



DATE: January 22, 2014

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 OCEANSIDE POLICE MANAGEMENT ASSOCIATION (OPMA) EFFECTIVE JANUARY 22, 2014 THROUGH DECEMBER 31, 2015**

### **SYNOPSIS**

Staff recommends that the City Council adopt a resolution approving and implementing the Memorandum of Understanding (MOU) between the City of Oceanside and the Oceanside Police Management Association (OPMA) effective January 22, 2014, through December 31, 2015.

### **BACKGROUND**

The previous Memorandum of Understanding between the City and the Oceanside Police Management Association (OPMA) expired December 31, 2013. The City's negotiating team and OPMA representatives met and conferred; this resulted in a tentative agreement on December 19, 2013. OPMA members had a ratification vote on the agreement on January 1, 2014 and voted to approve the Agreement. The proposed agreement is for a term from January 22, 2014, through December 31, 2015, and includes compensation and contract language clarification as directed by the City Council.

### **ANALYSIS**

The key economic issues in the agreement include elimination of the reporting as special compensation in the form of Employer Paid Member Contribution (EPMC) to CalPERS, establishing a cap at the 2014 level on the City's cost of healthcare and reduces tuition reimbursement to \$2,000 as well as holding salary levels at the current levels. OPMA employees agreed to a salary freeze for the term of the agreement.

The Agreement also changes the maximum accrual of vacation hours from 200 to 300 for employees hired on or after July 1, 1994, provides for a taxable, non-PERSable stipend of \$4,000 for each year of the two-year term of the MOU and provides OPMA members the ability to cash out up to 80 hours of accrued vacation time. Vacation cash out is a taxable, non-PERSable payment to employee. The agreement also provides that OPMA employees will continue to pay 50 percent of the "normal retirement costs" as provided by CalPERS. Any increases to the rates employees pay will need to be negotiated in future years.

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

**FISCAL IMPACT**

The bargaining unit consists of ten (10) members. The fiscal impact associated with the contract over the two-year term are:

- Stipend (\$4,000 per employee per year) \$80,000
- PERS – Elimination of EPMC (\$81,250)  
(reduces the City's share of costs - currently 28.17% of 9% of payroll)
- Insurance Savings beginning January 2015 (estimate) (\$15,900)
- Vacation cash out of up to 80 hours of accrued leave \$0 to \$56,560
- Tuition reimbursement amount lowered from \$6,578 to \$2,000 (\$0 to \$45,780)

Additionally, significant long-term savings will be realized due to caps on the City contribution towards medical, dental and vision insurance as well as the reduction in the tuition reimbursement. Medical insurance historically has increased between 8 and 12 percent per year and the City has born 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 2012-2013 to \$6,578. The caps put in place in this Agreement will provide ongoing savings to the City.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

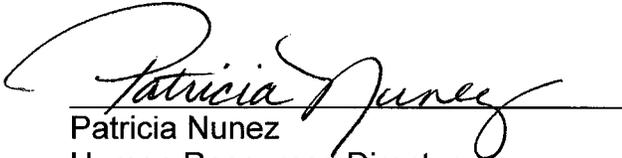
**CITY ATTORNEY'S ANALYSIS**

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

**RECOMMENDATION**

Staff recommends that the City Council adopt a resolution approving and implementing the Memorandum of Understanding (MOU) between the City of Oceanside and the Oceanside Police Management Association (OPMA) effective January 22, 2014, through December 31, 2015.

PREPARED BY:

  
Patricia Nunez  
Human Resources Director

SUBMITTED BY:

  
Steven R. Jepsen  
City Manager

Attachment

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
James Riley, Financial Services Director



1 RESOLUTION NO. \_\_\_\_

2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 OCEANSIDE APPROVING AND IMPLEMENTING THE  
5 MEMORANDUM OF UNDERSTANDING BETWEEN THE  
6 CITY OF OCEANSIDE AND THE OCEANSIDE POLICE  
7 MANAGEMENT ASSOCIATION

8 WHEREAS, representatives of the City Council of the City of Oceanside have met and  
9 conferred in good faith pursuant to the Myers-Milias-Brown Act with representatives of the  
10 Oceanside Police Management Association; and

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

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

15 SECTION 1. That the Memorandum of Understanding for the period from January 22,  
16 2014 through December 31, 2015 (attached hereto as Attachment I), between the City of  
17 Oceanside and the Oceanside Police Management Association is hereby approved and adopted.  
18 The Memorandum of Understanding hereby approved shall expire at 11:59 p.m., on December  
19 31, 2015, unless extended or modified as set forth in the Memorandum of Understanding.

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

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

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

3 PASSED AND ADOPTED by the City Council of the City of Oceanside,  
4 California, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

5 AYES:

6 NAYS:

7 ABSENT:

8 ABSTAIN:

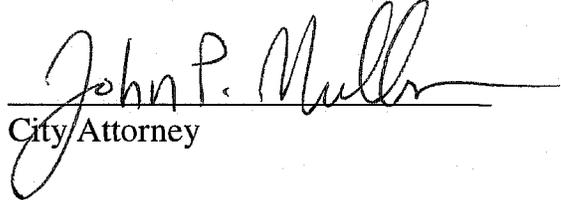
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11 \_\_\_\_\_  
MAYOR OF THE CITY OF OCEANSIDE

12  
13 ATTEST:

APPROVED AS TO FORM:

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City Clerk

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17 \_\_\_\_\_  
City Attorney

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF OCEANSIDE**

**AND**

**THE OCEANSIDE POLICE MANAGEMENT  
ASSOCIATION**



**Effective January 22, 2014 – December 31, 2015**

## SUMMARY OF CHANGES

1. **TERM** – Contract continuation from date of ratification through December 31, 2015.
2. **EPMC** – Effective the first full pay period after ratification by the City Council, all members in the bargaining unit will no longer have a deduction for EPMC and the City shall no longer report EPMC as special compensation to CalPERS.
3. **MEDICAL/DENTAL/VISION INSURANCE** – Rates will be capped at 2014 levels with percentage splits removed. MOU will reflect carrier changes.
4. **COMPUTER ASSISTANCE PROGRAM** – Eliminate Program.
5. **VACATION LEAVE CAP** – Increased from 200 hours to 300 hours for employees hired on or after July 1, 1995.
6. **VACATION HOUR CASHOUT** – For the term of this agreement, OPMA members may request to cash out up to 80 hours of accrued vacation leave. Requests shall be once per year during the month of October for payout the first full pay period in November.
7. **COMPENSATION ADJUSTMENT** – A taxable, non-PERSable \$4,000 stipend shall be paid to all members upon ratification of the Agreement. A second taxable, non-PERSable \$4,000 stipend shall be paid to all members the first full pay period of May, 2015.
8. **REASONABLE SUSPICION DRUG AND ALCOHOL TESTING** – Administrative Directive 43 will apply to all OPMA members.
9. **INDUSTRIAL INJURY AND ACCIDENT REPORTING** – MOU Language will be updated to reflect current policy.
10. **RETIREMENT** – Language added to reflect PEPRA state law changes including second tier retirement plan for “New” PERS members.
11. **ELIMINATION OF EXPIRED LANGUAGE** – Including modifying existing language to conform with previous revisions and existing policies and procedures.

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**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**CITY OF OCEANSIDE**  
**and the**  
**OCEANSIDE POLICE MANAGEMENT ASSOCIATION**

**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 regarding, but not limited to, matters related to the wages, hours and terms and conditions of employment between employees represented by the Oceanside Police Management Group and representatives of the City of Oceanside.

The group 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 following classifications are represented by the Group and are members of this unit:

- a. Police Captain
- b. Police Lieutenant

**C. MANAGEMENT RIGHTS**

Except as limited by 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 determine the mission of the Police Department; 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.

#### D. SALARY SURVEYS

All parties agree, for future negotiations, when computing total compensation only the following items will be included:

Base Salary, P.O.S.T. Pay, Vacation, Holidays and Uniform Allowance.

## II. THE SALARY/CLASSIFICATION PLAN

### A. SALARY PLAN ADMINISTRATION

1. Employees shall receive salary compensation in twenty-six (26) bi-weekly installments with paychecks being distributed on Friday. 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. Employees are "salaried" employees for the purposes of the Fair Labor Standards Act. 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. To maintain any given salary level, an employee must continue to maintain a fully satisfactory level of performance. All employees normally should 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 one (1) year.

A salary reduction or demotion in job classification may be appealed pursuant to the disciplinary appeals process provided for in this agreement.

4. 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.

#### B. ACTING APPOINTMENTS

Employees assigned to acting positions for more than **ten** (10) consecutive workdays (beginning on the 11<sup>th</sup> consecutive work day) shall receive ten percent (10%) acting pay retroactive to the first day of performing said duties.

#### C. H-RATING

1. Defined: "H-Rating" shall mean that the salary for the affected employee shall remain the same 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".

### III. COMPENSATION

Compensation as provided hereinabove 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.

Police Management employees shall not receive overtime or compensatory time off.

#### A. RETIREMENT - PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

1. **The City has contracted with CalPERS to provide retirement benefits for Association members in the Safety Retirement Plan as follows:**
  - a. **Association members hired prior to January 1, 2013 – 3% at 50 with the highest one (1) year's salary;**
  - b. **Association members, considered as "Classic" members by CalPERS, hired on or after January 1, 2013 – 3% at 50 with the highest one (1) year's salary;**
  - c. **Association members, considered as "New" members by CalPERS, hired on or after January 1, 2013 – 2.7% at 57 with the highest three (3) year's salary;**

2. **Association Members shall pay 50% of the normal costs towards retirement with a maximum cap as follows:**
  - a. **Safety Association members hired before January 1, 2013, currently 9%; and**
  - b. **Safety Association members hired on or after January 1, 2013 currently 12.25%.**
3. **The City shall continue to provide for the same 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. Post Retirement Survivor's Benefits pursuant to Section 21624 through 21626.
  - c. Military Service Credit pursuant to Section 21024.
  - d. One Year's Final Compensation pursuant to Section 20042 (*for eligible employees only*).
  - e. Third Level 1959 Survivor Benefits pursuant to Section 21573.
  - f. Service Credit for Unused Sick Leave pursuant to Section 20965.
4. **Effective beginning the first full pay period after ratification by the City Council; the City shall eliminate reporting of the Employer Paid Member Contribution (EPMC) as additional compensation for employees in the bargaining unit.**
5. **Effective beginning the first full pay period after ratification by the City Council, all members in the bargaining unit will no longer have a deduction for the cost of the EPMC (PERS-on-PERS) benefit (.81%).**
6. **Should any bargaining unit retain EPMC through negotiations during the term of this agreement, OPMA shall also retain EPMC and Items 4 & 5 above will be voided.**

**B. HEALTH BENEFITS**

The City shall provide every eligible employee (defined as an employee receiving benefits) 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.

1. 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.
2. 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.
3. **Effective upon execution of this Memorandum of Understanding, 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 DPO plan and the vision plan. City contributions will be capped at the 2014 contribution rates listed below.**

a. **Medical:**

**For employee only coverage, the City agrees to pay the following rate per month, depending on selected plan:**

**UnitedHealthcare HMO (Full Network) up to \$579.67;**

**UnitedHealthcare HMO (Alliance Network) up to \$552.13;**

**UnitedHealthcare PPO up to \$579.67; and**

**Kaiser Permanente HMO up to \$456.53.**

**For employee plus one (1) coverage, the City agrees to pay the following rate per month, depending on selected plan:**

**UnitedHealthcare HMO (Full Network) up to \$1,089.18;**

**UnitedHealthcare HMO (Alliance Network) up to \$1,037.17;**

**UnitedHealthcare PPO up to \$1,089.18; and**

**Kaiser Permanente HMO up to \$862.33.**

**For employee plus family coverage, the City agrees to pay the following rate per month, depending on selected plan:**

**UnitedHealthcare HMO (Full Network) up to \$1,300.45;**

**UnitedHealthcare HMO (Alliance Network) up to \$1,238.26;**

**UnitedHealthcare PPO up to \$1,300.45; and**

**Kaiser Permanente HMO up to \$1,030.74.**

b. **Dental:**

**For employee only coverage, the City agrees to pay the following rate per month, depending on selected plan:**

**Delta Dental DPO up to \$43.02; and**

**Delta Dental DHMO up to \$24.34.**

**For employee plus one (1) coverage, the City agrees to pay the following rate per month, depending on selected plan:**

**Delta Dental DPO up to \$64.26; and  
Delta Dental DHMO up to \$37.91.**

**For employee plus family coverage, the City agrees to pay the following rate per month, depending on selected plan:**

**Delta Dental DPO up to \$89.92; and  
Delta Dental DHMO up to \$52.76.**

**c. Vision:**

**The City agrees to pay the following monthly rates for vision coverage:**

**For employee only coverage, the City agrees to pay up to \$5.20;**

**For employee plus one (1) coverage, the City agrees to pay up to \$8.99;  
and**

**For employee plus family coverage, the City agrees to pay up to \$12.01.**

**C. LIFE INSURANCE**

1. Effective July 1, 2006, the City shall provide every eligible employee group life insurance coverage equal to one times their annual base salary with a minimum benefit of \$30,000. the City shall contribute the appropriate monthly premium for such coverage. Employees may apply for supplemental life insurance coverage at the employee's expense. The City shall make payroll deductions for this coverage. The coverage is available in even \$10,000 increments equivalent to six times the employee's annual salary up to a maximum of \$300,000 and is entirely optional. Proof of good health may be required.

**D. LONG-TERM DISABILITY INSURANCE**

1. The City shall provide long-term disability insurance at the current rates and levels. The current program provides a disability benefit equivalent to  $66\frac{2}{3}\%$  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  $66\frac{2}{3}\%$  of the employee's basic monthly salary up to the maximum benefit.
2. The City shall contribute, as appropriate, the premium cost of the above-described long-term disability insurance program.

3. During the term of this agreement, the unit may elect to participate in the same LTD program offered to OPOA represented employees

#### E. SHORT-TERM DISABILITY INSURANCE

1. The City shall provide for Short-Term Disability insurance at the current rates and levels. The current program provides a disability benefit equivalent to 55% of the employee's basic weekly salary up to a maximum benefit of \$336 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 the premium cost of the above-described weekly indemnity insurance program.

#### F. 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.

#### G. 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 shall provide an annual cash uniform allowance payment of \$700 payable the first payday in August.

#### H. 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 or due to operational needs as determined by the Police Chief at his/her sole discretion.

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 the use of the vehicle, inclusive of gas, oil, insurance and maintenance.

#### I. 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, discontinue any Plan, and to impose specific conditions upon the use of any Plan.

#### J. LEGAL DEFENSE FUND

The City shall continue to contribute to the Legal Defense Fund for employees.

#### K. FLEXIBLE SPENDING PLAN

Effective January 1, 1996, 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.

#### L. P.O.S.T. MANAGEMENT CERTIFICATE PAY

Employees possessing the P.O.S.T. Management Certificate shall receive a cash allowance of \$155 per pay period. Newly promoted **Lieutenants** will continue to receive their Supervisory P.O.S.T. pay from date of appointment for a period of **twenty-four** (24) months effective upon ratification. If the **Lieutenants** do not receive their Management P.O.S.T. Certificate within this **twenty-four** (24) month period, the Supervisory P.O.S.T. pay will be discontinued.

#### M. COMPENSATION ADJUSTMENTS

**In the first full pay period following Council approval of this Agreement, all employees active on payroll shall receive a taxable, non-PERSable stipend equal to \$4,000. In the first full pay period of May 2015, all employees active on payroll shall receive a taxable, non-PERSable stipend equal to \$4,000.**

**This one-time stipend is not intended to and does not meet the definition of special compensation outlined in the California Code of Regulations section 571(a) and therefore is not reportable compensation to CalPERS.**

#### IV. ATTENDANCE AND LEAVES

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

##### A. WORKDAY/WORKWEEK

1. 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. Nothing herein shall be construed to be a guarantee of a minimum workweek for any employee.

##### 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; **registered domestic partner**; 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 not 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. Sick leave shall be granted in increments of even one-half ( $\frac{1}{2}$ ) 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 first six (6) full calendar months of 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 as to 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.
- j. Sick leave granted to any employee for necessary attendance to the illness or injury of a member of the employee's immediate family, or death within the employee's immediate family, shall not exceed **forty-eight (48) hours (1/2 of accrued annual leave per state law)** in any twelve (12) month period.
- k. In the case of a safety employee for whom an application for disability retirement has been filed and the City has made a final determination of the employee's eligibility for disability retirement prior to the expiration of the employee's Labor Code 4850 time, such employee shall not be authorized to utilize sick leave after termination of such 4850 time for absences caused by the disability for which the retirement application was filed.

### 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 Compensation Plan.
- 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. Sick leave shall not be authorized for the sole purpose of extending employment.
- e. Sick leave may be accrued without limitation.

### 4. Reimbursement for Accrued Sick Leave

- a. Upon separation of any type, other than by disciplinary discharge, an employee may be paid 50% of the employee's total unused and accrued sick leave (not to exceed 1400 hours) or may apply the entire accumulated sick leave accrual balance to PERS service credit. 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 December 1 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

- 1 An employee 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.

- 2.. Members of the immediate family shall be limited to spouse; **registered domestic partner**; 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.
3. 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.

#### D. FAMILY AND MEDICAL LEAVE ACT

The City's Family and Medical Leave Act Policy shall govern the granting of leave for such purposes.

#### E. HOLIDAYS

1. Effective July 1, 2006, employees will be credited with 58 hours of holiday credit on January 1<sup>st</sup> and July 1<sup>st</sup> of each year in lieu of designated holidays for a total of 116 holiday hours annually.
2. All such holiday credit between January 1 and June 30 shall be utilized by June 30 or the employee shall be paid for such hours at the employee's current hourly rate of pay. All such holiday credit between July 1 and December 31 shall be utilized by December 31 or the employee shall be paid for such hours at the employee's current hourly rate of pay.
3. Employee may be authorized to utilize Executive Leave or other accrued leave (excluding sick leave) on designed City holidays.

#### F. VACATION LEAVE

##### 1. Vacation Use

- a. All employees shall be entitled to annual vacation leave with pay as provided in this Agreement.
- 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. Employees shall be responsible for assuring adequate supervisory coverage during the employee's absence and for providing the oncoming supervisor with sufficient information to assure safe and efficient continuity of operations.
- 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. Vacation leave shall not be granted to any employee for the sole purpose of extending employment. This section does not prohibit the use of approved vacation time prior to a pre-identified separation date.

- 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 Compensation Plan.
- f. All employees are encouraged to take annual vacation leave away from their jobs.

## 2. Vacation Accrual

- a. All employees shall accrue vacation leave on the basis of all hours spent in a paid status based on City Service (excludes any time worked as overtime or special time as provided below). Such accrual shall take place on a pay period basis.

### 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 16<sup>th</sup> consecutive year of employment, the employee shall accrue 6.46 hours of vacation leave for each 80 hours spent in pay status. (This accrual amounts to approximately 21 days per year or equivalent.)
- (13) Beginning with an employee's 17<sup>th</sup> consecutive year of employment, the employee shall accrue 6.77 hours of vacation leave for each 80 hours spent in pay status. (This accrual amounts to approximately 22 days per year or equivalent.)
- (14) Beginning with an employee's 18<sup>th</sup> consecutive year of employment, the employee shall accrue 7.07 hours of vacation leave for each 80 hours spent in pay status. (This accrual amounts to approximately 23 days per year or equivalent.)

- (15) Beginning with an employee's 19<sup>th</sup> consecutive year of employment, the employee shall accrue 7.38 hours of vacation leave for each 80 hours spent in pay status. (This accrual amounts to approximately 24 days per year or equivalent.)
  - (16) 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. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.
  - d. 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.
  - e. 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.
  - f. **Each calendar year of this agreement, any employee may elect to receive payment in lieu of accrued vacation leave for up to eighty (80) hours of pay. An eligible employee shall notify the City of the desire to receive such payment prior to October 15 of each calendar year. Payment will be made the first full pay period in November. An employee receiving such pay shall receive, at the then-current salary rate. The employee's accrued vacation leave shall be reduced by the number of vacation leave hours for which pay is provided.**
  - g. Employees covered by this Agreement hired prior to July 1, 1995, may accrue vacation up to a maximum of 360 hours. Employees hired after July 1, 1995, may accrue vacation hours up to a maximum of **300** hours. An employee who has reached the maximum accrual shall not accrue any further vacation leave until the accumulated leave balance is brought below the maximum accrual limit. In no instances shall employees accrue more than **360/300** hours, respectively, of vacation.
  - h. Employees with Leave Bank Accounts (LBA) shall be permitted to use, pursuant to departmental rules, the LBA as paid leave or be paid cash for these hours upon separation from City service.
3. Reimbursement for Accrued Vacation Leave
- a. Upon separation, all employees covered by this Agreement shall receive compensation for accrued vacation leave. Such compensation shall be at the employee's salary rate at the time of separation.

b. 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.

#### 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.
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.

#### 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

1. Each employee will be credited with the necessary 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.
2. 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.

## **V. SEPARATION FROM CITY SERVICE**

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

- A. 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.
- B. Retirement which may be either deliberate or by virtue of disability.
- C. Layoff as provided in the Personnel Rules and Regulations.
- D. Discharge as a result of disciplinary action as provided in this Compensation Plan.
- E. Death.

## **VI. INDUSTRIAL INJURIES AND ACCIDENTS**

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

### **A. 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 report and forwarding it to their supervisor on the day of the injury before leaving for the day if possible. 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 report 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 Human Resources Department, Risk Management Division** 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 **Risk Management Division**.

#### B. 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 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.**

#### C. 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. **Employees may predesignate a personal physician 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.**
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 his/her own choice or at a facility of his/her own choice within a reasonable geographic area.**

#### D. 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.

Pursuant to Section 4850 of the State Labor Code which is applicable to public safety employees, any such authorized absence from duty shall begin with the first day following such disability for the period of disability, but not exceeding one (1) year. If the disability extends beyond one (1) year, then Section 4650 applies.

2. Compensation: 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.

## **VII. 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 or infraction 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 in reporting to 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 determined by the Police Chief 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.

## **VIII. DISCIPLINE**

- A. Full authority for discipline is retained by the City. The City agrees, however, that employees will be disciplined for a violation of a workplace conduct rule and that the discipline will be imposed in good faith.
  - 1. The following disciplinary procedure shall apply except that a suspension without pay, demotion in rank or discharge shall be subject to an appeal to a third party neutral whose decision shall be final and binding.
  - 2. All other appeals by sworn 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 are 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 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 seven (7) calendar days of the imposition of the discipline.
- D. Grievances of discipline must be initiated by the employee within seven (7) calendar days after the imposition of the discipline or, in the case of discipline imposed under Subsection C., 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 2 - City Manager of the Grievance Procedure delineated herein except grievances of disciplinary action involving reprimand which shall be initiated at Step 1. **Disciplinary Grievances involving suspension without pay, demotion in rank or discharge are not subject to the step 4 of Section IX of this MOU. Furthermore, for disciplinary grievances**

**involving suspension without pay, demotion in rank or discharge, the procedures in step 3 of Section IX of this MOU shall apply, however, all references to “advisory” arbitration shall not apply and the arbitrator’s decision shall be final and binding subject to mandamus review in the superior court.**

## **IX. 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 – Police Chief: The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the Police Chief 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. Within ten (10) working days of receiving such appeal, the Police Chief 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 Police Chief shall render a written decision on the grievance within ten (10) working days after the meeting.
  2. Step 2 - City Manager: If the grievance is not resolved in Step 1, 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 1, 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.
  3. Step 3 - Advisory Arbitration: If the grievance is not resolved in Step 2, 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 2, 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.
4. Step 4 - 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 3, 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 **Thursday** between 8:00 a.m. and **5:00 p.m.**, **Friday between 8:00 a.m. and 4:00 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.
  - d. The appeal process for alleged violations of the Peace Officer Bill of Rights will follow the grievance procedures as outlined in this Agreement.

**X. REEMPLOYMENT RIGHTS/ELIGIBILITY**

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 a period of **twelve (12)** months from the date of layoff.

**XI. SAVINGS PROVISION**

If any provision(s) of this Agreement is 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.

**XII. BINDING ON SUCCESSORS**

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

**XIII. TERM OF THE AGREEMENT**

This agreement is effective upon ratification by the City Council, and shall continue in full force and effect until **December 31, 2015**.

**XIV. 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.

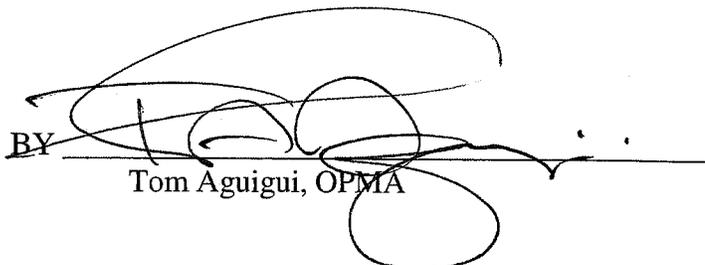
DATED 01-08-14,  
ASSOCIATION

OCEANSIDE POLICE MANAGEMENT

BY

  
Adam Knowland, OPMA

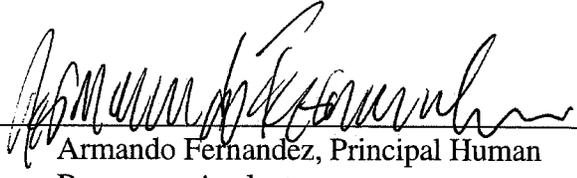
BY

  
Tom Aguigui, OPMA

DATED January 8, 2014.

CITY OF OCEANSIDE

BY   
Patricia Nunez, Human Resources Director

BY   
Armando Fernandez, Principal Human  
Resources Analyst