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DATE: February 4, 2026

TO: Honorable Mayor and Councilmembers

FROM: Thomas Schmiderer, City Clerk's Office

SUBJECT: ITEM #6 - UPDATE TO THE COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES

Page 22 of the MOU has been updated to reflect \$1.73 hourly pay for all employees that qualify for bilingual pay. The version in the agenda packet had \$1 prorated for hourly extra help, which has been removed.

CITY OF OCEANSIDE

COMPENSATION PLAN

FOR

UNREPRESENTED EMPLOYEES



July 1, 2024January 1, 2026

COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES

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SUMMARY OF KEY CHANGES

- 1. Updated Bilingual Pay program to include 60 hourly extra help positions.**
- 2. Added Information Technologies stipend.**

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
Assistant Police Chief
City Attorney
City Clerk (Elected)
City Manager
City Treasurer (Elected)
Deputy City Manager
Development Services Director
Development Services Deputy Director
Financial Services Director
Fire Chief
Housing & Neighborhood Services Director
Human Resources Director
Library Director
Police Chief

Public Works Director
Water Utilities Director

Middle Management

Accounting Manager
Active Transportation Coordinator
Asset Management Administrator
Assistant Building Official
Assistant City Clerk
Assistant Library Director
Assistant Treasurer
Budget Manager
*Chief Building Official
Chief Information Officer
City Development Engineer
*City Engineer
*City Planner
City Traffic Engineer
Code Enforcement Manager
Compliance Officer
Crime Analysis & Intelligence Manager
*Deputy City Attorney I
*Deputy City Attorney II
Economic Development Manager
Environmental Officer
Financial Services Division Manager
Fleet Manager
Forensic & Evidence Manager
*Harbor Division Manager
Homeless Services Manager
Housing Administrator
Housing Program Manager
*Human Resources Division Manager
*Information Technology Division Manager
Library Division Manager
Medical Services Officer
*Parks and Recreation Division Manager
Police Media Relations Manager
Police Services Administrator
Police Records Manager
Principal Engineer
Principal Management Analyst
Principal Human Resources Analyst
Principal Water Engineer
*Public Information Officer

Public Safety Communications Manager
Public Works Division Manager
Real Estate Manager
Recreation Programs Administrator
Risk Manager
Senior Human Resources Analyst
*Senior Management Analyst
Senior Management Analyst
Sustainability Program Administrator
*Treasury Manager
Water Utilities Division Manager

Supervisory/Administrative

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
CIP Manager I
CIP Manager II
CIP Manager III
Coastal Zone Administrator
Community Outreach Coordinator
*Council Aide
Crime Analyst
Education and Conservation Coordinator
Emergency Management Coordinator
Fire Plans Examiner
Forensics Supervisor
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
Information Technologies Procurement Analyst
Information Technologies Security Officer
*Investment Officer
Latent Print Examiner
*Legal Secretary

Library Technology Analyst
Literacy Coordinator
*Management Analyst
Management Analyst
Payroll Supervisor
Police Training Coordinator
Program Specialist
Property Agent I & II
Safety Officer
*Secretary to the City Attorney
*Secretary to the City Manager
Senior Accountant
Senior Crime and Intelligence Analyst
Senior Deputy City Attorney
Senior Information Technologies Analyst
Senior Legal Secretary
Senior Property Agent
Supervising Property Agent
Water/Wastewater Project Manager

Confidential

Development Specialist
Economic Development Specialist
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
*Senior Paralegal
Payroll Technician I
Payroll Technician II
Senior Office Specialist
*Senior Office Specialist
Senior Payroll Technician
*Treasury Technician

Technical

Aquatics Technician
Firefighter Paramedic Recruit (56 Hour)

Office Specialist I/II
Police Officer Recruit

*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. Certain Executive classifications have been assigned salary bands. Advancement within the bands shall be based on performance and shall be at the sole discretion of the City Manager.
 - a. **Effective the first full pay period in July 2024, the salary bands and base salaries for all applicable Executive classifications shall be increased by 3.5%.**
 - b. **Effective the first full pay period in July 2025, the salary bands and base salaries for all applicable Executive classifications shall be increased by 3.5%.**
2. 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.
 - a. **Effective the first full pay period in July 2024, the salary bands and base salaries for all applicable Management classifications shall be increased by 3.5%.**
 - b. **Effective the first full pay period in July 2025, the salary bands and base salaries for all applicable Management classifications shall be increased by 3.5%.**

3. The salary of the City Manager and City Attorney shall be determined at the discretion of the City Council.
 - a. **Effective the first full pay period in July 2024, the base salary for both the City Manager and the City Attorney shall be increased by 3.5%.**
 - b. **Effective the first full pay period in July 2025, the base salary for both the City Manager and City Attorney shall be increased by 3.5%.**
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 may be granted to an employee after satisfactory completion of twelve (12) 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.
- g. New "G" Step: Effective with the first full pay period starting in July 2017, a new salary step "G" will be established and shall be 5% higher than Step "F". The "G" or seventh step salary level may be granted to an employee who has proven to be fully satisfactory in a given classification for eighteen (18) additional months of service from the granting of the previous salary step increase, only if granted by the City.

The current salary schedules for all remaining unrepresented classifications listed in the Compensation Plan, including all extra-help classifications listed in the City's Salary Schedule shall be modified as follows:

- a) Effective the first full pay period in July 2024, a 3.5% increase to each step of the salary schedules of all unrepresented classifications under the Compensation Plan.**
- b) Effective the first full pay period in July 2025, a 3.5% increase to each step of the salary schedules of all unrepresented classifications under the Compensation Plan.**

6. Special Salary Adjustments (SSA) will be effective the first full pay period in July 2024, and the first full pay period in January 2025, for the following classification as follows:

<u>Authorized Position Name</u>	<u>Year 1</u>	<u>Year 2</u>
Assistant Police Chief	1.75%	3.50%

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. THE PROBATIONARY PERIOD

1. DEFINED. The probationary period is a working evaluation period following an employee's appointment to the City service, or appointment to a new job classification, except by virtue of a reclassification, within the City service. Such a period may be extended by the City as a result of an employee's poor performance evaluation. Effective the first full pay period following the adoption of this Compensation Plan by the City Council, the length of the probationary period for employees hired into classifications designated as "Classified," shall be for twelve (12) calendar months unless otherwise specified by the City. This change is prospective and will not affect those employees hired or promoted into a "Classified" position represented by this Compensation Plan prior to the Council's adoption of this MOU.
2. Any appointment to, or within, the City service, except by virtue of a reclassification, shall not be deemed to be permanent until the successful passage of an employee's probationary period. Such probationary period shall be considered as part of the employee's examination process during which the City may reject any probationary employee whose performance or qualifications do not fully meet the required standards of employment.
3. Any appointment to the City service shall be tentative and subject to the probationary period during which any newly appointed employee may be discharged by the City without right of appeal, if during such probationary period the City deems the employee unfit or unsatisfactory for permanent appointment.
4. Any appointment within the City service shall be tentative and subject to the probationary period during which any newly appointed employee may be rejected by the City without right of appeal, if during such probationary period the City deems the employee unfit or unsatisfactory for permanent appointment.

D. 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 nine hundred sixty (960) hours in a fiscal year, 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 960 hour limitation will not apply to employees in an Acting Appointment who are filling in for an employee who is on a temporary leave of absence. Such Acting Appointments will be limited to a period of time not to exceed one hundred eighty (180) days, **unless otherwise extended by approval of the City Manager**. 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.

E. RECLASSIFICATION

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

1. RECLASSIFICATION DEFINED: A reclassification is a change in job description and/or job title of a position within the City service to accommodate materially changed job duties not anticipated in the original classification which are assigned or directed to be performed by the City, but not to include duties voluntarily assumed by an employee. Salary range level increase or decrease may, at the City's discretion, accompany a reclassification. Position reclassification is neither promotional nor demotional.
4. RECLASSIFICATION PROCESS: Pursuant to the provisions of the Personnel Rules and Regulations (PR&R), reclassification claims for an employee may be submitted by the employee or department management to the City's Human Resources Department as dictated by the PR&R. Any reclassification changes that are recommended by the Human Resources Department shall be submitted for consideration during budget deliberations. Those reclassifications that are approved by the City Council shall take effect in the first pay period in July.

In addition to the reclassification process as outlined above, the City Manager, at his/her sole discretion, may direct the Human Resources Department to initiate a classification study related to any classification listed under the Compensation Plan for Unrepresented Employees.

F. 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".

G. Y-RATING

Defined: "Y-Rating" shall mean that the salary range or salary steps for the affected classification shall remain the same until the classification's salary range or salary steps are specifically changed by action of the City Council to remove the "Y-Rate".

The City may, at its discretion, "Y-Rate" any classification or employee in the City service. Such action shall not take effect until there has been fifteen (15) calendar days' advance notice. Upon request, the City shall meet with affected employee(s) concerning the impact of the City's decision to apply a "Y-Rate".

H. 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.

I. 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.

J. 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. Unless otherwise noted below, FLSA-exempt employees shall not receive overtime or compensatory time off.

Effective January 1, 2021, an authorized classification(s) employed in the Oceanside Fire Department (OFD) and covered by this Compensation Plan shall be paid for all hours worked in excess of the normal regularly scheduled hours when assigned to a mutual aid (not automatic aid) incident, subject to the prior authorization of the Fire Chief. Mutual aid overtime shall be calculated on an hours worked basis at a rate of 1.5 times the normal hourly rate.

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.

K. 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. Effective the first full pay period in January 2018, in addition to paying their full employee contribution (8%), all Miscellaneous Association members hired before December 11, 2011 and considered as "Classic" members by CalPERS shall contribute an additional 1% in cost sharing pursuant to Government Code Section 20516;

- b. Effective the first full pay period in January 2018, in addition to paying their full employee contribution (7%), all Miscellaneous Association members hired on or after December 11, 2011 and considered as 2nd Tier “Classic” members by CalPERS shall contribute an additional 1% in cost sharing pursuant to Government Code Section 20516;
- c. In accordance with State law, Miscellaneous Employees considered as “New” members by CalPERS, hired on or after January 1, 2013, contribute 50% of normal cost;
- d. Effective the first full pay period in January 2018, in addition to paying their full employee contribution (9%), all Safety Employees hired before December 31, 2012 and considered as “Classic” members by CalPERS shall contribute an additional 1% in cost sharing pursuant to Government Code Section 20516; and
- e. In accordance with State law, Safety Employees considered as “New” members by CalPERS, hired on or after January 1, 2013, contribute 50% of normal cost.

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. Effective the first full pay period in July 2011, the City eliminated the reporting of the Employer Paid Member Contribution (EPMC) to CalPERS as special compensation for all Unrepresented employees.
- 6. 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.
- 7. 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.

L. 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.
5. **Effective October 2024, the City's total contribution towards health insurance (i.e., applied towards medical, dental and vision only) shall be:**

Cap (Based on Medical Selection)	Employee Only	Employee +1	Employee + Family
Kaiser Plans	783.96	1,361.07	1,734.85
Blue Shield Plans	903.76	1,570.66	2,002.07

Effective January 2026, the City's total contribution towards health insurance (i.e., applied towards medical, dental and vision only) shall be:

Cap (Based on Medical Selection)	Employee Only	Employee +1	Employee + Family
Kaiser Plans	875.00	1,500.00	1,925.00
Blue Shield Plans	1,000.00	1,725.00	2,200.00

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.

M. EXECUTIVE LIFE INSURANCE

The City shall continue to provide all Executive Management Group and Mid-Management Group employees with additional Basic Life and Basic AD&D benefit 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.

N. 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.

O. 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.

P. PHYSICAL EXAMINATIONS

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

Q. EMERGENCY RECALL PAY

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.

R. 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.

S. 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.

T. 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.

U. 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 of \$475 payable the first payday in August. Such option shall be at the City Manager's discretion.

3. The Police Chief, Assistant 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.

V. 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 vehicle allowance as reflected in the Executive Salary Schedule.

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.

W. 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.

Effective the first full pay period in July 2024, the City will increase the employer contribution from \$38.46 to \$46.15 per pay period to a full-time regular employee's 457 Deferred Compensation (pre-tax) account. In order

to receive the City's contribution, an employee must be on a paid status and actively enrolled in the City's 457 pre-tax Deferred Compensation plan. Retroactive contributions will not be provided by the City to employees who fail to properly enroll in the 457 pre-tax Deferred Compensation plan prior to said increase. Additionally, it will be the employee's responsibility to adjust their individual contribution amounts to ensure they receive the full benefit of the employer contribution while remaining at or below the annual maximum contribution limits as established annually by the Internal Revenue Service (IRS).

In the event an employee is on an unpaid status, City contributions will cease. Upon return to a paid status, the City's contribution will recommence on a prospective basis.

X. 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 (360 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.

Y. BILINGUAL PAY

Designation of bilingual positions is at the sole prerogative of the Department and is based on operational and staffing needs of the Department. The City shall determine the number of bilingual positions and which languages are needed to perform the service.

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. General eligibility requirements are as follows:~~

1. Department has determined that a second language is critical to the day to day operations of the unit to which the position is assigned. ‘
2. Employee must be assigned by the Department Director to speak or translate a language in addition to English.
3. Employees must regularly and frequently speak and/or translate a second

language, i.e. once daily. However, regular and frequent assignments on a weekly basis may be considered as qualifying if approved by the Department Director.

4. Where several employees are capable of speaking or translating a foreign language, directors will select only the number of employees for bilingual pay assignments that are considered essential in furthering the services of the Department.

Bilingual certification examinations may include common second languages spoken within the local community, including 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.

A City-wide published roster of bilingual employees and their certified language shall be maintained by Human Resources and regularly distributed amongst staff. Employees receiving bilingual pay shall make themselves available upon request for translation of their certified language.

Z. 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).

AA. 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 licensure pay of \$1.74 per hour. Employees with multiple licenses shall receive a maximum of \$1.74 per hour.

BB. 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.

CC. REASONABLE SUSPICION DRUG SCREENING

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

DD. 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.

EE. PARAMEDIC LICENSE PAY

Effective the first full pay period in July 2019, the City shall provide certification pay, at a rate of \$300 per month, to the classification of Medical Services Officer for possessing and maintaining a State of California/County of San Diego Paramedic License.

FF. QUALIFICATIONS OF INFORMATION TECHNOLOGY DUTY PROGRAM

Qualifications of Duty Program Personnel:

1. Information Technology employees assigned to the after hours duty call schedule must hold the classification of Information Systems Specialist I or II, Information Systems Analyst I – IV, or Senior Information Technologies Analyst.

Training and schedule assignment for the duty program shall be the responsibility of the Division Manager or designee. Duty personnel shall be properly trained prior to being assigned to duty service.

Term of Duty:

The term of duty shall be for a period of time not to exceed seven (7) consecutive days, unless otherwise approved by the duty manager. The new duty person shall begin their assignment at 4:00 p.m., or earlier as necessary to commence with the end of the shift of the prior duty holder.

The duty period shall begin at the end of the regular assigned work shift of the new duty holder and shall continue uninterrupted through the week and shall end at 6:30 a.m. the following Tuesday.

Overtime compensation shall not occur during the regular assigned working hours of the duty person. The duty person shall not work any overtime shifts or special events during the duty period.

During assigned duty, employees will not be allowed to take vacation or sick leave. Their duty assignment will be reassigned by the duty manager. Every effort will be made to facilitate a “trade” of duty assignment with another employee, however it is not guaranteed.

Compensation:

The duty employee shall receive the following compensation for the assigned duty period:

- a. Two (2) hours of straight time pay per day Monday through Friday.
- b. Four (4) hours of straight time pay per day Saturday and Sunday.
- c. Four (4) hours of straight time pay per day on a holiday that city hall is closed.
- d. Special notation: If a holiday falls on a weekend, the duty person will still receive 4 hours compensation.
- e. When called out, the employee shall receive compensation for the call out at a rate of 1½ times the employee's straight time pay rate per each call out, except at no time shall the employee be compensated at a rate greater than 1½ times straight time pay for a period greater than the time from 4:00 p.m. to 6:30 a.m. the following day.
- f. The duty person shall be compensated 2 hours per call out, however the duty person shall not receive further call compensation until the expiration of a two-hour period has passed i.e., if two calls are received within one two-hour period, only two hours of compensation shall be received, unless the second call exceeds the two-hour limit.
- g. Call outs shall be initiated through emergency channels and not self-initiated. If a duty employee becomes aware of something which might be considered a call out, they should contact police dispatch or their division manager for authorization for the overtime.

Eligible List:

A list of eligible, assigned employees shall be maintained by the Division Manager or designee. The Division Manager shall submit weekly, the assigned duty person's name and telephone number to Customer Care for call out purposes. This notification shall occur every Friday prior to the following Tuesday change of duty personnel. Each employee on the list shall be notified at least four (4) weeks in advance of his/her scheduled duty. The Division Manager or designee shall manage all problems regarding the list for their respective departments. Every attempt shall be made to schedule every employee on an equitable basis.

Rules and Regulations:

The City of Oceanside Personnel Rules and Regulations and all other administrative policies shall apply while an employee is on standby duty. Employees are expected to be available and able to respond within a reasonable period of time (e.g., 30-45 minutes from time of notification) when dispatched for duty assignments. Failure to respond when dispatched while on standby duty or self dispatching without notification or prior approval may result in discipline.

GG. 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.

HH. 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.

II. CALIFORNIA CERTIFIED ACCESS SPECIALIST (CASp) CERTIFICATION

Effective the April 21, 2020, the classification of Chief Building Official shall be eligible to receive certification pay in the amount of \$300 per month for the possession and maintenance of a valid CASp certification.

JJ. ADVANCED WATER TREATMENT OPERATOR CERTIFICATION (AWTO)

At the discretion of the Water Utilities Director, effective the first full pay period in July 2022, the classification of Water Utilities Division Manager shall be eligible to receive certification pay in the amount of \$1.73 per hour for possessing and maintaining the Advanced Water Treatment Operator Certification (AWTO). Eligible AWTO certifications are AWT3, AWT4 and AWT5. The maximum monthly certification pay shall not exceed \$1.73 per hour, regardless of the number of certifications the incumbent possesses. This certification pay shall be limited to only one designated Water Utilities Division Manager. The certified Water Utilities Division Manager, as designated by the Water Utilities Director, shall begin to receive the certification pay the first full pay period following proof to the Human Resources Department that the employee meets the eligibility requirements.

KK. P.O.S.T. MANAGEMENT CERTIFICATE

The classification of Assistant Police Chief shall receive a cash allowance equal to 8.5% of their base pay rate for possessing and maintaining a valid P.O.S.T. Management Certificate.

LL RETIREE MEDICAL TRUST FUND

The City acknowledges that the Oceanside Firefighters' Association (OFA), Oceanside Fire Management Association (OFMA), and Oceanside Marine Safety Employees' Association (OMSEA) have entered into an agreement with the Medical Expense Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust (hereafter, the "Trust"). The purpose of the Trust shall be to provide for retiree health expense reimbursement benefits. The Trust shall be, and remain separate and apart from any City health insurance funding program, unless changed by mutual agreement of the parties to this agreement.

- 1. DEFINED CLASS OF EMPLOYEES RECEIVING CONTRIBUTIONS.** The Defined Class of employees receiving contributions to the Trust, as set forth below, consists of all employees promoted out of a participating bargaining unit, OFA, OFMA or OMSEA, authorizes contributions for the current Fire Chief, and all subsequent future Fire Chiefs, who promote out of the Associations or another participating bargaining unit to a non-represented position with the City.
- 2. EMPLOYEE CONTRIBUTION AMOUNT.** Effective the first full pay period in July 2024, the City and the Fire Chief agree that the City shall withhold a mandatory contribution of \$25 per pay period on a pre-tax basis and shall transmit such contributions to the Trust pursuant to the requirements in Section 5 below. The Fire Chief shall not be permitted to opt-out of the mandatory contributions or receive any portion of the Employee contribution in cash.
- 3. EMPLOYER CONTRIBUTION AMOUNT.** Effective the first full pay period in July 2024, the City shall make a mandatory contribution of \$75 per pay period on a pre-tax basis for the Fire Chief. The Fire Chief shall not be permitted to opt-out of the mandatory contributions or receive any portion of the City's contribution in cash.
- 4. VACATION AND SICK LEAVE TRANSFERS.** The City and the Fire Chief agree that the City will make the following mandatory transfers, on a pre-tax basis, to the Trust on behalf of the Fire Chief:
 - a. Mandatory Accrued Vacation Leave Contribution (at Separation).** The City shall, upon the employee's separation from the City, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 100% of the that would otherwise be paid to the employee for unused Vacation leave under this Compensation Plan. The employee shall not have the option to receive a cash payout for the value of the accrued vacation leave

contributed to the Trust in lieu of making contributions to the Trust.

- b. **Mandatory Accrued Sick Leave Contribution (Annually).** Each calendar year employees may elect to receive payment to the Employee's Trust account in lieu of accrued sick leave provided such employee has used thirty-two (32) hours or less during the period. An eligible employee shall notify the City of the desire to receive such payment prior to the last working day in November of any calendar year. An employee electing such payment shall contribute, at the regular rate of pay, pay for 25% of the number of hours of sick leave accrued less those hours used for the calendar period. The employee's accrued sick leave shall be reduced by the number of sick leave hours for which pay is contributed. The employee shall not have the option to receive a cash payout for the value of said accrued annual sick leave payment contributed to the Trust in lieu of making the contribution to the Trust.
- c. **Mandatory Accrued Sick Leave Contribution (at Separation).**

For unit employees hired on or prior to July 1, 2002

- (1) The City shall, upon the employee's separation from the City by service retirement and following five (5) continuous years of City service, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 50% of the employee's accrued Sick Leave at the employee's regular rate of pay at the time of separation. The employee may elect to apply any portion of the accrued Sick Leave accrual to PERS Service Credit and/or a qualifying 457 deferred compensation plan up to allowable IRS limits. The employee shall not have the option to receive a cash payout for the value of the accrued Sick Leave in lieu of making contributions to the Trust, PERS Service Credit, or 457 plan.
- (2) The City shall, upon the employee's separation from the City, for any reason other than disciplinary discharge and following ten (10) continuous years of City service, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 50% of the employee's accrued Sick Leave at the employee's regular rate of pay at the time of separation. The employee shall not have the option to receive a cash payout for the value of the accrued leave contributed to the Trust in lieu of making contributions to the Trust.

For unit employees hired after July 1, 2002

- (1) The City shall, upon the employee's separation from the City by service retirement and following five (5) continuous years of City service, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 50% of the employee's accrued Sick Leave, up to a maximum payoff level of 800 hours at the employee's regular rate of pay at the time of separation. The employee may elect to apply any portion of the accrued Sick Leave accrual to PERS Service Credit and/or a qualifying 457 deferred compensation plan up to allowable IRS limits. The employee shall not have the option to receive a cash payout for the value of the accrued Sick Leave in lieu of making contributions to the Trust, PERS Service Credit, or 457 plan.
- (2) The City shall, upon the employee's separation from the City, for any reason other than disciplinary discharge and following ten (10) continuous years of City service, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 50% of the employee's accrued Sick Leave, up to a maximum payoff level of 800 hours at the employee's regular rate of pay at the time of separation. The employee shall not have the option to receive a cash payout for the value of the accrued leave contributed to the Trust in lieu of making contributions to the Trust.

5. **REMITTANCE OF CONTRIBUTIONS.** The City shall remit the above contributions and/or accrued leave payments directly to the Trust. Those contributions shall be remitted [*monthly or per pay period*], in one aggregate [*ACH transfer or wire*] directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee.

The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth herein.

6. **REPORTING TO TRUST OFFICE.** The City shall electronically submit to the Trust Office a monthly [*or per pay period*] report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The City shall also provide an initial report of information, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the City has notice of changes to the information.

7. **MODIFICATION OF EMPLOYEE CONTRIBUTION AND LEAVE AMOUNTS.** The City and the Fire Chief agree that the Fire Chief has the right to prospectively modify the amount of the mandatory employee monthly contribution (Section 2), or the percent of the mandatory employee leave contribution (Section 4) during the course of this Agreement.

The City and the Fire Chief acknowledge that IRS rules prohibit employees in the Defined Class from making a greater recurring monthly contribution amount (employee + employer) than the contribution amount set forth in Article 6.03 of the MOU between the City of Oceanside and the Oceanside Firefighters Association. The City's obligation to provide pre-tax deposits would remain subject to Internal Revenue Service rules as they may be revised in the future.

MM. -SPECIAL ASSIGNMENT PAY

Employees in the Information Technologies Department who are required to work at City Council meetings or work at various City Commissions providing information technologies services in support of the meeting after regular working hours are entitled to a flat rate special assignment pay of \$100 per meeting worked. The following positions shall be eligible for such special assignment pay:

- Systems Analyst I – V
- Application Analyst I - V

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.

II. 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, sister or grandchildren; 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 (1/2 of accrued annual leave per state law) in any twelve (12) month period.
- k. In the case of a safety employee for whom an application for disability retirement has been filed and the City has made a final determination of the employee's eligibility for disability retirement prior to the expiration of the employee's Labor Code 4850 time, such employee shall not be authorized to utilize sick leave after termination of such 4850 time for absences caused by the disability for which the retirement application was filed.

1. 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 full time 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. All part time employees shall accrue sick leave in accordance with AB1522. Refer to the Appendix for more information.
- c. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
- d. 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.
- e. 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.
- f. 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 and/or may apply the remaining unpaid sick leave balance, 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 and/or may apply the remaining unpaid sick leave balance, 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 and/or may apply the remaining unpaid sick leave balance, 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.

6. Reimbursement for Accrued Sick Leave – Part time employees.

Sick leave earned by part time employees shall have no cash value at time of separation for any reason pursuant to AB1522.

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 or registered domestic partner; children; the employee's or spouse's or registered domestic partner's grandparents, mother, father, brothers, sisters or grandchildren; 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. HOLIDAYS

1. Employees shall receive the following paid holidays on a straight-time basis:
 - a. January 1st, "New Year's Day";
 - b. The third Monday in January, "Martin Luther King 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. Paid holidays are equivalent to eight (8) hours of paid leave.

Holidays which fall on a day where the employee's normal schedule is greater than eight (8) hours shall require all employees to use additional paid leave

time to cover the full scheduled shift.

3. 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.
4. An additional eight hours of Executive Leave shall be granted in the event that the Police Chief works on a paid holiday, up to a maximum of 24 hours per year.
5. 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.
6. 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.

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.

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

7. Assistant Police Chief

- a. The Assistant Police Chief will be credited with 58 hours of holiday credit on January 1st and July 1st of each year in lieu of designated holidays for a total of 116 holiday hours annually.
- b. All such holiday credit between January 1 and June 30 shall be utilized by June 30 or the Assistant Police Chief shall be paid for such hours at the employee's current hourly rate of pay. All such holiday credit between July 1 and December 31 shall be utilized by December 31 or the employee shall be paid for such hours at the employee's current hourly rate of pay.
- c. The Assistant Police Chief may be authorized to utilize Executive Leave or other accrued leave (excluding sick leave) on designated City holidays.

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

Effective the first full pay period in July 2022, the vacation accrual rates shall be as follows:

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.
2. During an employee's 6th consecutive year of employment through the completion of ten (10) full calendar years of continuous service, the employee shall accrue 6.15 hours of vacation leave for each 80 hours spent in a pay status.
3. During an employee's eleventh (11th) consecutive year of employment through the completion of fifteen (15) full calendar years of continuous service, the employee shall accrue 6.65 hours of vacation leave for each 80 hours spent in a pay status.
4. Beginning with an employee's 16th consecutive year of employment, and extending through the remaining years of employment, the employee shall accrue 8.19 hours of vacation leave for each 80 hours spent in a pay status.

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

Effective the beginning of the first full pay period in July 2022, the vacation accrual rates shall be as follows:

1. During an employee's first five (5) full consecutive years of employment, the employee shall accrue 3.58 hours of vacation leave for each 80 hours spent in a pay status.

2. During an employee's 6th consecutive year of employment through the completion of ten (10) full calendar years of continuous service, the employee shall accrue 5.12 hours of vacation leave for each 80 hours spent in a pay status.
3. During an employee's 11th consecutive year of employment through the completion of fifteen (15) full calendar years of continuous service, the employee shall accrue 6.65 hours of vacation leave for each 80 hours spent in a pay status.
4. Beginning with an employee's sixteenth 16th consecutive year of employment, and extending through the remaining years of employment, the employee shall accrue 8.19 hours of vacation leave for each 80 hours spent in a pay status.

- d. The City Manager, at his/her sole discretion, may grant any new unrepresented employee a higher vacation accrual rate than the minimum upon hire. An employee granted placement in a specific accrual tier, (e.g., 11-15 years), by the City Manager shall be treated as if they have accumulated the minimum service years required for that tier (e.g., 11 years), which shall then be considered when calculated the employee's eligibility to move to the next highest tier.
- 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.

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 City's Administrative Directive (AD-70), in conformance with the Uniformed Services Employment and Reemployment Act (USERRA) and 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, with the exception of a reprimand, of any permanent employee in the Classified Service, the following procedure shall be utilized.

1. The employee shall be given written notice of the proposed disciplinary action including a statement of the reason therefore.
2. The notice of proposed disciplinary action must include a copy of the charges of misconduct and, whenever practical, a copy of the material or documents upon which the charges are based, a statement of the rules, regulations or

policies violated, and an explanation of the employee's right to respond. If it is impractical to provide the employee with a copy of such materials or documents, the employee and/or his/her representative shall be allowed reasonable time to review such materials or documents and the notice of proposed disciplinary action shall set forth the procedure for such a review.

Notice of discipline should be handed to the employee, whenever feasible, before the employee has left the work premises. In any event, proof of delivery and the date of delivery is mandatory so there will be no doubt as to the beginning of any appeal period. If the notice cannot be given to the employee before leaving the work premises, 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 pre-disciplinary 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

Hourly Extra Help Employee:

An at-will employee holding a temporary or unbudgeted position who is intended to be employed for a short term not to exceed 1,000 hours per fiscal year. Hourly Extra Help Employees are not entitled to any rights of continued employment or benefits (other than paid sick leave as provided by AB1522).

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.

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.

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.

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.

Sick Leave

In accordance with AB 1522, the Healthy Workplaces/Healthy Families Act of 2014, as amended by SB 616, part-time benefited employees will accrue sick leave at the rate of one (1) hour per every thirty (30) hours worked, beginning on the first day of employment or July 1, 2015, whichever is later, with an accrual cap of forty (40) hours per fiscal year. Accrued sick leave may be used on the 90th day of employment, and a maximum of forty (40) hours may be used each fiscal year. Accrued sick leave can carry over to subsequent years with an accrual cap of eighty (80) hours. Use of sick leave shall be in accordance with Section VII (C) (1 and 2) of this MOU. All provisions of AB 1522, as amended by SB 616, shall apply. There is no cash value to accrued sick leave upon separation from City employment for any reason.

Medical/Dental/Vision Insurance:

The City shall contribute toward the medical insurance offered by the City for the Part time employee and eligible family members in an amount in compliance with the Affordable Care Act (ACA) which requires that insurance for the least expensive medical plan be offered to employees and that they are not required to pay more than the Federal Poverty Level for medical insurance. The Federal Poverty Level is adjusted annually by the U. S. Department of Health and Human Services. The City shall adjust the contribution rate for part time

employees annually. The Federal Poverty Level for calendar year 2015 is \$127.50. The City shall contribute an amount not to exceed \$362.25 per month toward medical insurance. 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.

Effective the first pay day in July 2019, the City will begin contributing \$38.46 per pay period (\$1,000 annual maximum) to a benefited part-time employee's 457 Deferred Compensation (pre-tax) account. In order to receive the City's contribution, an employee must be on a paid status and actively enrolled in the City's 457 pre-tax Deferred Compensation plan. Retroactive contributions will not be provided by the City to employees who fail to properly enroll in the 457 pre-tax Deferred Compensation plan prior to July 2019. Additionally, it will be the employee's responsibility to adjust their individual contribution amounts to ensure they receive the full benefit of the employer contribution while remaining at or below the annual maximum contribution limits as established annually by the Internal Revenue Service (IRS).

In the event an employee is on an unpaid status, City contributions will cease. Upon return to a paid status, the City's contribution will recommence on a prospective basis.

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.

5. EMERGENCY MEDICAL TECHNICIAN (EMT) CERTIFICATION PAY

Hourly Extra-Help Beach Lifeguard I and Beach Lifeguard II classifications who possess a current and valid EMT certification, may receive EMT certification pay in an amount equal to 5% of their hourly base rate of pay.