage while on duty.

17. Being under the influence of any drug which interferes with the performance of an employee's regular job duties.

18. Use or possession of any illegal drug while on duty.

19. Other serious or socially reprehensible conduct either during or outside of duty hours which is of such a nature it causes serious discredit to the employee's department or the City.

C. Full authority for discipline is retained by the City. The City agrees, however, that employees will be disciplined only for just cause.

D. Prior to the imposition of any discipline, excluding reprimand any classified, permanent employee, the following procedure shall be utilized.

1. The employee shall be given written notice of the disciplinary action including a statement of the reason therefore. Service of such notice shall be considered complete upon the personal delivery of such notice in the U.S. mail, first-class postage prepaid, addressed to the employee's latest known address on file in the Personnel Office of the City.

2. The notice of disciplinary action must also include a copy of the charges of misconduct and, whenever practical, a copy of the materials or documents upon which the charges are based. If it is impractical to provide the employee with a copy of such materials or documents, the employee and/or his/her representative shall be allowed reasonable time to review such materials or documents and the notice of disciplinary action shall set forth the procedure for such a review.

3. The employee shall be given the right to respond to the proposed discipline either orally or in writing to the appropriate City appointing authority. The City shall give the employee a reasonable time to submit his/her response and in no event shall such time period be less than forty-eight (48) hours from the completion of service of the notice of disciplinary action.

4. An employee waives all rights to informally respond to the proposed discipline if he/she fails to submit such response within the time limit established by the City.

5. Following either the submission of the employee's informal response to the disciplinary action or the waiver of such right, the appropriate City appointing authority shall either impose, or modify, or not impose the proposed discipline, as the situation warrants. Any discipline so imposed shall not be stayed by the initiation of a grievance by the employee as provided herein.

E. Notwithstanding the provisions of Section 4.01 hereinabove, any discipline, which, in the judgment of the appointing authority, must be imposed immediately to protect the health, safety, or welfare of the community or other City employees, may be summarily imposed without affecting the pre-disciplinary procedure of Section 401.B. Such procedure shall be completed, however, within five (5) working days of the imposition of the discipline.

F. Grievances of discipline must be initiated by the employee within five (5) calendar days after the imposition of the discipline or, in the case of discipline imposed under section **4.01.D,** after the completion of the informal response procedures. Failure to initiate a grievance within such time limit shall constitute a waiver by the employee of all rights to grieve such discipline hereunder.

G. All disciplinary grievances shall be initiated at Step 3 of the Grievance Procedure delineated herein except grievances of disciplinary action involving reprimands, which shall be initiated at Step 1 and concluded at Step 4.

Section 4.02. <u>Grievance Procedures</u>

A. DEFINED.

A grievance is an alleged violation of a specific clause of this Agreement. Matters for which another method of review are provided by this Agreement, by Resolution, by Ordinance, by Charter, or by State Law shall be excluded from this procedure.

B. PROCEDURE. All grievances shall be presented in the following manner:

1. STEP 1

   a. The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate immediate supervisor or Lieutenant within thirty (30) working days of the date on which the grievance arises, except as provided otherwise in this Agreement. Such grievance shall be in writing, and shall include: a statement of the grievance and the facts relative to it, a statement of the alleged violation of the Agreement and a statement of the remedy requested. Prior to filing any such written grievance every effort will be made to resolve the matter informally. The supervisor shall render a decision in writing to the grievant within five (5) working days from the day the grievance is presented.

   b. The parties agree to submit any issue involving the grievability of a grievance, standing and/or timeliness of filing the grievance to Step 5 Arbitration in an expedited manner. Once an advisory arbitrator has been agreed to, the parties shall submit briefs to the arbitrator on the issue of grievability or timeliness. No hearing need be held on these issues unless one of the parties requests. Once the briefs have been filed and the hearing, if any, has been held, the arbitrator shall provide the parties with a decision within 30 calendar days. A hearing on the substance of the grievance will only be held if the arbitrator decides the grievance raises a grievable issue under the contract or has been timely filed.

2. STEP 2. If the grievance is not resolved in STEP 1, the grievant may appeal it to the appropriate Captain within five (5) working days from the date a decision was rendered in STEP 1 above. Such appeal shall be in writing, and shall include a statement of the grievance and the facts relative to it and a statement of the remedy requested. Within ten (10) working days of receiving such appeal, the Captain shall arrange a meeting between himself, the aggrieved employee, and the employee's representative (if applicable) to review the grievance. The Captain shall render a written decision of the grievance within ten (10) working days after the meeting.

3. STEP 3. If the grievance is not resolved in STEP 2, the grievant may appeal it to the Department Head within five (5) days from the date a decision was rendered in STEP 2, above. Such appeal shall be in writing, and shall include: a statement of the grievance and the facts relative to it; a statement of the alleged violation of the Agreement; and a statement of the remedy requested. Within ten (10) working days of receiving such appeal, the Department Head shall arrange a meeting between himself, the aggrieved employee, and the employee's representative (if applicable) to review the grievance. The Department Head shall render a written decision on the grievance within ten (10) working days after the meeting.

4. STEP 4. If the grievance is not resolved in STEP 3, the grievant may appeal it in writing to the City Manager within five (5) working days from the date a decision was rendered in STEP 2, above. The City Manager, or a designated representative, may render a decision solely on the basis of a review of the record; or may arrange a meeting between himself/herself, those affected and a representative of the Personnel Department before

rendering a decision. The decision shall be rendered within ten (10) working days of the filing of the appeal.

5. STEP 5. If the grievance is not resolved in STEP 4, the grievant may submit it to an advisory arbitrator by filing a written request to do so with the City Manager within five (5) working days from the date a decision was rendered in STEP 3, above.

   a. The City Manager shall request a panel of seven (7) advisory arbitrators from the California State Conciliation Service within fifteen (15) working days of receiving such a request. The Advisory Arbitrator shall be selected to hear the grievance by alternately striking names from such a panel beginning with the aggrieved employee.

   b. The Advisory Arbitrator shall issue subpoenas to compel the attendance of witnesses if such should be necessary, at the request of either party.

   c. The hearing shall be recorded by a certified shorthand reporter or tape-recorded as agreed by the parties. Expenses for such recording services shall be borne equally by the City and the employee, provided, however, that each shall be responsible for any specialized or extraordinary services they might individually request.

   d. In rendering a recommendation, the Advisory Arbitrator shall be limited to the express terms of the Agreement and shall not have the power to modify, amend, or delete any terms or provisions of this Agreement. Failure of either party to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

6. CITY COUNCIL REVIEW. The City Council may, if it deems appropriate, review any recommendation rendered by an Advisory Arbitrator on the basis of a review of the materials prepared by the Arbitrator and/or record of the hearing conducted in STEP 4, above. Any such City Council review must be concluded within thirty (30) working days of the City's receipt of the Advisory Arbitrator's recommendation, and any City Council action as a result of that review shall be final and binding upon the parties. Any City Council decision shall not be arbitrary and shall be based on substantial evidence as contained in the record of the Advisory Arbitrator's hearing.

C. WORKING DAYS DEFINED. As used in this procedure, the term "working days" shall mean regular workdays Monday through Friday between 8:00 a.m. and 4:30 p.m., except holidays on which the City Administrative offices are closed to the public.

D. The fees and expenses of the arbitrator shall be shared equally by the parties involved, except that if either party rejects the advisory decision of the arbitrator, that party must pay the entire cost of the arbitrator's fees and expenses. All other expenses and costs incurred by the parties during arbitration shall be the responsibility of the individual party incurring same.

E. The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.

ARTICLE 5.00 NO STRIKE CLAUSE

A. It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slow-down, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.

B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members not to strike, stop work, slow-down, or picket obstructively, and the Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.

C. It is agreed and understood that any employee concertedly violating this article may be subject to disciplinary action up to and including discharge, and/or, may be considered to have automatically resigned from the City service. For purposes of this article, any employee deemed to have automatically resigned shall be eligible to utilize the Grievance Procedure as provided in this Agreement.

D. It is understood that in the event this article is violated, the City shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in any other City rules, regulations, resolutions and/or ordinances, from any employee and/or the Association. No such actions shall be taken by the City in the event that the Association acts in good faith in accordance with Section B, above.

E. The expiration or violation of this Agreement shall not prejudice the City's right to assert to the illegality of any such activities mentioned above if engaged in by the Association or employees.

ARTICLE 6.00 SCOPE OF AGREEMENT

It is understood that this Memorandum of Understanding sets forth the entire agreement of the parties on all matters within the scope of representation for Fiscal Years **2011 – 2012 and 2012 – 2013** and no further negotiation shall be required with respect to said fiscal years.

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into this **17th** day of **August, 2011**, pursuant to the provision of Government Code 3500, et seq., for presentation to the City Council of the City of Oceanside, California.

DATED _____, OCEANSIDE POLICE OFFICERS' ASSOCIATION

BY _____
Richard Castle, Esq., Chief Negotiator

BY _____
Dan Sullivan, Police Officer

BY _____
Bonnie Stauffer, Communications Supervisor

DATED _____, CITY OF OCEANSIDE

BY _____
Marsha Davis, Interim Human Resources Director

BY _____
Christine Singer, Principal Human Resources Analyst

BY _____
Tom Aguigui, Captain, OPD

- APPENDIX-

PART TIME BENEFITED EMPLOYEES

1. EMPLOYEE DEFINITIONS

Seasonal Employee:
An employee who performs work during part of a calendar year that is seasonal in nature. The employee will work less than 1000 hours or less than nine months in a fiscal year, which ever occurs first.

Temporary Employee:
An employee who performs work in order to cover unusual or peak workload situations, intermittent assignments, emergencies or to cover employee absences. Under no circumstances will any temporary employee be allowed to work more than 1000 hours in a fiscal year. Once an employee has worked 1000 hours within a fiscal year, the employee will be terminated and not allowed to work for the city in a temporary or seasonal category for a 60 calendar day period.

Part-time Employee:
An employee in a permanent budgeted position who performs work in a regularly established schedule of at least 24 hours per week but less than 33 hours per week.

Provisional Employee:
An employee who performs work created through a special government program for which the City is fully or partially reimbursed, or a limited term position that is approved by the City Council for a duration not to exceed a specified term. Upon cancellation of the special government program, completion of the work assignment or upon expiration of the term, the position shall be abolished.

2. BENEFITS FOR PART-TIME EMPLOYEES

The following is a listing of benefits for part time benefited employees within the Oceanside City Employee's Association bargaining unit. This comprises a conclusive list of benefits.

Vacation:
Part time benefited employees will accrue vacation at the same accrual rate as permanent employees, with a cap of 200 hours. Part time employees will only accrue vacation for hours worked on their normal assigned work schedule.

Holiday:
Part time employees will receive 40 hours of holiday hours per year. These hours will be credited on July 1st of each year. The hours shall not exceed 40 and unused hours from the prior year shall have no cash value. The use of holiday hours will not be authorized to increase an employee's normal work schedule.

Medical/Dental/Vision Insurance:
The City shall contribute a sum not to exceed $275.00 per month toward City group insurance benefits for the employee and eligible family members. Under no circumstances shall the City be required to pay any of the unused City contribution to the employee in cash.

Retirement:
Part time employees shall be enrolled in the Public Employees Retirement System (PERS) from the first date of employment. Employees will be required to pay the Employee cost and the City will pay the Employer cost.

Deferred Compensation:
Part time employees may participate in the City non-contributory Deferred Compensation Plan on a voluntary basis, subject to all of the Plan's conditions and regulations.

Flexible Spending Accounts:
Part time employees may participate in the City IRS approved Flexible Spending Account (FSA) program that will enable employees to defer compensation on a pre-tax basis for eligible health care expenses and dependent care expenses. The Administration fees will be paid by the City.

Short Term Disability:
The City shall provide part-time employees short-term disability insurance in the same manner as permanent employees as outlined in the Memorandum of Understanding.

3. PART TIME BENEFITED EMPLOYEES APPOINTMENT PROCESS

Part time benefited employees shall be selected from among those eligible persons properly certified by the Personnel Department on an Eligible List, unless otherwise agreed upon by all parties concerned.

4. PROBATIONARY PERIOD FOR PART TIME BENEFITED EMPLOYEES

All part time benefited employees will serve 1000 hours as a probationary period.

The probationary period shall serve as the final phase of the examination process. It shall be utilized by the Appointing Authority as an on-the-job trial and evaluation of employees in new jobs.

The probationary period shall date from the first day of service after appointment to a part time benefited position from the eligible list and shall continue through the end of the pay period which includes 1000 hours of actual service.