ITEM NO. 13

STAFF REPORT

CITY OF OCEANSIDE

DATE: August 21, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Human Resources Department

SUBJECT: **ADOPTION OF A RESOLUTION APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OCEANSIDE AND THE MANAGEMENT EMPLOYEES OF THE CITY OF OCEANSIDE (MECO) EFFECTIVE AUGUST 21, 2013 THROUGH JUNE 30, 2015**

SYNOPSIS

Staff recommends that the City Council adopt a resolution approving and implementing the Memorandum of Understanding between the City of Oceanside and the Management Employees of the City of Oceanside (MECO) effective August 21, 2013, through June 30, 2015.

BACKGROUND

The previous Memorandum of Understanding between the City and the Management Employees of the City of Oceanside expired June 30, 2013. The City's negotiating team and MECO representatives met and conferred; this resulted in a tentative agreement on July 25, 2013. MECO members had a ratification vote on the agreement on August 13, 2013 and voted to ratify the Agreement. The proposed Agreement is for a term from August 21, 2013, through June 30, 2015, and includes compensation and contract language clarification as directed by the City Council.

ANALYSIS

The key economic issues in the agreement include establishing a cap on the City's cost of healthcare and tuition reimbursement as well as holding salary levels at the current levels.

The Agreement provides a cap to the City's contribution for the health, dental and medical insurance rates effective January 1, 2014. MECO employees also agreed to a salary freeze for the term of the agreement. The Lifeguard Captain's Uniform Allowance was increased $225 per year, reimbursement for safety shoes increased from $120 to $150, the Senior Building Inspectors will be paid up to $ .87 per hour for

up to four International Code Council (ICC) or Legacy Code certifications in the areas of Commercial Building, Commercial Plumbing, Commercial Mechanical and Commercial Electrical which exceed their minimum requirements and the Senior Civil Engineers will be paid up to $1.74 per hour for State of California licensure in Engineering (Professional Engineer, Civil, Structural, Traffic/Transportation).

The agreement also provides that effective MECO employees will pay 50 percent of the "normal retirement costs" as provided by CalPERS up to a defined cap. Depending on the date of hire for Miscellaneous Retirement Plan employees, this equates to 6.75, 7 or 8 percent of their salary; for Safety Retirement Plan employees who are hired after January 1, 2013 and considered "new" to CalPERS, this equates to 12.25 percent. Any increases to the percentages employees pay will need to be negotiated in future years. All current employees are paying their full employee share.

Additionally, significant long-term savings will be realized due to caps on medical, dental and vision insurance contributions as well as the cap on the tuition reimbursement. The agreement has a "Me Too" provision related to general salary increases, insurance contributions and tuition reimbursements. This provision provides for increases should the City negotiate more favorable economic packages in these three areas during the term of the agreement.

The key non-economic issues in the agreement include elimination of the Computer Loan Program and inclusion of MECO members in the Reasonable Suspicion Drug and Alcohol Testing Program.

FISCAL IMPACT

The fiscal impact for FY 13-14 associated with the contract terms are:

Base Wage (Uniform and Certification Pay)	$ 12,892
PERS	2,670
Insurance	-
Other (Admin, Medicare, Unemployment, etc.)	825
Fiscal Year 2013/14 Increase	$16,388

Additionally, significant long-term savings will be realized due to caps on medical, dental and vision insurance contributions as well as the cap on the tuition reimbursement. Medical insurance historically has increased between 8 and 12 percent per year and the City has borne the cost of most of the increase. Tuition Reimbursement has been tied to the cost of a full semester at San Diego State University and increased by approximately 26 percent from FY 2012 to 2013 to $6,578. This agreement caps Tuition Reimbursement at $2,000 per year. The caps put in place in this Agreement will provide ongoing savings to the City.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The resolution has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the Memorandum of Understanding between the City of Oceanside and the Management Employees of the City of Oceanside (MECO) effective August 21, 2013 through June 30, 2015.

PREPARED BY:

Patricia Nunez
Human Resources Director

SUBMITTED BY:

Peter A. Weiss
City Manager

Attachment

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Michael Blazenski, Interim Financial Services Director

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 MANAGEMENT EMPLOYEES OF THE CITY OF OCEANSIDE

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 Management Employees of the City of Oceanside; and

WHEREAS, as a result of the said meet and confer sessions a Tentative Agreement (Agreement) with said Association was reached by the 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 21, 2013 through June 30, 2015 (attached hereto as Attachment I), between the City of Oceanside and the Management Employees of the City of Oceanside is hereby approved and adopted. The Memorandum of Understanding hereby approved shall expire at 11:59 p.m., on June 30, 2015, 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 _____, 2013, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
MAYOR OF THE CITY OF OCEANSIDE

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF OCEANSIDE

and

THE MANAGEMENT EMPLOYEES OF THE CITY OF OCEANSIDE

Effective August 21, 2013 – June 30, 2015

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SUMMARY OF CHANGES

1. **TERM - From August 21, 2013 to June 30, 2015.**

2. **HEALTH/DENTAL/VISION INSURANCE – Provides for City contribution for insurance to be capped at the following rates:**
   a. **Employee only up to - $ 678.68**
   b. **Employee plus one up to - $1,150.57**
   c. **Employee plus family up to - $1,339.74**

   Provides for the City or MECO to reopen contract for negotiations should insurance increase more than 10%.

3. **RETIREMENT – Employees shall pay 50% of the normal costs towards retirement with a maximum cap during this contract period as follows:**
   a. **Miscellaneous Employees hired before December 11, 2011 Up to 8%;**
   b. **Miscellaneous Employees hired between December 11, 2011 and December 31, 2012 up to 7%;**
   c. **Miscellaneous Employees hired on or after January 1, 2013 up to 6.75%; and**
   d. **Safety employees up to 12.25%.**

4. **VACATION ACCRUAL CAP - Employees hired on or after July 1, 1995 may accrue vacation up to a maximum of three hundred (300) hours.**

5. **UNIFORM ALLOWANCE – Beach Lifeguard Captain allowance increased to $700 per year.**

6. **CELL PHONES – Department Directors, at their sole discretion, shall issue City cell phones to any MECO member required to use a cell phone to effectively perform the duties of their position.**

7. **SAFETY SHOES – Reimbursement amount shall be increased from $120 per year to $150 per year.**

8. **RECLASSIFICATION – City agrees to study the reclassification requests submitted by the Administrative Secretaries in the Fire Department, Police Department and Development Services Department.**

9. **"ME TOO CLAUSE" - The City agrees that if, during the term of this MOU, any other employee labor organization is given a global salary increase or any other economic enhancement to their insurance package, the same benefit will be extended to MECO members on the same terms and effective date. This will sunset on June 30, 2015.**

10. **TUITION REIMBURSEMENT – Tuition Reimbursement will be reduced to $2,000 per year. If any other labor organization is given (or allowed to keep) a higher**

Tuition Reimbursement amount, that amount shall be extended to MECO members on the same terms and effective date. This will sunset on June 30, 2015.

11. **REASONABLE SUSPICION DRUG AND ALCOHOL TESTING - All MECO employees shall be subject to the terms of Administrative Directive – 61.**

12. **FLOATING HOLIDAY/EXECUTIVE LEAVE PAYOUT OF PROBATIONARY EMPLOYEES – Employees serving their initial City probation, and who leave City employment voluntarily shall not receive payout of any remaining Floating Holiday or Executive Leave Hours upon separation.**

13. **LAYOFF SENIORITY - Impact on seniority due to departmental splits and mergers shall be determined by the Human Resources Director.**

14. **CERTIFICATION PAY:**
    a. **Senior Building Inspector equal to that provided to OCEA eligible members (Section V (W) of the OCEA MOU).**
    b. **Senior Civil Engineers eligible for License pay of $1.74 per hour.**

15. **ELIMINATION OF REPRESENTED CLASSIFICATION – The classification of Aquatics Supervisor will be removed from the represented classifications list.**

16. **DIVE PAY – The Lifeguard Captain classification will be eligible for Dive Pay.**

17. **ADDITION OF SECTIONS - Sections will be added to the MOU providing for the following Association Rights: Dues Deductions, Time Off for Meet & Confer, Use of City Facilities, Use of City Bulletin Boards, MOU Distribution, Access to Employees, Access to Work Locations, and Ratification and Execution.**

18. **DELETION OF SECTIONS - The following sections will be deleted from the MOU: Computer Loan Program, Recruiting Incentive Bonus and Educational Incentive Plan.**

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF OCEANSIDE
and the
MANAGEMENT EMPLOYEES OF THE CITY OF OCEANSIDE

I. GENERAL

A. 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 pursuant to the Meyers-Milias-Brown Act, regarding, but not limited to, matters related to the wages, hours, terms and conditions of employment between employees represented by the Management Employees of the City of Oceanside (hereinafter referred to as Association) and representatives of the City of Oceanside (hereinafter referred to as City).

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.

B. UNIT DESCRIPTION

The City and the Association agree to the appropriateness of the following bargaining unit:

1. All full-time, exempt and non-exempt, classified Supervisory and Administrative regular employees which include the following classifications:

   Upon execution of this Memorandum, the following exempt classifications are represented by the Association and are members of the unit:

   Accountant
   Accounting Supervisor
   Administrative Analyst I
   Administrative Analyst II
   Customer Service Supervisor
   Engineering Services Manager
   Environmental Specialist I
   Environmental Specialist II
   Financial Analyst
   Laboratory Supervisor
   Police Records Supervisor
   Principal Engineering Staff Assistant
   Principal Librarian
   Principal Planner
   Program Specialist
   Public Information Officer (Police)
   Public Works Inspection Superintendent

Records Manager
Recreation Supervisor
Senior Chemist
Senior Civil Engineer
Senior Code Enforcement Officer
Senior Planner
Senior Property Agent
Senior Transportation Engineer
Supervising Accountant
Supervising Property Agent
Transportation Engineer
Transportation Operations Supervisor
Water Utilities Engineer
Waste Management Specialist

Upon execution of this Memorandum, the following non-exempt classifications are represented by the Group and members of this unit:

Administrative Secretary
Beach Lifeguard – Captain
Chief Plant Mechanic
Chief Plant Operator
Community Services Supervisor
Contract Coordinator
Electrical/Traffic Maintenance Supervisor
Evidence and Property Supervisor
Fleet Supervisor
Geographic Information Systems Supervisor
Instrumentation Supervisor
Maintenance Supervisor
Meter Shop Supervisor
Ordinance Enforcement Supervisor
Plant Maintenance Supervisor
Records Center Supervisor
Senior Building Inspector
Supervising Automotive Technician
Supervising Housing Specialist
Supervising Mechanic
Utility Supervisor
Wastewater Plant Supervisor
Water Distribution Supervisor
Water Treatment Supervisor

2. REGULAR EMPLOYEE DEFINED. A regular employee shall be a full-time exempt or non-exempt employee working a regular or predetermined schedule, even though at odd hours, who is compensated on an hourly wage or salary basis and receives fringe benefits. Hourly, casual, seasonal or emergency employees shall not be considered as regular employees.

II. MANAGEMENT RIGHTS

Except as limited by State law, the City retains all rights not specifically delegated in this agreement and the provisions described herein including, but not limited to, the exclusive right to set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for proper cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise control and discretion over its organization and the technology of performing its work. The determination of whether or not an emergency exists is solely within the discretion of the City.

III. EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES

A. DUES DEDUCTIONS

The City shall deduct Association dues payments from the paychecks of those employees who authorize such deductions for the term of this Agreement. Association dues so deducted shall be of a uniform amount for each employee.

The language of any form by which employees authorize such deductions shall be mutually agreed upon by the City and the Association. All dues deductions shall be in accordance with City Charter Section 305. Such deductions shall be on a pay period basis. The amount deducted on behalf of any particular employee may be changed only once in any calendar year.

Any requests from Association to increase or decrease the deduction amounts for dues should be made in writing to the City a minimum of sixty (60) days in advance of the desired date of change in deductions. Changes will be made effective on the start of a pay period.

The Association agrees to defend, indemnify and hold harmless the City against any claims, causes of action, or lawsuits arising from such deductions or the transmittal of such deductions to the Association.

B. TIME OFF FOR MEETING AND CONFERRING

The City shall provide reasonable time off without loss of pay or other fringe benefits for up to five (5) authorized Association representatives for the purpose of meeting and conferring with City representatives during the term of this Agreement. Any release from duty for such purposes shall have prior approval of the City. No Association representative shall be compensated in any manner for participation in any meet and confer session conducted during such representative's scheduled time off duty. Overtime will not be paid for participation in any meet and confer session.

C. USE OF CITY FACILITIES

The City shall provide the Association with reasonable use of City facilities for membership meetings during the term of this Agreement so long as such meetings do not interfere with City services. The City may charge the Association such fees as necessary to offset the costs of providing such facilities for Association use.

D. USE OF CITY BULLETIN BOARDS

The Association may use City bulletin boards for matters within the scope of representation of its members as long as such does not interfere with City use of such bulletin boards or cause any disruption within the City service.

E. MOU DISTRIBUTION

The City agrees to make electronic copies of MOUs available.

F. ACCESS TO EMPLOYEES

The City agrees to give a list of new hires (including department name) to the Association once a month.

G. ACCESS TO CITY FACILITIES

Association officers and officially designated Association representatives shall have reasonable access for legitimate Association business. Association officers or designated Association representatives should first give notice to the Human Resources Manager and the department head or his/her designated representative. If the department head or representative indicates to the officer or Association representative that they will be interfering with the normal conduct of City services or safety or security standards, the department head or representative shall arrange another time for the officer or Association representative to return to speak with the employee. The Association shall inform the City of its officers and designated representatives immediately after the changes are made.

IV. THE SALARY/CLASSIFICATION PLAN

A. THE SALARY PLAN

1. Flat Rate Salary Levels. Certain classifications have been assigned a single or flat rate salary. The Salary Step Plan shall not apply to employees in such classes.

2. The salary step plan shall provide a salary range for each job classification (except as noted in 1 above). Such salary range will be divided into six (6) salary level steps which shall be interpreted and applied as follows:

    a. "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.

b. "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 except that this second step must be granted at the time of satisfactory completion of the original probationary period.

c. "C" Step. The "C" or third step salary level may be granted to an employee who has proven to be 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.

d. "D" Step. The "D" or fourth step salary level may be granted to an employee who has proven to be 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.

e. "E" Step. The "E" or fifth step salary level may be granted to an employee who has proven to be 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.

f. "F" Step. The "F" or sixth step salary level may be granted to an employee who has proven to be 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.

3. Upon promotion, the employee shall receive the salary range established for that designated classification. The employee shall be placed on the step within that range that provides a salary increase no less than one salary step, provided that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary level established for the new job.

B. SALARY PLAN ADMINISTRATION

1. a. Non-exempt employees shall normally receive salary compensation on a bi-weekly basis based on the number of hours spent in a pay status during a bi-weekly period, with paychecks/**paystubs** being distributed on Friday. **All Association members are strongly encouraged to utilize direct-deposit for pay distributions.** Each bi-weekly pay period shall normally extend from 12:01 a.m. on the Sunday before a regular payday through 12:00 a.m. on the Saturday following a regular payday. For employees scheduled to work a 9/80 work schedule, each bi-weekly pay period shall normally extend from 12:01 p.m. on the Friday before a normal payday through 12:00 (noon) on the Friday following a normal payday.

b. Exempt employees are "salaried" employees for the purposes of the Fair Labor Standards Act and shall receive salary compensation in twenty-six (26) bi-weekly installments with paychecks/paystubs being distributed on Friday. **All Association members are strongly encouraged to utilize direct-deposit for pay distributions.** Employees shall receive full pay for each pay period without regard to the number of hours actually worked within a pay period subject to rules relating to leave.

2. 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.

3. If the salary range for a particular job classification is either increased or decreased, then all employees within that classification shall maintain their same salary step level in the adjusted salary range.

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

5. To maintain any given salary level, an employee must continue to maintain a fully satisfactory level of performance. All employees normally 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 level or demoted in job classification. Any such reduction may be reevaluated, at the City's discretion, after a specified period of time not exceeding six (6) months.

   Any grievance appeal to any performance-based salary reduction or demotion in job classification may be appealed pursuant to the disciplinary appeals process provided for in this agreement.

6. 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 or salary step shall be considered as an appointment which establishes a new Evaluation Date.

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

   b. The Evaluation Date for any employee not present for duty, nor in a pay status for two (2) or more consecutive pay periods shall be advanced that number of days.

   c. If the employee does not receive their evaluation when it is due and the employee is eligible for a recommended pay step increase, the step increase will be paid retroactively.

7. A minimum of ten percent (10%) differential will be maintained between job classifications within the same class series.

8. **During the term of this Agreement, the City agrees to study reclassification requests submitted by the Administrative Secretaries in the Fire Department, Police Department and Development Services Department.**

C. ACTING APPOINTMENTS

The City may, at its discretion, appoint an employee to an acting capacity in a job classification different than that one currently held by the employee. The employee shall receive any salary range increase which may be attendant to such acting service only after eighty (80) consecutive working hours of City-recognized successful service in such acting capacity, except as provided below. Employees appointed to an acting capacity shall only be required to complete the eighty (80) consecutive work hour requirement, for the same acting capacity (sick leave, vacation and other accrued leaves will be excluded from the initial eighty (80) hour requirements), once per calendar year to be eligible to receive the salary range increase. Any salary range increase provided to an employee shall be determined in accordance with the promotion provisions of this Agreement and shall be paid retroactively to the first day of acting service. 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 plan, nor be applied toward any subsequent probationary period.

D. H-RATING

1. Defined: "H-Rating" shall mean that the salary for the affected employee shall remain on hold until the salary range for the employee's classification equals or exceeds the "H-Rating" level.

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

E. PROMOTION

The City may, at its discretion, promote any properly certified 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, **including continuum advancement**, 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.

F. DEMOTION

The City may, in accordance with this Agreement, demote any employee to a different job classification within the City service having less responsible duties, and/or lower job qualifications, and/or a lower salary range level. Upon demotion, an employee shall receive a minimum salary decrease equivalent to one (1) salary step in the employee's current (pre-demotional) job classification, provided that no employee shall receive a salary which exceeds the maximum salary range level established for the new job classification. A demotion shall establish a new Evaluation Date for purposes of applying the salary step plan and may reinstitute the probationary period.

V. COMPENSATION

Compensation as provided hereinbelow shall not be granted to any employee for services for which the employee has been otherwise compensated. For purposes of this subsection, compensation for paid time off shall not be considered as compensation for services rendered.

A. EXEMPT/NON-EXEMPT EMPLOYEES

Non-exempt employees may be assigned work in excess of the normal, regularly scheduled work week which shall be compensated as overtime pay (OT), or as compensatory time off (CTO) as agreed upon by the appropriate immediate supervisor and the employee. Such compensation for non-exempt personnel shall be computed at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for hours worked in excess of forty (40) hours in a week. Compensatory time off must be requested in the same manner as any other request for time off (vacation, holiday, etc.). If for any reason the City cannot grant the employee's request for CTO, then the employee will be allowed to request alternate days off or be paid at the applicable overtime rate. All overtime work shall be in accordance with departmental procedures. All time which an employee spends in a pay status shall be considered in establishing the employee's normal regularly scheduled work week.

1. FLSA exempt employees shall not receive overtime or compensatory time off.

2. Overtime compensation shall not be paid during a leave of absence taken by request or while on Injury-on-Duty (IOD) status.

3. Non-exempt employees may accrue a maximum of eighty (80) hours of CTO. Such time off shall be scheduled with due regard to the wishes of the employee and in compliance with FLSA rules and consistent with the City's work requirements. CTO shall only be taken in even, whole hour increments. Upon separation, an employee shall receive compensation for all accrued CTO at the employee's then-current salary rate.

4. An employee may cash out any accrued compensatory time off once each quarter upon a written request to the Payroll Supervisor in the Financial Services Department.

B. RETIREMENT - PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

1. **The City has contracted with CalPERS to provide retirement benefits for employees in the Miscellaneous Retirement Plan as follows:**
   a. **Employees hired prior to December 11, 2011 - 2.7% at 55 with the highest one (1) year's salary;**
   b. **Employees hired on or after December 11, 2011 through December 31, 2012 - 2% at 60 with the three (3) highest years' salary; and**
   c. **Employees, considered as "New" employees by CalPERS, hired on or after January 1, 2013 - 2% at 62 with the three (3) highest years' salary.**

2. **The City has contracted with CalPERS to provide retirement benefits to employees in the Safety Retirement Plan as follows:**
   a. **Employees hired on or before December 31, 2012 - 3% at 50 with the one (1) highest year's salary; and**
   b. **Employees, considered as "New" employees by CalPERS, hired on or after January 1, 2013- 2.7% at 57 with the three (3) highest years' salary.**

3. The City shall continue to provide for the following **optional retirement benefits pursuant to the California Government Code (Title 2, Division 5 and Title 1, Division 7):**

   a. 1959 Survivor Benefit pursuant to Section **20070**.

   b. Third level Survivor Benefit pursuant to Section **21573**.

   c. Post Retirement Survivor's Benefits pursuant to Section **21624 and 21626.**

   d. Military Service Credit pursuant to Section **21024.**

   e. One Year Final Compensation pursuant to Section **20042 for eligible employees.**

f. Service credit for unused sick leave.

4. Employees shall pay **50% of the normal costs towards retirement with a maximum cap** as follows:
   a. Miscellaneous Employees hired before December 11, 2011 up to 8%;
   b. Miscellaneous Employees hired between December 11, 2011 and December 31, 2012 - up to 7%; and
   c. Miscellaneous Employees hired on or after January 1, 2013 up to 6.75%.
   d. Safety Employees - up to 12.25%.

C. HEALTH BENEFITS

1. The City shall provide every eligible employee with the option of selecting medical and/or 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 coverages as elected by the employee.

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

3. The City shall continue group health insurance coverage for employees on approved leaves of absence without pay provided the employee pays the full 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. The employee will be responsible for paying the balance for the insurance to remain in effect.

4. **Effective January 2014, the City agrees to provide insurance plan coverage for the employee only, the employee plus one (1) dependent or the employee plus family. 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 dental PPO plan and the vision plan. The City contribution will be capped at the 2014 City contribution rate. The City or MECO may request to reopen the contract for negotiations should insurance increase more than 10%.**

5. **The city agrees to pay the following amount to be applied to the employee's medical, dental and vision insurance premium as follows:**

   a. Employee only coverage, the City agrees to pay up to $678.68.
   b. Two-party coverage, the City agrees to pay up to $1,150.57.
   c. Family coverage, the City agrees to pay up to $1,339.74.

D. LIFE INSURANCE

The City shall provide every eligible employee group life insurance coverage equal to one times their annual salary with a minimum benefit of $30,000 and maximum of $200,000. The City shall contribute the appropriate monthly premium for such coverage.

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.

E. LONG-TERM DISABILITY INSURANCE

1. The City shall provide long-term disability insurance at the current rates and levels. Minimally, such program shall provide a disability benefit equivalent to 66 2/3% of the employee's basic monthly salary up to a maximum benefit of $6,000 per month. Any such disability benefit shall not become payable until the passage of ninety (90) days from the date of disability, or until the use of all the employee's accrued sick leave, whichever is later. Such disability benefits shall be reduced by any disability retirement benefits, workers' compensation benefits, benefits equivalent to those provided in Labor Code Section 4850 or like benefits which may be imposed by state or federal mandate in the future. In no event shall the total benefits provided to any employee by this Subsection exceed 66 2/3% of the employee's basic monthly salary up to the maximum benefit.

2. The City shall contribute, as appropriate, up to the full "employee only" premium cost of the above-described long-term disability insurance program.

F. SHORT-TERM DISABILITY INSURANCE

1. The City shall provide for Short-Term Disability insurance at the current rates and levels. Minimally, such program shall provide a disability benefit equivalent to 55% of the employee's basic weekly salary up to a maximum benefit of $700 per week. Any such disability benefit shall not become payable until the passage of seven (7) days from the date of disability or until the use of all the employee's accrued sick leave, whichever is later. However, if the employee is hospitalized, there is no waiting period after all accrued sick leave is exhausted. Such disability benefits shall not be paid concurrently with sick leave benefits, disability retirement benefits, workers' compensation benefits, benefits equivalent to those provided in Labor Code Section 4850 or like benefits which may be imposed by state or federal mandate in the future. The maximum benefit period for Short-Term Disability Insurance shall be ninety (90) days.

2. The City shall contribute, as appropriate, up to the full "employee only" premium cost of the above-described short-term disability program.

G. REPLACEMENT OF PERSONAL PROPERTY

Any employee that suffers damage, destruction or loss of personal property, except a motor vehicle, boat, airplane or similar such vehicle, required in the performance of regular duties and as a result of performing those duties, shall be entitled to replacement or repair thereof upon the approval of the Risk Manager, not to exceed $500, provided that such damage or destruction did not result from employee negligence. Any reimbursement provided under this subsection shall not exceed the reasonable value of functional replacement or repair. Specific replacement or repair value limitations on such articles as eyeglasses and watches shall be established by the City.

H. UNIFORMS

The City shall provide uniforms for any public safety employee required by the City to wear such uniforms in the course of regular job duties, or provide an annual cash uniform allowance payment of **$700**.

I. MILEAGE REIMBURSEMENT/CITY VEHICLES

No employee by virtue of this agreement has a right to a City-owned vehicle.

1. City-owned vehicles may be provided on a take-home basis during an actual emergency as determined by the Department Director.

2. 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 with 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.

J. 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, overtime and Suggestion Program Awards. The City reserves the right to change, alter, amend or discontinue any plan, and to impose specific conditions upon the use of any plan.

K. PHYSICAL EXAMINATIONS

The City shall provide any job/City-required medical examination at no cost to the employee.

L. EMERGENCY RECALL PAY

All non-exempt employees recalled to perform job duties after the close of the regularly assigned shift and after departure from City facilities shall receive a minimum of three (3) hours of OT or CTO, as agreed upon by the appropriate immediate supervisor and the employee. Any **non-exempt** employee required to work longer than three (3) hours after being recalled shall receive overtime pay as provided in this Compensation Plan.

M. REASONABLE SUSPICION DRUG AND ALCOHOL TESTING PROGRAM

All members of the bargaining unit shall be subject to the provisions of Administrative Directive AD-61.

N. TUITION REIMBURSEMENT

The City shall provide reimbursement for tuition, books, lab fees and mandatory fees within a fiscal year up to **$2,000** per year for courses related to the permanent 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. **Failure to obtain pre-approval shall result in the denial of reimbursement for all class costs.** Employees must submit their request for reimbursement within ninety (90) days of course completion. Coursework approved during a fiscal year will be applied to that fiscal year allowance, regardless of the course end date. **If any other labor organization is given (or allowed to keep) a higher Tuition Reimbursement amount, that amount shall be extended to MECO members on the same terms and effective date. This will sunset on June 30, 2015.**

Reimbursement will only be granted for courses taken at universities or colleges that are accredited with the Western Association of Schools and Colleges or one of the other five (5) regional associations that accredit public and private schools, colleges and universities in the United States.

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 leads toward an Associate's or Bachelor's Degree.

If an employee attains a degree 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. **Request for the payment shall be submitted within ninety (90) days of receiving the degree.**

O. SAFETY SHOES

The City shall reimburse any employee required by the City to wear safety shoes in the course of regular job duties for the cost of purchasing and maintaining such shoes up to a maximum of **$150** per pair. Any such shoes shall meet City specifications. City reimbursement for safety shoes provided pursuant to this Agreement shall be limited to one (1) pair of shoes at any one time, and no replacement reimbursement shall be provided unless such replacement has been authorized by the City. No limit shall be established on the number of pairs of safety shoes replaced during any specific period of time. No replacement reimbursement shall be made until the shoes to be replaced have been turned in to the City.

P. BILINGUAL PAY

An employee who is appointed to a position which is enhanced by the use of bilingual skills may request to be tested for bilingual certification. The City shall determine the number of bilingual positions and which languages are needed. Bilingual pay is provided at $ **.58 per hour** to employees who occupy designated positions and who are certified as proficient in English and Spanish or Samoan.

Q. SHIFT DIFFERENTIAL

Employees assigned to a regular work schedule which begins between the hours of 3:00 p.m. and 3:00 a.m. shall receive an additional 5% of regular base salary as shift differential pay. Only those employees assigned to a full eight (8) hour or more shift, or to a split shift totaling eight (8) or more hours shall be eligible to receive such pay. A minimum assignment of at least ten (10) consecutive working days shall be required before an employee becomes eligible to receive such pay from the first day of the assignment.

R. FLEXIBLE SPENDING ACCOUNT

The City will provide an 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. Administrative fees will be paid by the City.

S. DIVE PAY

Beach Lifeguard Captains 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).

T. CELL PHONES

Department Directors, at their sole discretion, shall issue City cell phones to any MECO member required to use a cell phone to effectively perform the duties of their position. Use of a City cell phone shall be subject to Administrative Directive AD-47.

U. NOTARY PAY

Employees licensed by the State of California, as Notaries shall be eligible to receive a monthly stipend of **$ .58 per hour**. Department Directors shall determine the number of personnel needed to perform notary services within their respective departments based on a demonstrated need.

V. CERTIFICATION PAY

The City will pay **$ .87 per hour** to employees with the State of California Hazardous Materials Handler Certification, or the State of California Playground Equipment Inspector Certification, or the State of California pesticide Applicator Certification. Department Directors shall determine the number of personnel needed to perform professional services under these licenses/certifications within their respective departments based on a demonstrated need.

The City will pay all employees in the Senior Building Inspector classification who receive certifications, exceeding the minimum requirements, through ICC or Legacy Code in the areas of Commercial Building, Commercial Plumbing, Commercial Mechanical and Commercial Electrical, certification pay as follows:

Two certifications:	**$ .29 per hour**
Three certifications	**$ .58 per hour**
Four certifications:	**$ .87 per hour**

The maximum monthly certification pay shall not exceed $ .87 per hour for each employee.

Department Directors shall determine the number of personnel needed to perform professional services under these certifications within their respective departments based on a demonstrated need.

The City will pay all employees in the Senior Civil Engineer classification who possess a State of California license as P.E., Civil, Structural, Traffic/Transportation Engineer licensure pay of $1.74 per hour. Employees with multiple licenses shall receive a maximum of $1.74 per hour.

W. APPEARANCE GUIDELINES

All City employees shall maintain a professional appearance through attire reflecting the specific requirements of his/her job duties.

1. **All employees shall dress in clean clothing, free of tears.**

2. **Each employee shall maintain an inoffensive level of personal hygiene.**

3. **Each employee shall wear all required safety and personal protective equipment in accordance with established department guidelines.**

4. **For office personnel, shorts, tank or midriff tops, yoga or skintight leggings or pants, see-through clothing, and flip-flops or thongs are inappropriate.**

5. **For office personnel whose job assignments include contact with the public, sweat or jogging outfits and T-shirts of any kind are inappropriate.**

6. **Field personnel shall wear full shirts and pants or approved shorts, as well as sturdy, enclosed shoes for safety reasons. For field personnel, inappropriate apparel includes tank or midriff tops, see-through clothing, and cut-off shorts.**

7. **For field personnel whose job assignments include contact with the public, sports jerseys or T-shirts (other than those issued by the department) of any kind are inappropriate.**

8. **No employee may wear any article of clothing which bears a sexually suggestive or profane symbol or word or any statement, symbol or picture which could be offensive or discriminatory and violate the City's Harassment, Discrimination, Retaliation Prevention Policy (AD-43).**

9. **On Casual Fridays, clean jeans free of holes and tears may be worn. Jeans are not appropriate on any other day of the week, unless exception is granted in advance by the Department Director. Tennis shoes or sneakers may be worn on casual Fridays.**

10. **Exceptions to these guidelines include the following or similar circumstances:**
    a. **Uniformed personnel.**

b. Special occasions designated by the Department Director or designee.

c. Employees relocating offices, or performing other atypical or unusual job duties when approved by the Department Director or designee.

These guidelines establish minimum standards normally acceptable. They will be reasonably applied in order to accommodate the various situations not susceptible to enumeration.

Exceptions for medical reasons may be granted by the Human Resources Department Director.

X. ME-TOO CLAUSE

City agrees that, if, during the term of this MOU, any other employee labor organization is given a general salary increase or any other economic enhancement to City-sponsored insurance plans (does not apply to the Teamster's SD-15 Plan opted by OCEA), then City will extend that same economic benefit to Association-represented employees on the same terms and on the same effective date. The Parties agree that this "Me-Too Clause" will remain in effect during Fiscal Year 2014-15 and will sunset on June 30, 2015.

VI. ATTENDANCE AND LEAVES

A. WORKDAY/WORKWEEK

1. FLSA exempt employees shall be considered to work an "indefinite" workweek and not be entitled to overtime compensation.

2. Indefinite workweek is meant to imply some flexibility in the schedule so long as all responsibilities and obligations are covered. Employees who elect to leave a shift early or leave the worksite to conduct personal business shall, when practicable, inform the immediate supervisor or log in the time of departure and how the employee may be contacted in case of emergency. It shall also be the employee's responsibility to provide the oncoming supervisor with sufficient information to insure safe and efficient continuity of operations.

3. The basic workweek for non-exempt employees shall consist of five (5) eight (8) hour days or forty (40) hours per week. However, employees for whom the City deems a different schedule to be desirable or necessary shall work according to such other schedule.

4. Nothing herein shall be construed to be a guarantee of a minimum work week for any employee.

5. Lunch periods and break periods shall be as scheduled by the City.

6. Employees working during the conversion from Standard Time to Day Light Savings Time will be allowed to utilize their accrued leave (excluding sick leave) or take one (1) hour leave without pay at the employees option, to ensure a full work day (i.e. if the employee normally works an eight (8) hour shift and due to the conversion only works seven (7) hours, the employee will be authorized to utilize their accrued leave (excluding sick leave) to ensure a full paid work shift).

B. SICK LEAVE

1. Defined: Sick leave is leave from duty which may be granted by the City to an employee because of non-work-related 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.

   For purposes of this Section, an employee's immediate family shall consist of the employee's spouse; children; the employee's or spouse's grandparents, mother, father, brother, or sister; other members of the employee's family residing in the employee's home; or other members of the employee's family entirely dependent upon the employee.

2. Sick Leave Use

   a. An employee may be granted sick leave only in the case of actual sickness as defined in Subsection B.1. above. In the event that an employee recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

   b. In case of pregnancy, the beginning date of sick leave usage shall be at the employee's discretion, with the concurring written advice of her personal physician. Date of return shall be based upon the written recommendation of the employee's physician and, when deemed necessary by the City, the concurrence of the City's examining physicians.

   c. Employees shall notify the appropriate immediate supervisor no later than one (1) hour after the time established for beginning daily duties if an employee intends to use sick leave.

   d. 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.

e. Non-exempt employees will be granted sick leave in even one-half (½) hour increments. Excessive absences may reflect upon an employee's performance and may be grounds for discipline, including termination.

f. 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.

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

h. Sick leave, equal to the amount accrued, may be granted to any employee during the employee's original probationary period.

i. 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 attesting to the employee's illness and a prognosis or approval for the employee's return to work. The City may, however, require such certification regarding sick leave use at any time.

j. Sick leave granted to any employee for necessary attendance to the illness of a member of the employee's immediate family shall not exceed forty (40) hours in any twelve (12) month period.

3. Sick Leave Accrual

a. All employees shall accrue 3.69 hours of sick leave for each eighty (80) hours spent in a pay status beginning on the first day of service as a City employee. (This accrual amounts to approximately twelve (12) days per year or equivalent.) 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.

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

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

d. Sick leave shall not be accrued by an 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.

e. All employees may accrue sick leave without limitations.

f. Sick leave will be accrued on an hour-by-hour basis.

4. Reimbursement for Accrued Sick Leave

a. Upon separation of any type, other than by disciplinary discharge, employees may be paid 50% (up to a maximum payoff level of 1,250 hours) of the employee's total unused and 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.

b. Each calendar year, any employee may elect to receive payment in lieu of accrued sick leave. An eligible employee shall notify the City of the desire to receive such payment prior to the last working day in November of each calendar year. An employee receiving such pay shall receive, at the then-current salary rate, pay for 50% 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.

C. BEREAVEMENT LEAVE

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

b. Members of the immediate family shall be limited to spouse; children; the employee's or spouse's grandparents, mother, father, brothers or sisters; and other members of the employee's family residing in the employee's home.

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

D. HOLIDAYS

1. Employees shall receive the following paid holidays on a straight-time basis:

a. January 1st, "New Year's Day";
b. The third Monday in January, "Martin Luther King Day";
c. The last Monday in May, "Memorial Day";
d. July 4th, known as "Independence Day";
e. The first Monday in September, known as "Labor Day";
f. November 11th, "Veteran's Day";
g. The Thursday in November appointed as "Thanksgiving Day";

h. The Friday following "Thanksgiving Day"; and
i. December 25th, "Christmas Day".

2. In the event that one of the above holidays falls on a Sunday, the Monday following will be observed as the holiday. In the event that any of the above holidays falls on a Saturday, the Friday preceding will be observed as the holiday.

3. In the event that a holiday falls on an employee's regularly scheduled work day, and the employee is required to work, then the employee shall be entitled to accrue another day off in lieu thereof, in addition to straight-time pay for each hour worked, or overtime, as appropriate.

4. All holiday credit accrued between January 1 and June 30 must be scheduled and taken by the employee by June 30. If the time is not scheduled and taken by June 30, the employee shall be paid for any such hours at the employee's hourly rate on the second full scheduled payday after June 30, and the hours shall be subtracted from the employee's accrual balance. All holiday credit accrued between July 1 and December 31 must be scheduled and taken by the employee by December 31. If the time is not scheduled and taken by December 31, the employee shall be paid for any such hours at the employee's hourly rate on the first full scheduled payday after December 31, and the hours shall be subtracted from the employee's accrual balance.

E. FLOATING HOLIDAYS

1. In addition to the above holidays, each employee in the bargaining unit shall be credited with forty-eight (48) hours of floating holiday hours. Floating holiday hours are to commemorate other holidays including President's Day, Admission's Day, Columbus Day, Statewide Election Day and other holidays that may be celebrated by employees. All employees will be credited with forty-eight (48) floating holiday hours on July 1 of each year. The hours shall not exceed forty-eight (48) and unused hours from the prior year shall have no cash value.

2. Floating holiday leave shall be scheduled at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City.

3. Such leave shall only be taken in one-half (1/2) hour increments.

4. **Employees serving their initial City probation, and who leave City employment voluntarily, shall not receive any payout of Floating Holiday hours.**

F. VACATION LEAVE

1. Vacation Use

a. All employees shall be entitled to annual vacation leave with pay as provided in this Compensation Plan.

b. Scheduling of an employee's vacation leave shall be at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City.

c. Vacation leave shall only be granted in even whole hour increments.

d. Vacation leave shall not be granted to any employee 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.

e. Vacation leave shall not be granted to any employee during the first six (6) full calendar months of the employee's original probationary period. However, on the successful completion of the probationary period, the employee shall then be credited with vacation leave that would otherwise have been accrued during the probationary period as provided in this Agreement.

2. Vacation Accrual

a. Vacation Accrual Rates. All employees shall accrue vacation leave on the basis of the number of regular hours worked in the City Service and all hours spent in a paid leave status from regular duties, excluding any time worked as overtime or special time as provided below. Such accrual shall take place on a pay period basis.

b. All employees will accrue vacation as follows:

(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 eighty (80) hours spent in a pay status. (This accrual amounts to approximately ten (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 eighty (80) hours spent in a pay status. (This accrual amounts to approximately eleven (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 eighty (80) hours spent in a pay status. (This accrual amounts to approximately twelve (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 eighty (80) hours in a pay status. (This accrual amounts to approximately thirteen (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 eighty (80) hours spent in a pay status. (This accrual amounts to approximately fourteen (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 eighty (80) hours spent in a pay status. (This accrual amounts to approximately fifteen (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 eighty (80) hours spent in a pay status. (This accrual amounts to approximately sixteen (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 eighty (80) hours spent in a pay status. (This accrual amounts to approximately seventeen (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 eighty (80) hours spent in a pay status. (This accrual amounts to approximately eighteen (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 eighty (80) hours spent in a pay status. (This accrual amounts to approximately nineteen (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 eighty (80) hours spent in a pay status. (This accrual amounts to approximately twenty (20) days per year or equivalent.)

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

c. All employees are encouraged to take annual vacation leave away from their job duties.

d. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.

e. Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave as otherwise regularly provided by this Agreement.

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

g. Employees hired before July 1, 1995, may accrue vacation up to a maximum of three hundred sixty (360) hours.

h. Employees hired July 1, 1995 or later may accrue vacation up to a maximum of **three hundred (300)** hours.

i. If the employee complies with scheduling the vacation time off, and the City cancels the scheduled vacation, the City and employee will mutually reschedule the vacation without loss of any vacation accrual to the employee.

j. Upon separation, all employees covered by this Agreement shall receive compensation for any accrued vacation leave that has cash value. Compensation shall be at the employee's salary rate at the time of separation.

3. In the event that a holiday recognized in this Agreement occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave used by the employee.

4. Employees may not utilize accrued vacation for the sole purpose of extending employment with the City.

G. MILITARY LEAVE

The State Military and Veteran's Code shall govern the City's granting and an employee's use of military leave.

H. LEAVE OF ABSENCE WITHOUT PAY

1. Any employee who has successfully completed the original probationary period may submit to the appropriate immediate supervisor a written request for leave of absence without pay for a period not exceeding one (1) year for the specific purpose of obtaining improved job training, or recuperating from an extended

illness for which sick leave is not available, including maternity leave, or for attending to urgent personal affairs. Use of a leave of absence without pay for a purpose other than that requested shall be considered as an employee's automatic resignation from the City service. No leave of absence without pay shall be utilized to permit an employee to engage in non-City employment. The City shall have sole discretion to approve or disapprove any such request. **Approval for leave without pay in excess of thirty (30) calendar days must be referred to the City Manager for approval; leaves of less than thirty (30) days must be referred to the department director for approval.**

2. Any employee having been granted a leave of absence without pay and not reporting for work promptly upon its expiration shall be considered to have automatically resigned from the City Service.

3. During periods of fiscal need, the City may, in lieu of layoffs, designate furlough days of unpaid leave time. The specific days off may be scheduled for each employee at the City's discretion to meet its operational needs and with due regard to the wishes of the employee.

I. LEAVE FOR JURY DUTY

Any employee called to serve as a juror shall receive compensation from the City for the difference between the pay received as a juror, except payment for mileage, and the employee's regular salary that would have been received but for jury duty.

J. EXECUTIVE LEAVE

Exempt employees will be credited with the authorized amount of Executive Leave each July 1 in order to bring the existing balance to fifty (50) hours. In no case will unused executive hours be carried over and added to the executive leave balance for the next fiscal year.

Upon separation, the unused portion of an employee's Executive Leave will be provided as direct compensation at the employee's then-current salary rate.

Employees serving their initial City probation, and who leave City employment voluntarily shall not receive any payout of Executive Leave hours.

K. SEPARATION FROM CITY SERVICE

1. Separation of an employee from the City Service may be accomplished for any of the following reasons:

   a. Completion of work assignment or project for limited-term employees.

b. Resignation which may be either deliberate or automatic. Any deliberate resignation shall be submitted to the appropriate immediate supervisor at least seven (7) calendar days prior to an employee's actual separation from the City Service.

c. Retirement which may be either deliberate or by virtue of disability.

d. Layoff as provided in the Personnel Rules and Regulations.

e. Discharge as a result of disciplinary action as provided in this Compensation Plan.

f. Death.

g. Abandonment of position (i.e. Any employee who has failed to report to work or failed to contact their supervisor, for three (3) consecutive work days shall be considered to abandon their position with the City).

2. SEVERANCE PAY

Employees who are laid off and separated from City service shall be entitled to severance pay in the amount of one (1) week base salary for each year worked with a cap of four (4) weeks.

L. FAMILY AND MEDICAL LEAVE

The City of Oceanside Family and Medical Leave Policy shall govern the granting and employee use of family and medical leave.

VII. INDUSTRIAL INJURIES AND ACCIDENTS

A. DEFINITION

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 immediate supervisor by any injured or ill employees as soon as possible. **Employees are also responsible for completing the on-line injury report and forwarding it to their supervisor on the day of the injury if 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. **Employees are also responsible for completing the on-line Injury Reporting System report and forwarding it to their supervisor on the day of injury before leaving for the day if physically able. If employee's immediate supervisor is not available (vacation, etc.) it should be forwarded to the supervisor's designee.**

3. Within one (1) working day of receiving notice or knowledge of injury, the supervisor will **complete the on-line Injury Reporting System form and** provide a **hard copy** claim form and a notice of potential eligibility benefits pamphlet to the injured worker.

   In the case of the employee's death, this information will be given to his or her dependents.

4. The completed **hard copy** claim form **which has been signed by the employee** will be filed with the **Risk Management Division of the Human Resources** Department, by the injured employee, or, in the case of death, by a dependent of the injured employee, or by an agent of the employee or dependent.

   A copy of the completed form indicating date received will be provided by the **Risk Management** Division to the employee, dependent or agent who filed the claim form.

5. Claim forms and benefit pamphlets will be available through the **on-line Injury Reporting System and the Risk Management Division**.

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. The employee and the supervisor shall enter the information regarding the injury into the on-line Injury Reporting system.

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

3. **Supervisors shall report the accident details to the Risk Management Division of the Human Resources Department by the end of the workday by phone or email.**

D. MEDICAL TREATMENT FOR INJURY OR ILLNESS

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.

1. 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.

2. After thirty (30) calendar days from the date any such injury or illness is reported, the employee may be treated by a physician of choice or at a facility of choice within a reasonable geographic area within the Medical Provider Network (MPN) established by the City.

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 **through the on-line Injury Reporting System**. 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. After the date the illness or injury is reported, the employee may select a physician from the Medical Provider Network (MPN).

3. Employees may predesignate a personal physician as per Labor Code 4600 **by submitting the form to Risk Management prior to the illness or injury.** The forms are available on the City's intranet website.

VIII. STANDARDS OF CONDUCT

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

A. Commission of an act which results in a felony criminal conviction or conviction as a misdemeanor involving moral turpitude.

B. Misuse, misappropriation, negligent handling or unauthorized use or possession of City property, equipment or funds.

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

D. Excessive absence from regularly assigned duties.

E. Excessive tardiness **of non-exempt employees** in reporting to **or staying at** regularly assigned duties.

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

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

H. Deliberate dishonesty or theft related to the performance of an employee's duties.

I. Asking for, agreeing to accept, or accepting favors, bribes or gratuities in return for services as a part of the employee's official duties and responsibilities.

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

K. Wrongdoing, misconduct or failure to carry out assigned duties promptly, adequately or efficiently.

L. Insubordination.

M. Incompetence, inefficiency, inability or negligence in the performance of duties.

N. Violation of the City Code, Personnel Rules, Memoranda of Understanding, safety rules or departmental rules and regulations.

O. Being in the unauthorized possession of, or being under the influence of, any alcoholic beverages or controlled substances while on duty.

P. Engaging in any outside employment or enterprise for financial gain determined by the City Manager to be conflicting with City employment.

Q. Gambling on City property or while on duty.

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

IX. DISCIPLINE

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

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

B. Prior to the imposition of any discipline, excluding reprimand, of any permanent employee in the Classified Service, the following procedure shall be utilized.

   1. The employee shall be given written notice of the proposed disciplinary action including a statement of the reason therefore.

   2. The notice of proposed disciplinary action must include a copy of the charges of misconduct and, whenever practical, a copy of the material or documents upon which the charges are based, a statement of the rules, regulations or policies violated, and an explanation of the employee's right to respond. 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 proposed disciplinary action shall set forth the procedure for such a review.

      Notice of discipline should be handed to the employee, whenever feasible, before the employee has left the work premises. In any event, proof of delivery and the date of delivery is mandatory so there will be no doubt as to the beginning of any appeal period. If the notice cannot be given to the employee before leaving the work premises or cannot be delivered by the supervisor at the employee's home, a postal return receipt for certified mail must be used.

   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 a 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 respond to the proposed discipline if he/she fails to submit such response within the time limit established by the City.

   5. Following the response period, the proposed discipline may be imposed, modified, or not imposed, as the situation warrants. The Department Director's decision shall be provided to the employee in writing and will include a statement of the charges upon which the action is based and notice of the employee's right to appeal, if any.

This shall put the disciplinary action into effect and discipline so imposed shall not be stayed by the initiation of a grievance by the employee as provided for herein.

C. Notwithstanding the provisions of Subsection VI.B 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 predisciplinary procedure of Subsection B. Such procedure shall be completed, however, within five (5) working days of the imposition of the discipline. In the event of immediate removal, the employee will stay in a paid status, unless at the employee's request the procedure outlined in "B" above is continued beyond five (5) working days.

D. 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 Subsection VI.C hereinabove, 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.

E. All disciplinary grievances shall be initiated at Step 3 - City Manager of the Grievance Procedure delineated herein except grievances of disciplinary action involving reprimand which shall be initiated at Step 1 and completed at Step 3 – City Manager.

F. A copy of all disciplinary actions shall be filed in the employee's department file and the central personnel file in the **Human Resources** Department. If an employee's performance is satisfactory and the employee does not receive any form of disciplinary action in the twenty-four (24) months following receipt of the disciplinary action, then the disciplinary action may be removed from the employee's departmental personnel file at the employee's written request. The disciplinary action will still be retained in the central personnel file in the **Human Resources** Department. However, if the employee's performance is not satisfactory or if the employee receives any form of disciplinary action in the twenty-four (24) month period following receipt of the disciplinary action, the disciplinary action shall remain part of the department personnel file and may be included in any subsequent disciplinary action.

X. GRIEVANCE PROCEDURE

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 - Supervisor: The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate immediate supervisor in writing within thirty (30) working days of the date on which the grievance arises, except as provided otherwise in this Agreement. 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.

2. Step 2 - Department Director: If the grievance is not resolved in Step 1, the grievant may appeal it to the Department Director 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, 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 Director shall arrange a meeting between himself/herself, the aggrieved employee, the employee's representative (if applicable), and a representative of the **Human Resources Department** to review the grievance. The Department Director shall render a written decision on the grievance within ten (10) working days after the meeting.

3. Step 3 - City Manager: If the grievance is not resolved in Step 2, 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 those affected before rendering a decision. The decision shall be rendered within ten (10) working days of the meeting.

4. Step 4 - Advisory Arbitration: If the grievance is not resolved in Step 3, 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 be necessary at the request of either party.

    c. The hearing shall be recorded by a certified shorthand reporter or tape recorder 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 to the City Manager, the advisory arbitrator shall be limited to the express terms of the Agreement and shall not 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.

5. Step 5 - 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.

   a. As used in this procedure, the term "working days" shall mean regular work days Monday through Friday between 7:30 a.m. and 5:00 p.m., except holidays on which the City Administrative Offices are closed to the public.

   b. 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.

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

XI. REEMPLOYMENT RIGHTS/ELIGIBILITY

A. The Reemployment List shall be made an addendum to any existing regular eligible list or in lieu of if no list exists for each affected job classification for employees who are laid off for a period of **twelve (12)** months from the date of lay off.

B. The Reemployment List shall be made an addendum to any existing regular eligible list for each job classification of employees demoted in lieu of layoff. There is no time limit on the right of the employee to be considered for reemployment.

C. Permanent employees slated for layoff may displace within the Department any temporary and/or hourly extra-help employee in a lateral or lower classification in which the employee has demonstrated that he/she is qualified. Such employee shall be temporary or extra-help in that new position but would retain reemployment rights to a permanent position for a period of **twelve (12)** months.

XII. SAVINGS PROVISION

If any provision(s) of this Agreement are held to be contrary to the law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

XIII. BINDING ON SUCCESSORS

This Agreement shall be binding upon the successors and assignees of the parties hereto.

XIV. TERM OF THE AGREEMENT

This agreement and each of its provisions are effective when ratified by the City Council and shall be in full force and effect until June 30, **2015**, and from year to year thereafter unless one of the parties notifies the other that it wishes to meet and confer on a successor agreement. In such case this agreement shall not expire until the meet and confer process, including impasse procedures, if any, has been concluded.

XV. RATIFICATION AND EXECUTION

This Agreement shall be in full force and effect upon formal approval by the City Council of the City and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association.

DATED _____, Management Employees of the City of Oceanside

BY _____
Kelvin Harris, Utility Supervisor
President MECO

BY_____
Jane Cinciarelli-Brunst
Customer Service Supervisor

BY_____
Gracie Ramirez
Administrative Secretary

BY_____
Kelly Rivas
Customer Services Supervisor

BY_____
Tracy Rogers
Meter Shop Supervisor

DATED _____, CITY OF OCEANSIDE

BY_____
Patricia Nunez
Human Resources Director

BY_____
Yolanda Stewart
Human Resources Analyst