ITEM NO. 14

STAFF REPORT

CITY OF OCEANSIDE

DATE: September 10, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Human Resources Department

SUBJECT: **ADOPTION OF A RESOLUTION APPROVING AND IMPLEMENTING THE COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES EFFECTIVE SEPTEMBER 10, 2014**

SYNOPSIS

Staff recommends that the City Council adopt a resolution approving and implementing the Compensation Plan for Unrepresented Employees effective September 10, 2014.

BACKGROUND

The previous Compensation Plan for Unrepresented Employees was dated August, 2013. The City Manager requested that this plan be updated to accurately reflect the classification changes which have occurred since the last update, provide for pay equality of add on pays and salary for dual represented classifications, and provide for a taxable, non-Persable Stipend to all full time unrepresented employees (excluding Unrepresented Executives, Elected Officials and City Council Aides).

The unrepresented employees (exclusive of Executive Managers, Elected Officials and Council Aides) are comprised of eighty-eight (88) positions that represent division managers, mid-level supervisors, and confidential/technical employees. These positions last received a general salary increase in 2010 of three percent (3%). The current proposal is consistent with other bargaining groups' compensation packages consisting of one-time stipends for the current fiscal year. Consideration of equity adjustments and any "on-base" compensation will be examined during the current fiscal year for FY 2015/16.

ANALYSIS

The key economic issues in the Plan include special salary adjustments for dual-represented classifications, a taxable, non-PERSable stipends for selected

classifications and adjustments to Bilingual Pay and addition of Engineering License Pay.

The key non-economic issues in the Plan include elimination of classifications of Building Services Administrator, Harbor & Beaches Coordinator, Property & Liability Program Manager, Assistant Fire Marshal, Real Property Manager; Addition of Assistant Building Official, Assistant City Manager, Harbor Manager, Information Technology Division Manager, Information Technologies Purchasing & Contracting Coordinator, Senior Legal Secretary, Senior Property Agent and Supervising Property Agent; and adjustment to the vacation leave accrual from 200 to 300 hours for part-time employees.

FISCAL IMPACT

The fiscal impact associated with the Plan:

Proposed Increase	Description	Cost	PERS Cost	Other Benefits	Total Cost
Stipends	One time fixed cost	$232,346	$0	$0	$232,346
Bilingual Pay	Monthly fixed cost $200/month	$24,000	$5,203	$1,312	$30,514
Other Adjustments	Dual-representation	$562	$122	$31	$714
			TOTAL		**$263,574**

Other Benefits include: Medicare, Unemployment, LTD, STD, Workers' Compensation.

The fiscal impact by category of non-represented listed above totals $263,574 which is equal to 3.45% percent of payroll. A breakdown of charges to each fund is included as Attachment A.

As provided by the Finance Director, the total projected increase to the City to implement the proposed changes from all funds for FY 2014/2015 is approximately $263,574. The funding for the increase is coming from the General Fund reserve for employee wages included in the FY 2014-15 adopted budget. The current available balance in the reserve is $1,062,047. Therefore, sufficient funds are available.

The total dollar amount of compensation adjustments for FY 2014/15 for all labor groups is $1,303,865, including the changes to the Compensation Plan for Unrepresented Employees and an estimate for costs of the Oceanside Fire Association which is still in negotiations. The total dollar amount is for one year and is in consideration of offsets in compensation by all groups from prior year agreements. The ongoing cost of on-base and PERS contributions for all groups total $453,628.

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 Compensation Plan for Unrepresented Employees effective September 10, 2014.

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

The budget increase in the amount of $263,574 in Fiscal Year 2014/2015 is applied to the following accounts:

FY 2014/15			
City Clerk	120122101 .5105	$	5,400
City Treasurer	140000101 .5105	$	5,000
City Manager	150010101 .5105	$	3,237
City Attorney	160000101 .5105	$	25,850
Financial Services	211010101 .5105	$	3,600
Financial Services	220000101 .5105	$	6,900
Human Resources	260010101 .5105	$	12,450
City Manager	310332101 .5105	$	5,275
City Manager	320000101 .5105	$	10,300
Library	350010101 .5105	$	10,100
Library	350350101 .5105	$	1,900
Library	350357101 .5105	$	2,250
Development Services	400434101 .5105	$	6,725
Development Services	425010101 .5105	$	6,875
Development Services	425407101 .5105	$	3,500
Development Services	425423101 .5105	$	3,500
Development Services	450404101 .5105	$	3,700
Police	500010101 .5105	$	7,875
Police	500501101 .5105	$	4,425
Police	500503101 .5105	$	6,550
Fire	550010101 .5105	$	3,100
Neighborhood Services	900010101 .5105	$	8,975
Neighborhood Services	933900101 .5105	$	3,400
Neighborhood Services	935932101 .5105	$	8,850
Neighborhood Services	935491101 .5105	$	2,550
Public Works	600619213 .5105	$	3,400
Development Services	425010598 .5105	$	2,925
Water Utilities	750010711 .5105	$	25,725
Water Utilities	750762711 .5105	$	3,050
Water Utilities	800010721 .5105	$	3,400
Water Utilities	800806721 .5105	$	3,050
Human Resources	151010814 .5105	$	6,500
Human Resources	250253817 .5105	$	9,550
City Manager	155010841 .5105	$	26,000
City Manager	155155841 .5105	$	2,250
City Manager	155164841 .5105	$	2,725
City Manager	155165841 .5105	$	2,725
Total 5105		**$**	**253,587**

City Clerk	Fringe		120122101	.5207	$	695
City Treasurer	Fringe		140000101	.5207	$	73
City Manager	Fringe		150010101	.5207	$	191
City Attorney	Fringe		160000101	.5207	$	991
Financial Services	Fringe		211010101	.5207	$	52
Financial Services	Fringe		220000101	.5207	$	100
Human Resources	Fringe		260010101	.5207	$	1,414
City Manager	Fringe		310332101	.5207	$	76
City Manager	Fringe		320000101	.5207	$	766
Library	Fringe		350010101	.5207	$	1,380
Library	Fringe		350350101	.5207	$	28
Library	Fringe		350357101	.5207	$	33
Development Services	Fringe		400434101	.5207	$	98
Development Services	Fringe		425010101	.5207	$	100
Development Services	Fringe		425407101	.5207	$	51
Development Services	Fringe		425423101	.5207	$	51
Development Services	Fringe		450404101	.5207	$	54
Police	Fringe		500010101	.5207	$	114
Police	Fringe		500501101	.5207	$	64
Police	Fringe		500503101	.5207	$	95
Fire	Fringe		550010101	.5207	$	45
Neighborhood Services	Fringe		900010101	.5207	$	130
Neighborhood Services	Fringe		933900101	.5207	$	49
Neighborhood Services	Fringe		935932101	.5207	$	128
Neighborhood Services	Fringe		935491101	.5207	$	37
Public Works	Fringe		600619213	.5207	$	49
Development Services	Fringe		425010598	.5207	$	42
Water Utilities	Fringe		750010711	.5207	$	1,606
Water Utilities	Fringe		750762711	.5207	$	44
Water Utilities	Fringe		800010721	.5207	$	49
Water Utilities	Fringe		800806721	.5207	$	44
Human Resources	Fringe		151010814	.5207	$	94
Human Resources	Fringe		250253817	.5207	$	755
City Manager	Fringe		155010841	.5207	$	377
City Manager	Fringe		155155841	.5207	$	33
City Manager	Fringe		155164841	.5207	$	40
City Manager	Fringe		155165841	.5207	$	40
		Total 5207			**$**	**9,988**
		Grand Total			**$**	**263,574**

ATTACHMENT "A"

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE APPROVING AND IMPLEMENTING THE COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES DATED SEPTEMBER 10, 2014

WHEREAS, representatives of the City Manager of the City of Oceanside have made modifications to the Compensation Plan for Unrepresented Employees dated August 21, 2013;

WHEREAS, as a result of the modifications, a revision to the Compensation Plan for Unrepresented Employees has been prepared by the Human Resources Director.

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

SECTION 1. That the Compensation Plan for Unrepresented Employees effective September 10, 2014 (attached hereto as Attachment I), is hereby approved and adopted. The Compensation Plan for Unrepresented Employees shall be in effect until such date as it shall be modified again by direction of the City Manager.

SECTION 2. That all terms and conditions contained in the Compensation Plan for Unrepresented Employees shall prevail over any inconsistent provisions of prior Compensation Plans for Unrepresented Employees adopted by the City Council.

SECTION 3. That the City Manager is hereby directed to implement all provisions of said Compensation Plan for Unrepresented Employees and to prepare any required amendments to the 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 _____, 2014, by the following vote:

AYES:

NAYS:

ABSENT:

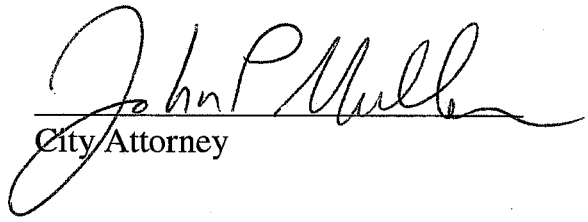
ABSTAIN:

_____
MAYOR OF THE CITY OF OCEANSIDE

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____
City Attorney

CITY OF OCEANSIDE

COMPENSATION PLAN

FOR

UNREPRESENTED EMPLOYEES

September 10, 2014

COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES

Table of Contents

SUBJECT	PAGE
I. SCOPE	1
II. CLASSIFIED SERVICE EMPLOYEES	2
III. UNCLASSIFIED SERVICE EMPLOYEES	2
IV. THE CLASSIFICATION PLAN	2
A. Unrepresented Classifications	2
B. Trainee Levels	5
V. COMPENSATION	6
A. Salary Plan	6
B. Salary Plan Administration	7
C Acting Appointments	8
D. H-Rating	9
E. Promotion	9
F. Demotion	9
G. Exempt/Non-Exempt	9
H. Retirement - CalPERS	10
I. Medical/Dental/Life Insurance	12
J. Executive Life Insurance	14
K. Long-Term Disability Insurance	14
L. Short-Term Disability Insurance	14
M. Physical Examinations	15
N. Emergency Recall Pay	15
O. Replacement of Personal Property	15
P. Tuition Reimbursement	15
Q. Safety Shoes	16
R. Uniforms	16
S. Mileage Reimbursement	17
T. Deferred Compensation Plan	17
U. Severance Compensation	17
V. Bilingual Pay	18
W. Dive Pay	18
X. Engineering License Pay	18
Y. Flexible Spending Accounts	18
Z. Reasonable Suspicion Drug Screening	18
AA Notary Pay	18
BB. Shift Differential Pay	19
CC. Dual Representation Classifications	**19**
DD. Stipend	**19**

SUBJECT PAGE

EE. Appearance Guidelines 19

VI. ATTENDANCE AND LEAVES 20
A. Hours of Work 20
B. Sick Leave 21
C. Bereavement Leave 25
D. Holidays 25
E. Vacation Leave 26
F. Executive Leave 31
G. Military Leave 31
H. Leave of Absence Without Pay 31
I. Leave for Jury Duty 32
J. Family and Medical Leave 32

VII. SEPARATION FROM CITY SERVICE 33

VIII. INDUSTRIAL INJURIES AND ACCIDENTS 33
A. Injury and Illness Reporting 33
B. Accident Reporting 34
C. Medical Treatment for Injury or Illness 34
D. Absence from Industrial Injury or Illness 34

IX. STANDARDS OF CONDUCT 35

X. DISCIPLINE 36

XI. GRIEVANCE PROCEDURE 38

XII. REEMPLOYMENT LIST 40

XIII. SAVINGS PROVISION 40

XIV. BINDING ON SUCCESSORS 40

XV. TERM OF THE COMPENSATION PLAN 41

APPENDIX (Part-Time Employees) 42

ALPHABETICAL TABLE OF CONTENTS

SUBJECT	PAGE
Absence from Industrial Injury or Illness	34
Accident Reporting	34
Acting Appointments	8
Appearance Guidelines	**19**
Appendix	42
Attendance and Leaves	19
Bereavement Leave	25
Bilingual Pay	18
Binding on Successors	40
Classification Plan	2
Classified Service Employees	2
Compensation	6
Deferred Compensation Plan	17
Demotion	9
Discipline	36
Dive Pay	18
Dual Representation Classifications	
Emergency Recall Pay	15
Engineering License Pay	18
Executive Leave	31
Executive Life Insurance	14
Exempt/Non-Exempt	9
Family and Medical Leave	32
Flexible Spending Accounts	18
Grievance Procedure	38
H-Rating	9
Holidays	25
Hours of Work	19
Industrial Injuries and Accidents	33
Injury and Illness Reporting	33
Leave for Jury Duty	31
Leave of Absence Without Pay	31
Long-Term Disability Insurance	14
Medical Treatment for Injury or Illness	34
Medical/Dental/Life Insurance	12
Mileage Reimbursement	17
Military Leave	31
Notary Pay	18
Part-Time Employees (Appendix)	42
Physical Examinations	15
Promotion	9
Reasonable Suspicion Drug Screening	18
Reemployment List	40
Replacement of Personal Property	15
Retirement - CalPERS	10
Safety Shoes	16

SUBJECT PAGE

Salary Plan Administration 7
Salary Plan 6
Savings Provision 40
Separation from City Service 33
Severance Compensation 17
Scope 1
Shift Differential Pay 19
Short-Term Disability Insurance 14
Sick Leave 20
Standards of Conduct 35
Stipend 19
Term of the Compensation Plan 41
Trainee Levels 5
Tuition Reimbursement 15
Uniforms 16
Unclassified Employees 2
Unrepresented Classifications 2
Vacation Leave 25

SUMMARY OF CHANGES

1. **Addition of Engineering License Pay at $1.74 per hour.**
2. **Increase Bilingual Pay to $1.73 per hour.**
3. **A one-time, taxable, non-PERSable Stipend equal to 3% of base annual salary (excluding all add on pays) will be paid to all full-time employees holding unrepresented classifications (excluding Executives, Elected Officials and Council Aides) the first full pay period following ratification.**
4. **Changes to Unrepresented Classifications:**

OLD	NEW
Building Services Administrator	Assistant Building Official
Harbor & Beaches Coordinator	Harbor Manager
Addition of:	
Assistant City Manager	new classification
Information Technology Division Manager	new classification
Information Technology Purchasing And Contracting Coordinator	new classification
Senior Legal Secretary	new classification
Senior Property Agent	Transferred from MECO
Supervising Property Agent	Transferred from MECO
Elimination of:	
Assistant Fire Marshal	Transferred to OFA
Property & Liability Program Manager	replaced by Risk Manager
Real Property Manager	replaced by Real Estate Manager

5. **Elimination of Marina Manager Pay.**
6. **Salary Adjustment for Classifications with dual representation.**
7. **Addition of Appearance Guidelines.**
8. **Addition of Registered Domestic Partner to the definition of "immediate family."**
9. **Change in maximum allowable hours which can be used for caring for immediate family from 40 to 48 hours per year in any 12-month period in accordance with state law.**
10. **Increase in annual leave cap for part-time employees from 200 to 300 hours.**

COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES

I. SCOPE

A. The Personnel Rules and the Compensation Plan for Unrepresented Employees provisions described herein shall apply to all full-time regular employees of the City employed in classes or positions which are not included in a representation unit (hereinafter generally referred to as "employee(s)").

B. The Personnel Rules and Regulation and the Compensation Plan provisions described herein shall establish for all affected employees all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except as provided in Subsection C below. Employees who have signed an Employment Agreement may have conditions which do not align with this Compensation Plan. In those instances, the Employment Agreement conditions shall be deemed controlling.

C. The City retains all rights not specifically delegated in the Personnel Rules and Regulations and the Compensation Plan provisions described herein including, but not limited to, the exclusive right to determine the mission of its constituent departments; 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. All presently existing rights and benefits enjoyed by any designated Unrepresented Group employee, which are not in conflict with or contradictory to any of the provisions set forth in this Compensation Plan, shall continue to be in full force and effect.

E. The City Manager shall establish and revise policies and procedures to ensure fair, equitable, and practical administration of the Personnel Rules and Regulations and the Compensation Plan provisions described herein as he/she deems necessary.

II. CLASSIFIED SERVICE EMPLOYEES

Unrepresented, permanent employees in the Classified (Competitive) Service in classes which are not included in a representation unit shall be subject to Chapter 23, Oceanside City Code, "Personnel System". (Authority: Section 23.19, Oceanside City Code.)

III. UNCLASSIFIED SERVICE EMPLOYEES

A. Employees in the Unclassified Service shall not be subject to Chapter 23, Oceanside City Code, "Personnel System". (Authority: Section 23.20, Oceanside City Code.)

B. Council-appointed officers within the Unclassified Service serve at the pleasure of the City Council.

C. City Manager-appointed employees within the Unclassified Service serve at the pleasure of the City Manager.

D. City Attorney-appointed employees within the Unclassified Service serve at the pleasure of the City Attorney.

E. All department director positions, all positions in the Office of the City Manager, all positions in the Office of the City Attorney, all positions in the Office of the City Treasurer subject to the provisions of Section 2.17.1 of the Oceanside City Code, and all positions that are either (a) not specifically included in the category of classified employees or are (b) specifically excluded from the category of classified employees are unclassified employees.

F. All positions held by virtue of an employment agreement that does not provide for payment of fringe benefits directly by the City.

IV. THE CLASSIFICATION PLAN

A. UNREPRESENTED CLASSIFICATIONS

Executive Management (Unclassified)

Assistant City Attorney
Assistant City Manager
City Attorney
City Clerk (Elected)
City Manager
City Treasurer (Elected)
Deputy City Manager

Development Services Director
Financial Services Director
Fire Chief
Human Resources Director
Housing & Neighborhood Services Director
Library Director
Police Chief
Water Utilities Director

Middle Management

Accounting Manager
Assistant Building Official
Assistant City Clerk
Assistant Library Director
Assistant Treasurer
Budget Manager
Building Inspections Manager
Chief Building Official
Chief Information Officer
City Engineer
City Development Engineer
City Planner
City Traffic Engineer
Clean Water Coordinator
Code Enforcement Manager
Compliance Officer
*Deputy City Attorney I
*Deputy City Attorney II
Deputy City Engineer
Development Coordinator
Environmental Officer
Financial Services Division Manager
Fleet Manager
Harbor Manager
Housing Program Manager
Human Resources Division Manager
Information Technology Division Manager
Library Division Manager
Maintenance Manager
Neighborhood Services Division Manager
Permit Processing Manager
Police Records Manager
Principal Accountant
Principal Human Resources Analyst
*Public Information Officer

Public Safety Communications Manager
Public Works Division Manager
Real Estate Manager
Risk Manager
Senior Human Resources Analyst
*Senior Management Analyst
Senior Management Analyst
Supervising Deputy City Attorney
Supervising Property Agent
*Treasury Manager
Water Utilities Division Manager

Supervisory/Administrative

Accounting Supervisor
Administrative Analyst I
Administrative Analyst II
*Administrative Analyst I
*Administrative Analyst II
*Administrative Secretary
Applications Analyst I
Applications Analyst II
Applications Analyst III
Applications Analyst IV
Assistant Training Officer
CIP Manager I
CIP Manager II
CIP Manager III
Community Outreach Coordinator
*Council Aide
Crime Analyst
Education and Conservation Coordinator
Fire Plans Examiner
Housing Programs Analyst
Human Resources Analyst I
Human Resources Analyst II
Information Systems Analyst I
Information Systems Analyst II
Information Systems Analyst III
Information Systems Analyst IV
*Investment Officer
*Legal Secretary
Library Technology Analyst
Literacy Coordinator
*Management Analyst
Management Analyst

Police Training Coordinator
Program Specialist
Safety Officer
*Secretary to the City Attorney
*Secretary to the City Manager
Senior Accountant
Senior Crime Analyst
Senior Information Technologies Analyst
Senior Legal Secretary
Senior Property Agent
Water/Wastewater Project Manager

Confidential

Call Center Coordinator
Human Resources Assistant - HR Administration
Human Resources Assistant - Workers' Comp and Risk
Human Resources Technician – HR Administration
Human Resources Technician - Workers' Comp and Risk
Information Systems Specialist I
Information Systems Specialist II
Office Specialist I/II
*Office Specialist I/II
*Paralegal I
*Paralegal II
Payroll Technician I
Payroll Technician II
Safety Specialist I
Safety Specialist II
Senior Office Specialist
*Senior Office Specialist
*Treasury Technician

Technical

Aquatics Technician
Firefighter Paramedic Recruit (56 Hour)
Office Specialist I/II
Police Officer Recruit
Senior Customer Account Representative
*Unclassified Position

B. TRAINEE LEVELS

The City may, at its discretion, establish trainee salary range levels and/or job classifications.

V. COMPENSATION

Compensation as provided hereinafter 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. This section and section VI, Attendance and Leaves, shall apply only to permanent employees.

A. THE SALARY PLAN

1. The salary of the City Manager and City Attorney shall be determined at the discretion of the City Council.

2. Certain Executive classifications have been assigned salary ranges. Advancement within the range shall be based on performance and shall be at the sole discretion of the City Manager.

3. Certain Management classifications have been assigned salary bands. Advancement within the salary band shall be determined at the discretion of the City Manager, or City Attorney for employees in the City Attorney's Office.

4. 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 classifications.

5. The Salary Step Plan

   The salary step plan shall provide a salary range for each job classification (except as noted in 1, 2 and 3 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 <u>may</u> 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 fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase only if granted by the City.

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

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

B. SALARY PLAN ADMINISTRATION

1. Non-exempt employees shall normally receive salary compensation on a bi-weekly basis with direct deposits, pay checks and pay stubs being distributed on Friday. Employees are strongly encouraged to utilize direct deposit to receive bi-weekly compensation. 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.

2. Exempt employees are "salaried employees" for the purposes of the Fair Labor Standards Act (FLSA) and shall receive salary compensation in twenty-six (26) bi-weekly installments with direct deposits, paychecks and paystubs being distributed on Friday. 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.

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

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

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

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

   Any grievance appeal to any performance-based salary reduction or demotion in job classification shall be subject to the disciplinary appeals process as provided in this Compensation Plan.

7. 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 Compensation Plan unless specifically provided otherwise.

   b. The Evaluation Date for any employee not present for duty, nor in a pay status for thirty (30) or more calendar days shall be advanced that number of days.

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 work hours of City-recognized successful service in such acting capacity. 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 requirement), 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 Compensation Plan. Service in an acting capacity shall not continue for a period of time exceeding 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. The provisions of

this paragraph are not applicable to Unclassified positions, wherein the rate of acting compensation will be determined by the City Manager/City Attorney.

D. H-RATING

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.

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 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, including continuum advancement, 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, any employee shall receive a minimum salary decrease equivalent to one (1) salary step in the employee's current (pre-demotion) 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.

G. 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 shall be computed at the rate of 1½ times the employee's regular hourly rate of pay for hours in excess of forty (40) hours per week. Paid sick leave shall not be considered as "hours worked" in the computation of overtime.

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. All overtime work shall be authorized in advance by an employee's appropriate immediate supervisor; failure to receive proper advance authorization may be a basis for discipline up to and including termination.

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 may be taken in half-hour increments. Employees shall reduce CTO hours to zero, either by use or be cashed out at the employee's current regular rate of pay, before transferring from one department to another. Upon separation, an employee shall receive compensation for all accrued CTO at the employee's then-current salary rate.

4. Non-exempt employees may elect to cash-out accumulated CTO once each quarter per fiscal year.

5. When an employee is appointed to an exempt position from a non-exempt position, any compensatory time the employee has accrued, will be cashed out at the employee's current regular rate of pay.

H. RETIREMENT – CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

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 Benefits pursuant to Section 20070.

   b. Third Level of 1959 Survivor Benefits pursuant to Section 21573.

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

   d. Military Service Credit pursuant to Section 21024.

   e. One Year's 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 as follows:

   a. Miscellaneous Employees hired before December 11, 2011 currently 8%;

   b. Miscellaneous Employees hired between December 11, 2011 and December 31, 2012 currently 7%;

   c. Miscellaneous Employees hired on or after January 1, 2013 currently 6.75%;

d. Safety Employees hired on or before December 31, 2012- currently 9%; and
e. Safety Employees considered as "New" employees by CalPERS, hired on or after January 1, 2013 currently 12.25%.

Adjustments to normal costs are generally calculated in actuarial studies completed by CalPERS on a bi-annual basis in November of even numbered years. Adjustments are effective the following July 1. Changes to Employees' share will be adjusted to reflect the current 50% share in accordance with State law.

5. The Mayor and Councilmembers are eligible to participate in CalPERS on an elective basis. The Mayor and Councilmembers, who elect to be enrolled in CalPERS, shall pay the full employee's portion of the General Member Retirement Plan in CalPERS of their earnings to pay the "employee" portion of their retirement costs.

6. In the event of a conflict between this Compensation Plan and any applicable amendments to the statutes governing CalPERS retirement plans, the state statutes shall prevail.

I. MEDICAL/DENTAL/LIFE INSURANCE

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 coverage as elected by the employee.

1. Each eligible employee may elect to select health coverage by enrolling in the City's group insurance plans.

2. Each eligible employee may elect to change the selection of optional benefit programs once per year at a time designated by the City or when a "qualifying event" occurs.

3. 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.

4. The City agrees to pay a portion of the employee's insurance premium as indicated below. Under no circumstances shall the City be required to pay any of the unused City contribution to the employee in cash.

a. Medical

For single coverage, the City agrees to pay up to $557.37 monthly.

For two-party coverage, the City agrees to pay up to $1,069.64 monthly.

For family coverage, the City agrees to pay up to $1,316.48 monthly.

b. Dental:

For single coverage, the City agrees to pay $47.62 monthly toward the cost of the DPO dental insurance plan or $26.77 monthly toward the cost of the DHMO dental insurance plan.

For two-party coverage, the City agrees to pay $71.20 monthly toward the cost of the DPO dental insurance plan or $41.70 monthly toward the cost of the DHMO dental insurance plan.

For family coverage, the City agrees to pay $99.60 monthly toward the cost of the DPO dental insurance plan or $58.04 monthly toward the cost of the DHMO dental insurance plan.

c. Vision:

For single coverage, the City agrees to pay up to $5.61 monthly toward the cost of the City contracted Vision insurance plan.

For two-party coverage, the City agrees to pay up to $9.72 monthly toward the cost of the City contracted Vision insurance plan.

For family coverage, the City agrees to pay up to $12.98 monthly toward the City contracted Vision insurance plan.

5. If both husband and wife are employed full time with the City, the City will pay the full cost of the appropriate plan (employee plus one or employee plus family), not to exceed the cost of the HMO plan; the dental PPO plan and the vision plan. Under no circumstances shall the City be required to pay any of the unused City contribution to the employee in cash.

6. Effective July 2005, 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 and a maximum benefit of $200,000. 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.

7. The Mayor and Councilmembers shall be eligible to participate in the Medical/Dental/Vision/Voluntary Life Insurance programs at their option.

J. EXECUTIVE LIFE INSURANCE

The City shall continue to provide all Executive Management Group and Mid-Management Group employees with additional life insurance equal to one and one-half times their annual base salary **with a minimum of $30,000 and a maximum of $350,000.** The premium shall be paid by the City.

K. LONG-TERM DISABILITY INSURANCE

1. The City shall continue to provide long-term disability insurance. 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.

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

L. SHORT-TERM DISABILITY INSURANCE

1. The City shall continue to provide Short-Term Disability insurance. 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. If the Short-Term Disability Insurance maximum benefit period or waiting period changes and there is a conflict with this Compensation Plan, the Short-Term Disability plan document shall be the

controlling document.

2. The City shall contribute, as appropriate, up to the full premium cost of the above-described weekly indemnity insurance program.

M. PHYSICAL EXAMINATIONS

The City shall provide for any City-required medical examinations of any employee at no cost to the employee.

N. EMERGENCY RECALL PAY

1. All non-exempt Administrative/Supervisory Group and Confidential Group 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 two (2) hours OT or CTO, as agreed upon by the appropriate immediate supervisor and the employee. Any employee required to work longer than two (2) hours after being recalled shall receive overtime pay as provided in this Compensation Plan.

O. 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 (as determined by the Department Director) 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.

P. TUITION REIMBURSEMENT

1. The City shall provide reimbursement for tuition, books, lab fees, and mandatory fees within a fiscal year up to $2,000 for courses related to the employee's current job. An employee shall be reimbursed upon submitting evidence that he/she has satisfactorily completed the approved course work. Employees shall obtain pre-approval prior to commencement of classes. Coursework approved during a fiscal year will be applied to that fiscal year allowance, regardless of the course end date. Reimbursement will only be granted for courses taken at universities or colleges that are accredited with the Western Association of Schools & Colleges or one of the other five regional associations that accredit public and private schools, colleges and universities in the United States. Employees must

submit their request for reimbursement within ninety (90) days of course completion.

2. The City shall also provide reimbursement pursuant to the guidelines outlined above for courses taken as part of a curriculum (general education or classes applicable to a specific major that would lead to an Associate's, Bachelor's or higher degree.)

3. In no event will the total amount for Tuition Reimbursement for any employee, for any combination of classes taken in a fiscal year, exceed $2,000.

4. If an employee attains a degree in a subject related to his/her current job during, the scope of employment, the employee shall receive a one-time payment of $300 for an Associate level degree and $600 for a Bachelor's degree.

5. The elected officials shall be eligible to participate in the Tuition Reimbursement program.

Q. 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 Compensation Plan 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.

R. UNIFORMS

1. The City shall continue its practice of providing uniforms for any non-public safety employee required by the City to wear such uniforms in the course of regular job duties.

2. The City shall continue its practice of providing uniforms for any public safety employee required by the City to wear such uniforms in the course of regular job duties, or of providing an annual cash uniform allowance payment of $475. Such option shall be at the City Manager's discretion.

3. The Police Chief and Fire Chief shall be eligible to receive an annual cash uniform allowance payment of $700 each payable the first full pay period in

August of each year. Fire safety employees are required to purchase Nomex uniform pants per departmental requirements.

S. MILEAGE REIMBURSEMENT/VEHICLE ALLOWANCE

1. Directors who are authorized full-time utilization of City vehicles shall not receive mileage reimbursement or a vehicle allowance.

   Vehicles may also be provided on a take-home basis for emergencies or operational necessity as determined by the Department Director.

2. Directors not assigned full-time utilization of a City vehicle will receive $250 per month vehicle allowance.

   Directors may request to receive mileage reimbursement at a level equivalent with the current IRS rate in lieu of the monthly vehicle allowance. Authorization is solely at the discretion of the City Manager.

3. When an employee, not receiving a vehicle allowance, is authorized to use his/her personally-owned vehicle during work assignments, the City shall provide 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.

T. DEFERRED COMPENSATION PLAN

The City shall establish 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 and by other provisions of this or successor compensation plans: compensation for unused sick leave; the balance of the authorized holidays; overtime; and Suggestion Awards and Management Incentive Program Awards. The Mayor and Councilmembers shall be eligible to participate in the Deferred Compensation Plan. The City reserves the right to accept or reject any particular plan, to change plans, and to impose specific conditions upon the use of any plan.

U. SEVERANCE COMPENSATION

In the event that any Unclassified employee's employment is discontinued by the City, at such time that the employee is willing and able to perform his/her regular duties, then the City shall pay such employee forty-five (45) working days (320 hours) salary and three months continuation of City-paid health insurance coverage for the employee only. No such payment shall be provided to any employee discharged for cause. This Section shall not apply to any employee covered by another severance clause contained in the City Code or in any employment

agreement with the City.

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

V. 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 to perform the service. Bilingual certification examinations may include Spanish, Samoan, and American Sign Language. Bilingual pay is provided at an hourly rate of **$1.73** per hour to employees who occupy designated positions and who are certified as proficient by the Human Resources Department testing program.

W. DIVE PAY

Aquatic Technicians shall be entitled to dive pay at double the current base 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).

X. **ENGINEERING LICENSE PAY**

The City will pay all employees required, in the sole opinion of the City Manager, to utilize and possess a State of California license as P.E., Civil, Structural, Traffic/Transportation Engineer as a part of their job duties licensure pay of $1.74 per hour. Employees with multiple licenses shall receive a maximum of $1.74 per hour.

Y. FLEXIBLE SPENDING ACCOUNTS

Effective May 1, 1995, the City agrees to implement 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.

Z. REASONABLE SUSPICION DRUG SCREENING

Employees shall be subject to the reasonable suspicion drug screening policy Administrative Directive 43.

AA. NOTARY PAY

Employees licensed by the State of California, as Notaries shall be eligible to receive a monthly stipend of $0.58 per hour. Department Directors shall determine the number of personnel needed to perform notary services within their respective departments based on a demonstrated need.

BB. SHIFT DIFFERENTIAL PAY

If five (5) hours of an employee's regularly scheduled work hours are between 6 p.m. and 6 a.m., the employee shall receive an additional 5% for all hours actually worked. The differential shall be paid for sick leave, vacation and holidays.

CC. **DUAL REPRESENTATION CLASSIFICATIONS**

The following classifications are used in multiple city departments, and some classifications are represented by the Management Employees of the City of Oceanside (MECO) union or Oceanside City Employee's Association (OCEA). Others, working in confidential areas are covered under this Unrepresented Compensation Plan. It is the intent that the salary level shall for Unrepresented employees be no less than those represented by MECO and OCEA. The classifications are:

Administrative Analyst I
Administrative Analyst II
Administrative Secretary
Office Specialist I
Program Specialist

DD. **STIPEND**

A taxable, non-PERSable stipend approximately equal to 3% of their base annual salary rounded to the closest $25 (prior to any add on pays) shall be paid to all full-time permanent employees holding unrepresented classifications (excluding Executives, Elected Officials and Council Aides) the first full pay period following ratification of the Agreement.

EE. **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.

VI. ATTENDANCE AND LEAVES

A. HOURS OF WORK

For employees working a 9/80 work schedule, work hours are Monday through Thursday between 7:30 a.m. and 5:00 p.m., and alternate Fridays between 7:30 a.m. and 4:00 p.m., except holidays. Directors may, at their discretion, allow alternate 9/80 schedules as to the alternating day off if such a schedule improves the efficiency of the operations and service to the Citizens. Employees for whom the City deems a different schedule to be desirable or necessary shall work according to such other schedule.

1. Work Week: - Fair Labor Standards Act (FLSA) exempt employees

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

   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.

2. Work Week – Non-Exempt employees

   The basic work schedule for non-exempt employees is the 9/80 plan, which consists of eighty (80) hours of work every two (2) weeks (nine (9) days at nine (9) hours; one (1) day at eight (8) hours; one (1) day off).

3. For fiscal reasons, the City may designate that each employee be given unpaid furlough days off. Such unpaid days shall be scheduled at the discretion of the City.

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

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

B. SICK LEAVE

1. Defined: Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, necessary consultation with or treatment by a doctor or dentist, necessary

attendance to the illness or injury of a member of the employee's immediate family, or death within the employee's immediate family.

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. In order to apply for sick leave use an employee 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. Sick leave shall only be granted in even one-half hour increments. Excessive absences may reflect upon an employee's performance and may be grounds for discipline, up to and 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 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 consecutive scheduled working days/shifts, 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 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 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.

l. Sick leave shall not be authorized for the sole purpose of extending employment.

m. Employees who are unable to report to work due to personal illness or illness of a family member must utilize sick leave. Employees are not authorized to utilize vacation, holiday or other forms of accrued leave in lieu of sick leave.

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 (amounts to approximately twelve (12) days per year). 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 unlimited sick leave.

4. Reimbursement for Accrued Sick Leave - Executive Management Group and Mid-Management Group Employees.

a. Upon separation of any type, other than by disciplinary discharge, any Executive Management Group, Mid-Management Group or Unclassified employee may be paid 50% (up to a maximum of 1,400 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 CalPERS 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 Executive Management Group and Mid-Management Group 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. Employees electing to receive payment in lieu of accrued sick leave shall receive such payment on the paycheck prior to the Christmas holiday. 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.

5. Reimbursement for Accrued Sick Leave - Administrative/Supervisory Group and Confidential Group Employees.

a. Upon separation by retirement following five (5) continuous years of City Service, any Administrative/Supervisory Group or Confidential Group employee may be paid 50% (up to a maximum of 1,400 hours) of the employee's total accrued sick leave or may apply a portion of or the entire accumulated sick leave accrual balance to CalPERS 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. Upon separation of any type, other than by disciplinary discharge and following ten (10) continuous years of City Service, any Administrative/Supervisory Group or Confidential Group employee may be paid 50% (up to a maximum of 1,400 hours) of the employee's total accrued sick leave or may apply a portion of or the entire accumulated sick leave accrual balance to CalPERS 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.

c. Each calendar year, any Administrative/Supervisory Group; Technical Group or Confidential Group employee may elect to receive payment in lieu of accrued sick leave provided such employee has used thirty-two (32) hours or less of sick leave during the period. An eligible employee shall notify the City of the desire to receive such payment prior to the last working day in November of each calendar year. Employees electing to receive payment in lieu of accrued sick leave shall receive such payment on the paycheck prior to the Christmas holiday. 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. A permanent employee, shall be eligible to take three (3) days paid leave of absence due to the death of a member of the employee's immediate family.

2. Members of the immediate family shall be limited to employee's spouse; **registered domestic partner,** children; the employee's, spouse's **or registered domestic partner'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 City Manager or Department Director, an additional two (2) days/shifts of bereavement leave may be granted. These two (2) days/shifts, if granted, shall be chargeable to sick leave.

D. <u>HOLIDAYS</u>

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 Jr. Day";

c. The last Monday in May, "Memorial Day";

d. July 4th, "Independence Day";

e. The first Monday in September, "Labor Day";

f. November 11th, "Veterans' Day";

g. The Thursday in November appointed as "Thanksgiving Day";

h. The Friday following "Thanksgiving Day";

i. December 25th, known as "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. Except for FLSA-exempt employees, 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.

1. 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 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 second scheduled payday after December 31, and the hours shall be subtracted from the employee's accrual balance.

2. Floating Holidays. In addition to the above holidays, each employee shall be credited with forty-eight (48) hours of floating holiday. Floating holiday hours are to commemorate other holidays including Presidents' Day, Admission's Day, Columbus Day, Statewide election day and other holidays that may be celebrated by employees. All full-time 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.

   Upon separation of any type, except an employee who voluntarily leaves employment during their initial probationary period, an employee shall receive full compensation for all such unused, accrued holiday time. Employees who voluntarily separate from City employment during their initial probationary period shall not be entitled to payout of any Floating

Holiday or Executive Leave hours.

a. 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.

a. Such leave shall only be taken in even whole hour increments.

E. 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 may be granted in half-hour increments. Employees in supervisory positions shall be responsible for ensuring 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. Requests for partial vacation days will only be granted if adequate supervisory coverage exists.

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 Compensation Plan.

f. Vacation leave shall not be granted to any employee for the sole purpose of extending employment.

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 - Executive Management Group

1. During an employee's first five (5) full consecutive years 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.)

2. During an employee's 6th consecutive year of employment, the employee shall accrue 4.92 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 16 days per year or equivalent.)

3. During an employee's 7th consecutive year of employment, the employee shall accrue 5.23 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 17 days per year or equivalent.)

4. During an employee's 8th consecutive year of employment, the employee shall accrue 5.54 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 18 days per year or equivalent.)

5. During an employee's 9th consecutive year of employment, the employee shall accrue 5.85 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 19 days per year or equivalent.)

6. Beginning with an employee's 10th 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.)

7. 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 leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 25 days per year or equivalent.)

c. Vacation Accrual Rates - Mid-Management, Administrative/ Supervisory, Technical and Confidential Groups

Effective the beginning of the first full pay period in January 2002, Mid-Management employees employed on December 14, 2001, who have not reached their 10th year of continuous employment shall

begin accruing 4.62 hours of vacation leave for each 80 hours spent in a pay status. After the employees reach their 11th year of employment they will accrue vacation based on the formula listed below. Employees hired after December 14, 2001, shall follow the accrual formula listed below.

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, and extending through the remaining years of employment, the employee shall accrue 6.15 hours of vacation leave for each 80 hours spent in a pay status. (This accrual amounts to approximately 20 days per year or equivalent.)

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

d. The City Manager may grant new unrepresented employees a higher vacation accrual rate than the minimum.

e. Assuming an employee has an appropriate vacation leave accrual; all employees shall take a minimum of ten (10) days of annual vacation leave away from their job duties per year.

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

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

h. 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.

i. All forty (40)-hour per week employees hired prior to July 1, 1995 may not accrue vacation leave in excess of 360 hours.

j. All forty (40)-hour per week employees hired on or after July 1, 1995, may not accrue vacation leave in excess of 300 hours.

k. Those employees who have a vacation Leave Bank Accrual (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

Upon separation, all employees covered by this Compensation Plan shall receive compensation for accrued vacation leave. Such compensation shall be at the employee's salary rate at the time of separation.

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

F. EXECUTIVE LEAVE

1. Each Executive Management Group employee will be credited with the authorized amount of Executive Leave hours each July 1 in order to bring the existing balance to seventy (70) hours. In no case will unused Executive hours be carried over and added to the Executive Leave balance for the next fiscal year.

2. Each Exempt Mid-Management and Supervisory/Administrative Group employee 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.

3. Upon separation of any type, except an employee who voluntarily leaves employment during their initial probationary period, an employee shall receive full compensation for all such unused, Executive Leave hours. Employees who voluntarily separate from City employment during their initial probationary period shall not be entitled to payout of any Floating Holiday or Executive Leave hours.

4. The City Manager may grant additional Executive Leave to Unrepresented employees in extraordinary circumstances.

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

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. 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.

Leaves of Absence for greater than thirty (30) days must be approved by the City Manager.

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. 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. SEPARATION FROM CITY SERVICE

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

1. Completion of work assignment or project.

2. 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.

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

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

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

6. Death.

7. For any lawful reason at the will and discretion of the appointing authority with respect to unclassified employees.

B. In extenuating circumstances, the City Manager shall have the sole authority to determine utilization of accumulated leave time to extend the effective date of the employee's separation from City service.

C. Nothing in this compensation plan shall be construed to vest a property right in employment to any unclassified employee.

VIII. 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 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.

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. 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.

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

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.

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.

IX. STANDARDS OF CONDUCT

A. 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:

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

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

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

4. Unauthorized or excessive absences from regularly assigned duties.

5. Excessive or unexcused tardiness in reporting to regularly assigned duties.

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

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

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

9. 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.

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

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

12. Insubordination.

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

14. Violation of the City Code, Personnel Rules, Compensation Plan, Administrative Directives, policies, safety rules or departmental rules and regulations.

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

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

17. Gambling on City property or while on duty.

18. 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.

B. No employee shall be discharged for a minor violation of the standards of conduct delineated hereinabove as IX.A.11 or IX.A.14 without first having received a prior written warning concerning a related or similar violation.

X. DISCIPLINE

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

1. The following disciplinary procedure shall apply to classified employees.

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

B. Prior to the imposition of any discipline 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, 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 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 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 – Department Head of the Grievance Procedure delineated herein except grievances of disciplinary action involving reprimand which shall be initiated at Step 1.

F. Subsection X, Discipline, shall not apply to Unclassified Employees as delineated in this Compensation Plan.

XI. GRIEVANCE PROCEDURE

A. Defined. A grievance is an alleged violation of a specific clause of this Compensation Plan. Matters for which other methods of review are provided by this Compensation Plan, by Resolution, by Ordinance, by Charter, or by State Law shall be excluded from this procedure.

B. Application

1. Subsection XI. shall not apply to Unclassified Employees.

2. Subsection XI. shall apply to non-public safety Mid-Management Group employees only through the conclusion of Step 3 - City Manager.

3. Subsection XI. shall apply to public safety Mid-Management Group employees, and Administrative/ Supervisory Group and Confidential Group employees through the conclusion of Step 4 - Advisory Arbitration.

C. 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 Compensation Plan. 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 Head: 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 Compensation Plan, 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 Compensation Plan and shall not modify, amend, or delete any terms or provisions of

this Compensation Plan. Failure of either party to insist upon compliance with any provision of this Compensation Plan 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. Working Days Defined: As used in this procedure, the term "working days" shall mean regular work days Monday through Friday between 8:00 a.m. and 5:00 p.m., except holidays on which the City Administrative Offices are closed to the public. For employees working a 9/80 work schedule, the term "working days" shall mean regular work days Monday through Friday between 7:30 a.m. and 5:00 p.m., except holidays and the Fridays which is the regularly scheduled day off of the employee.

   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.

XII. REEMPLOYMENT LIST

The Reemployment List shall be made an addendum to any existing regular eligible list for each job classification of employees who are laid-off or demoted in lieu of lay-off. A classified employee shall be eligible for re-employment for a period of twelve (12) months from the date of lay-off or demotion in lieu of lay-off. This section applies to Classified Unrepresented employees only.

XIII. SAVINGS PROVISION

If any provision(s) of this Compensation Plan 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.

XIV. BINDING ON SUCCESSORS

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

XV. TERM OF THE COMPENSATION PLAN

A. The provisions of the Compensation Plan shall commence on ratification by the City Council, and continue until amended or replaced by the City.

B. In developing amendments or revisions to this Compensation Plan for presentation to the City Council, the City Manager shall attempt to maximize the participation and input of all designated Unrepresented Group employees. Such participation should include direct meetings with all designated Unrepresented Group employees.

APPENDIX

1. EMPLOYEE DEFINITIONS

Seasonal Employee:
An employee who performs work during part of a calendar year that is seasonal in nature. The employee will work less than one thousand (1,000) hours or less than nine months in a fiscal year, which ever occurs first and employment will be terminated at the end of each season.

Seasonal Aquatic Worker:
An employee not classified as a seasonal employee, as defined above, who performs work in an aquatic environment not to exceed one thousand (1,000) hours in a fiscal year and employment will be terminated at the end of each season.

Temporary Employee:
An employee who performs work in order to cover unusual or peak workload situations, intermittent assignments, emergencies or to cover employee absences. Under no circumstances will any temporary employee be allowed to work more than one thousand (1,000) hours in a fiscal year. Once an employee has worked one thousand (1,000) hours within a fiscal year, the employee will be terminated and not allowed to work for the city in a temporary or seasonal category for a sixty (60) calendar day period.

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

Part-time Employee, Aquatic Technician:
An employee in a permanent budgeted position who performs work as an Aquatic Technician not to exceed one thousand seven hundred sixteen (1,716) hours per fiscal year.

Police Cadet:
An employee who performs work in this temporary position is authorized to exceed one thousand (1,000) hours in a fiscal year.

Library Employee:
An employee who performs work in the Library not to exceed one thousand (1,000) hours in a fiscal year.

Recreational Employee:
An employee who performs work in a recreational environment not to exceed one thousand (1,000) hours in a fiscal year.

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

2. BENEFITS FOR PART-TIME EMPLOYEES

The following is a listing of benefits for part time benefited employees. This comprises a conclusive list of benefits.

Vacation:

Part time benefited employees will accrue vacation at the same accrual rate as permanent employees with a cap of **three** hundred (**300**) hours.

Part time employees will only accrue vacation for hours worked on their normal assigned work schedule.

Holiday:

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

Compensatory Time Off (CTO):

Part time employee may utilize Compensatory Time Off the same as permanent employees with a cap of eighty (80) hours.

Medical/Dental/Vision Insurance:

The City shall contribute a sum not to exceed $310 per month toward City group insurance benefits for the employee and eligible family members. Under no circumstances shall the City be required to pay any of the unused City contribution to the employee in cash.

Retirement:

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

Deferred Compensation:

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

Flexible Spending Accounts:

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

Short Term Disability:

The City shall provide part time employees short-term disability insurance in the same manner as permanent employees as outlined in the Compensation Plan.

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.

3. PART TIME BENEFITED EMPLOYEES APPOINTMENT PROCESS

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

4. PROBATIONARY PERIOD FOR PART TIME BENEFITED EMPLOYEES

All part time benefited employees will serve one thousand (1,000) hours as a probationary period.

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

The probationary period shall date from the first day of service after appointment to a part time benefited position from the eligible list and shall continue through the end of the pay period which includes one thousand (1,000) hours of actual service.

Additional step increases will be based on satisfactory performance and following one (1) year of service after completion of the probationary period.