

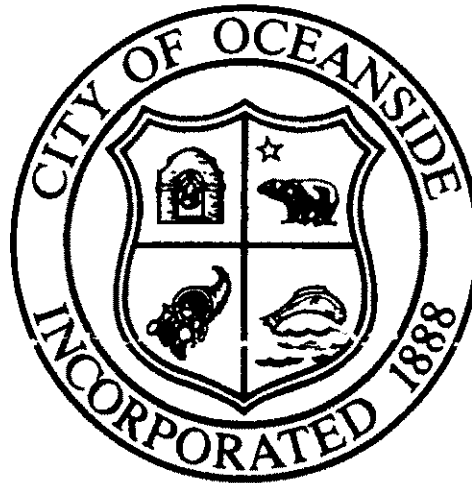
# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF OCEANSIDE**

**and**

**THE OCEANSIDE POLICE OFFICERS'  
ASSOCIATION  
(SAFETY EMPLOYEES)**



**Effective January 1, 2022 to December 31, 2023**

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## SUMMARY OF KEY CHANGES

1. **Revised Section 2.01 (Retirement):**

Effective the first full pay period in July 2022, "Classic" Safety members shall contribute an additional 2.5% in cost sharing pursuant to Government Code Section 20516(f), increasing the cap to 13.5%.

2. **Revised Section 2.03 (Vacation Accruals)** - Effective no earlier than the first full pay period in January 2022, and subject to the final approval of the Police Chief, a one-time adjustment to the vacation accrual rate will be made to an eligible Police Officer/Sergeant currently employed with the City of Oceanside and originally hired by the City as a sworn Police Officer (lateral) prior to December 31, 2021. Eligibility criteria for a potential adjustment shall be based on an employee's original hire date with a CA POST Agency as a full-time sworn Police Officer. Any adjustments shall be made prospectively, and will be reflected as of the first full pay period following receipt of the Chief's approval by the Human Resources Department. Any adjustment shall fall within the existing vacation accrual tiers provided for in this section.

3. **Revised Section 2.11 (FTO Pay)** – Modify FTO hours from 1.7 to 3.4 effective the first full pay period in January 2022.

4. **Revised Section 2.14 (Shift Differential Pay)** – Incorporate language modifications, including a reduction of the number of eligible shifts and change in shift pay for patrol teams to 5% effective the first full pay period in January 2022.

5. **Revised Section 2.19 (Health Insurance):** Effective January 2023, the City's total contribution towards health insurance (i.e., applied towards medical, dental and vision only) shall be:

Cap (Based on Medical Selection)	EE Only	EE+1	EE+ Family
Kaiser Plans	678.68	1150.57	1468.14
Blue Shield Plans	780.48	1323.16	1688.36

6. **Revised Section 2.24 (Longevity/Service Pay)** – Revise this section to reflect the following modifications:

- All employees, who have achieved nine (9) years of continuous years with the Oceanside Police Department in a sworn capacity as of December 1<sup>st</sup> of each year, shall receive a lump sum payment of \$2,000 effective the first paycheck in December of each year.
- All employees, who have achieved twelve (12) years of continuous years with the Oceanside Police Department in a sworn capacity as of December 1<sup>st</sup> of each year, shall receive a lump sum payment of \$3,000 effective the first paycheck in December of each year.

- All employees, who have achieved twenty (20) years of continuous years with the Oceanside Police Department in a sworn capacity as of December 1<sup>st</sup> each year, shall receive a lump sum payment of \$5,000 effective the first paycheck in December of each year.

The lump sum payments listed shall not be cumulative; employees shall only receive the annual amount listed for the eligible tier in which they currently fall within. The annual payment shall be reported to CalPERS bi-weekly for pension purposes.

7. **Revised Section 2.22. (Education Incentive Plan)**

Modify existing flat dollar premiums to a % of base rate.

8. **Revised Section 2.24. (Base Pay Rates)**

A. During the term of this Memorandum of Understanding adjustments to Base Pay shall be effective as follows:

**Police Officer**

5.0% effective with the first full pay period starting in January 2022.

2.0% effective with the first full pay period starting in July 2022.

3.5% effective with the first full pay period starting in January 2023.

**Police Sergeant**

3.5% effective with the first full pay period starting in January 2022

2.0% effective with the first full pay period starting in July 2022

2.5% effective with the first full pay period starting in January 2023

9. **Revised Section 2.25 (Acting Assignment)** – Modify language to reflect that authorized Acting Assignments will be paid for each hour assigned and worked in the acting capacity.

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**CITY OF OCEANSIDE**  
**and the**  
**OCEANSIDE POLICE OFFICERS' ASSOCIATION**

**ARTICLE 1.00. GENERAL**

**Section 1.01. Intent and Purpose**

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

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

**Section 1.02. Continuation**

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

**Section 1.03. Constitutionality**

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

**Section 1.04. Dues Deduction**

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

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

The Association, upon receipt of the dues deducted, shall indemnify, defend and hold the City of Oceanside harmless against any claims made and against any suit instituted against the City of



Oceanside on account of check-off of employee Association dues. In addition, the Association shall refund the City of Oceanside any amounts paid in error upon presentation of supporting evidence.

In accordance with City Charter section 305, political contributions may not be deducted from the wages, earnings or compensation of any employee unless the employee provides a signed written authorization. Such authorization shall be renewed annually.

**Section 1.05. City Rights**

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

**Section 1.06. Duration of Memorandum**

This Memorandum of Understanding shall be effective upon ratification by the City Council, through December 31, 2023, for all sworn personnel represented by the Association.

This Memorandum of Understanding shall continue in full force and in effect unless written notice to terminate or modify it is provided on or before September 1, 2023, or September 1 of any succeeding year.

**Section 1.07. Unit Description**

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

Police Officer

B. The following classifications are represented by the Association and are members of the Oceanside Police Sergeants' Unit.

Police Sergeant

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

**Section 1.08. Access to Work Locations**

**A. GENERAL AND EXECUTIVE BOARD MEETINGS**

1. Association meetings may be held during work hours.
2. Association meetings shall be scheduled in advance at times approved by Department management.
3. The Department management shall not withhold approval of a requested meeting provided the proposed meeting does not interfere with the normal operations of the Department.
4. On-duty officers may attend an Association meeting provided the on duty personnel obtains prior approval from their Division Captain.
5. With prior approval from the Chief of Police, OPOA members may be allowed duty time to organize and administer events and activities that enhance the image of the community and the Police Department.

**B. PROCESSING GRIEVANCES**

1. Association officers or representatives shall be given release time from their normal duties to process employee grievances.
2. Authorization to process a grievance on City time must be obtained in advance from the officer's or representative's immediate supervisor.
3. Processing a grievance includes discussions with the employee regarding the grievance, reviewing grievance materials, interviewing witnesses and attending grievance hearings or interviews.
4. Depending on operational needs of the Department, reasonable preparation time will be allowed in conjunction with the processing of the grievance.

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

1. Association officers or representatives shall be given release time from their normal duties to contact members of the Association concerning work conditions or possible grievances.
2. Authorization to contact members during working hours must be obtained in advance from the officer's or representative's immediate supervisor and also from the member's immediate supervisor.

3. Solicitation of membership, activities concerned with the internal management of the organization, collection of dues, campaigning for office, conducting elections, preparing or distributing literature is not to be performed during on-duty hours.
4. Members may contact Association officers and representatives during working hours regarding work conditions or possible grievances provided the member obtains authorization in advance from the member's immediate supervisor and the Association officer's or representative's immediate supervisor.
5. On-duty casual conversations regarding work conditions of short duration are not subject to the prior authorization requirements of this policy unless the number or frequency of such casual conversations or unplanned meeting negatively affect the Association officer's or representative's ability to satisfactorily perform his or her job assignment for the Department.

#### D. USE OF CITY FACILITIES

##### 1. Use of Mail Boxes

- a. General distribution of Association material to the membership must be done during off-duty hours.
- b. Departmental mailboxes may not be used to distribute inflammatory or disrespectful material.

##### 2. Attachment to Paystubs

Association documents may not be attached to paystubs.

##### 3. Department Materials, Equipment or Staff Time

- a. The Association, its officers or representatives may not use Department staff time to create, type, copy or distribute Association materials to the membership.
- b. Departmental materials may not be used for Association purposes.
- c. City equipment may not be used to create, copy, transport or deliver Association materials or for any other Association purpose.
4. The Association may use City facilities for meetings consistent with the provisions of the Civic Center Act.

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

##### 1. Departmental New Employee Orientation Program

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

2. Welfare Issues

- a. Association representatives shall be given release time from normal duties to deal with members' concerns regarding serious family illness or a death in the family.
- b. If release time of significant duration is needed, the representative shall obtain prior authorization from the representative's immediate supervisor.
- c. If the Association representative is also a designated Department representative, release time will be authorized and not be considered as internal Association Business.

3. Insurance Inquiries

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

## ARTICLE 2.00 BENEFITS

### Section 2.01. Retirement

The City shall continue to provide retirement benefits for all represented employees in accordance with the existing contract with Public Employees Retirement System.

- A. The City has contracted with CalPERS to provide retirement benefits to employees in the Safety Retirement Plan as follows:
  - 1. Employees hired on or before December 31, 2012 - 3% at 50 with the one (1) highest year's salary;
  - 2. In accordance with State law, employees considered as "Classic" members by CalPERS, hired on or after January 1, 2013 - 3% at 50 with the one (1) highest year's salary; and
  - 3. In accordance with State law, employees, considered as "New" members by CalPERS, hired on or after January 1, 2013 - 2.7% at 57 with the three (3) highest years' salary.
  
- B. 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):
  - 1. 1959 Survivor Benefits pursuant to Section 20070.
  - 2. Third Level of 1959 Survivor Benefits pursuant to Section 21573.
  - 3. Post Retirement Survivor's Benefits pursuant to Sections 21624 and 21626.
  - 4. Military Service Credit pursuant to Section 21024.
  - 5. One Year's Final Compensation pursuant to Section 20042 for eligible employees.
  - 6. Service credit for unused sick leave.
  
- C. Employees shall pay 50% of the normal costs towards retirement with a maximum cap as follows:
  - 1. Classic employees hired on or before December 31, 2012, up to 9%. In addition, these "Classic" Safety members shall contribute an additional 2% in cost sharing pursuant to Government Code Section 20516(f), increasing the maximum cap to 11%. **Effective the first full pay period in July 2022, "Classic" Safety members shall contribute an additional 2.5% in cost sharing pursuant to Government Code Section 20516(f), increasing the cap to 13.5%.**
  - 2. In accordance with State Law, employees considered as "Classic" members by CalPERS, hired on or after January 1, 2013 - up to 9%; employees considered

as "Classic" members by CalPERS, hired on or after January 1, 2013 shall contribute an additional 2% in cost sharing pursuant to Government Code Section 20516(f), increasing the maximum cap to 11%. **Effective the first full pay period in July 2022, "Classic" Safety members shall contribute an additional 2.5% in cost sharing pursuant to Government Code Section 20516(f), increasing the cap to 13.5%.**

3. In accordance with State law, employees considered as "New" members by CalPERS, hired on or after January 1, 2013, 50% of normal cost, currently equal to 13.50%.

### **Section 2.02. Holidays**

Employees will be credited with fifty-six (56) hours of holiday credit on January 1<sup>st</sup> and July 1<sup>st</sup> of each year in lieu of designated holidays for a total of one hundred twelve (112) holiday hours annually.

All such holiday credit between January 1 and June 30 shall be utilized by June 30 or the employee shall be paid for such hours at the employee's current hourly rate of pay. All such holiday credit between July 1 and December 31 shall be utilized by December 31 or the employee shall be paid for such hours at the employee's current hourly rate of pay. Payouts will be the second scheduled payday of the month following June 30<sup>th</sup> and December 31<sup>st</sup>.

Employees may utilize accrued leave (excluding sick leave) on designed City holidays.

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

### **Section 2.03. Vacations**

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

- A. Employees serving their original probationary period in the service of the City. However, vacation credit for the time shall be granted to each such employee who later receives a permanent appointment.
- B. Temporary, seasonal, part-time or extra-help employees.
- C. Vacation Accrual Rates

Beginning on the first full pay period following adoption of the 2019-2021 MOU by the Oceanside City Council, the vacation accrual rates shall be modified 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) Beginning with an employee's sixth (6<sup>th</sup>) year of continuous 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) Beginning with an employee's eleventh (11<sup>th</sup>) year of continuous 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 (16<sup>th</sup>) consecutive year of employment, and extending through the remaining years of employment, the employee shall accrue 8.19 hours of vacation for each 80 hours spent in a pay status.

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

The Chief of Police shall retain the sole discretion of determining the amount of vacation leave hours and applicable years of service an individual hired through a "Lateral" Police Officer recruitment may be assigned.

**Effective no earlier than the first full pay period in January 2022, and subject to the final approval of the Police Chief, a one-time adjustment to the vacation accrual rate will be made to an eligible Police Officer/Sergeant currently employed with the City of Oceanside and originally hired by the City as a sworn Police Officer (lateral) prior to December 31, 2021. Eligibility criteria for a potential adjustment shall be based on an employee's original hire date with a CA POST Agency as a full-time sworn Police Officer. Any adjustments shall be made prospectively, and will reflected as of the first full pay period following receipt of the Chief's approval by the Human Resources Department. Any adjustment shall fall within the existing vacation accrual tiers provided for in this section.**

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

- E. The time during a calendar year when an employee may take his/her vacation and the maximum length of that vacation shall be determined by the Police Chief with due regard to the wishes of the employee, and particular regard to the needs of the service. The approval of the length and time of the requested vacation shall not be unreasonably withheld by the Police Chief.
- F. All employees shall schedule vacation time on the basis of seniority within their classification. Employees shall select their vacation time and duration at the beginning of the calendar year. Employees may change their vacation times and duration with concurrence of their supervisor. In the event of a conflict of vacation schedules brought about as a result of an employee's transfer or reassignment, seniority within the Police Department will prevail.
- G. All eligible employees hired before July 1, 1994, may accumulate vacation leave up to a maximum of three hundred and sixty (360) hours. Once that maximum is reached, the employee shall stop accruing vacation credits until the maximum accumulated vacation leave balance is less than 360 hours.  
  
All eligible employees hired on or after July 1, 1994, may accumulate vacation leave up to a maximum of three hundred (300) hours. Once that maximum is reached, the employee shall stop accruing vacation credits until the maximum accumulated vacation leave balance is less than three hundred (300) hours.
- H. In the event of termination of employment, the employee shall receive, in lieu of vacation, a sum of money equal to the number of hours of accrued and unused vacation time officially recorded by the City times the employee's then current hourly rate of pay.

**Section 2.04. Sick Leave**

- A. All eligible full-time employees shall earn sick leave credits at the rate of one (1) hour for every 21.66 hours worked. For the purpose of accruing sick leave credits, hours worked include paid leave time such as vacation or sick leave but does not include any time worked in excess of the normal required work week such as overtime. Sick leave may be accumulated without limit for all employees.  
Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of actual sickness or disability of the employee or in the imposition of quarantine regulations making it impossible for the employee to go to work.
- B. An eligible full-time employees may use up to forty-eight (48) hours (1/2 of accrued annual leave per state law) of accumulated sick leave per fiscal year due to the sickness, injury or death of a member of the employee's family requiring the assistance of that employee. Similarly, a part-time employee may use up to 12 hours (1/2 of accrued annual leave per state law) of accumulated sick leave per fiscal year due to the sickness, injury or death of a member of the employee's family requiring the assistance of that employee. For the purpose of this section, an employee's immediate family shall consist of the employee's spouse, registered domestic partner; children; the employee's, spouse's or registered domestic partner's grandparents, mother, father, brother, sister or grandchildren; other members of the employee's family entirely dependent upon the employee. Eligible members of an employee's "family" need not reside in the employee's home.



- C. Accumulated sick leave may be used by an employee to consult with or be treated by a doctor or dentist providing advance approval has been secured from the employee's Division Captain; such approval shall not unreasonably be withheld.

In order to receive compensation while absent on sick leave, the employee shall notify his immediate supervisor or a dispatch supervisor, section manager, or the Division Captain, depending on his or her work assignment prior to the time set for beginning his/her daily duties; provided, however, in the case of departments where particular work schedules require earlier notification, the respective Division Captain shall establish written rules governing reporting illness to assure adequate protection of the community.

If, in the opinion of a Division Captain, an employee appears to be abusing the privilege of sick leave, the Division Captain may require a doctor's certificate for said illness. Evidence of sick leave abuse may, depending on the circumstances, be established by an identifiable pattern of sick leave usage. The employee shall be notified of such revocation in writing prior to or within seventy two (72) hours of the day the employee notifies the department that he/she will be absent because of illness or disability. Such notice shall be deemed to have been served upon personal delivery of such notice to the employee or upon such notice at the employee's address of record. Such suspension of the use of personal affidavit shall remain in effect for such periods of time as the department head may determine.

## 1. SICK LEAVE ACCRUAL

- a. All full-time employees shall accrue one (1) hour of sick leave for each 21.66 hours spent in a pay status beginning on the first day of service as a City employee. Such accrual shall take place on a pay period basis. Hours spent in a pay status shall include all regular hours worked in the City service and all hours spent in a paid leave status from regular duties, and shall exclude any hours worked as overtime or special time.
- b. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
- c. Employees granted leaves of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by this Agreement.
- d. Sick leave shall not be accrued by 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.
- e. Full-time employees may accrue sick leave on an unlimited basis effective January 1, 2006.

## 2. REIMBURSEMENT FOR ACCRUED SICK LEAVE

- a. Each calendar year, an employee may elect to receive payment in lieu of accrued sick leave provided such employee has used thirty-two (32) hours or less of sick leave during the period. An eligible employee shall notify the City of the desire to receive such payment prior to December 1 of any calendar year. An employee receiving such pay shall receive, at the then-current salary rate, pay for one-fourth (1/4) of the number of hours of sick leave accrued less those hours used for the calendar year period. The employee's accrued sick leave shall be reduced by the number of sick leave hours for which pay is provided.
- b. Upon termination following ten (10) years of continuous employment (**other than by disciplinary discharge**) or upon retirement following five (5) years of continuous employment with the City, the employee may be compensated for fifty (50) percent of the employee's accrued sick leave up to a maximum payoff level of 800 hours **and/or** may apply the **remaining unpaid sick leave balance**, or the entire accumulated sick leave accrual balance to PERS service credit, at the employee's option. Such reimbursement shall be at the employee's salary rate at the time of separation, and shall reduce the employee's total amount of accrued sick leave to zero. Retirement as used herein shall mean retirement pursuant to the City's retirement system known as Public Employees' Retirement System (PERS).

In the case of an employee where 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.

The City agrees to continue discussions regarding the conversion of unpaid sick leave hours into an option of off-setting retirement medical costs at no additional cost to the City.

#### **Section 2.05. Family and Medical Leave Policy**

Effective August 8, 1994, adopt the Family and Medical Leave Policy. Effective March 27, 1998, the use of sick leave may be authorized for all approved Family Medical Leave Act (FMLA) leaves.

#### **Section 2.06. Bereavement Leave**

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

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

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

### **Section 2.07. Mileage Reimbursement**

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

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

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

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

When an employee is authorized to use his/her personally owned vehicle for travel to an approved training course and the duration of the training is to be considered the employee's workday(s), reimbursement shall only be provided for miles in excess of those normally driven by the employee from his/her home to their normal duty location. If the distance of the training course to the employee's home is less than the distance from the employee's home to his/her normal duty station, no reimbursement shall be provided.

### **Section 2.08. Hours and Overtime**

#### **A. HOURS**

1. Except as otherwise provided herein, Unit members shall work a scheduled duty assignment of eight and one-half (8 ½) hours per day, five (5) days per week, which includes a one-half (½) hour duty-free meal period. Notwithstanding the above, the City reserves the right to continue to assign employees to a 4/10 shift schedule. Such employees shall work ten and one-half (10 ½) hours per day, four (4) days per week, which includes a one-half (½) hour duty-free meal period.

Police Sergeants, and Police Officers in the Field Operations Division assigned to work the 3/12 shift schedule at the discretion of the Field Operations Captain shall work three (3) twelve and one-half (12 ½) hour shifts per week with one additional 10 (10) hour shift within a twenty-eight (28)-day period. The twelve and one-half (12 ½) hour shifts includes briefing and lunch period. Any work performed in excess of the twelve and one-half (12 ½) hour shift or the one (1) ten (10) hour shift shall be paid as overtime based on the employee's regular rate of pay. Employees assigned to the 3/12 shift schedule shall receive

an additional four (4) hours of straight time pay when working on a recognized holiday as defined below and only when the holiday falls on the employee's regularly scheduled twelve-hour work day. In the case of a split shift, the 12 hour shift that works the majority of the holiday will receive the four (4) hours of holiday pay. Overtime shifts are excluded from receiving the additional four (4) hours of holiday pay.

2022

New Years Day	January 1, 2022
Martin Luther King	January 17, 2022
Memorial Day	May 30, 2022
Independence Day	July 4, 2022
Labor Day	September 5, 2022
Veteran's Day	November 11, 2022
Thanksgiving Day	November 24, 2022
Day After Thanksgiving	November 25, 2022
Christmas Day	December 25, 2022

2023

New Years Day	January 1, 2023
Martin Luther King	January 16, 2023
Memorial Day	May 29, 2023
Independence Day	July 4, 2023
Labor Day	September 4, 2023
Veteran's Day	November 11, 2023
Thanksgiving Day	November 23, 2023
Day After Thanksgiving	November 24, 2023
Christmas Day	December 25, 2023

There will be a minimum of 7 (seven) hours off between shifts (including court time) to ensure an appropriate rest period for employees assigned to the 3/12 or the 4/10 shifts.

Uniformed members assigned to a 4/10 schedule shall work ten (10) hours per day, four (4) days per week, which includes a one-half (1/2) hour paid meal period.

2. All sworn, uniformed personnel are provided a one-half (1/2) hour paid meal period.
3. All uniformed members, after reasonable notice, may be assigned to work a 3/12 shift schedule at the discretion of the Chief of Police. Officers assigned to this shift shall work three (3) twelve hour shifts per week and one additional eight (8) hour short shift per pay period. Meal periods shall be the same as exist language in Section 2.08 A.1 & 2 above. The short shift day and work hours will be assigned based upon seniority at the team level. Short shift days can be adjusted for purposes of leave at the discretion of the unit members with prior notice to his/her supervisor. This shall be an optional schedule at the discretion of the Chief of Police.

## B. OVERTIME COMPENSATION AND COMPENSATORY TIME OFF

All authorized time worked exceeding scheduled assignments shall be compensated at the rate of one and one half times the employee's hourly straight time rate, except that no compensation shall be paid for overtime work of less than six (6) minutes duration.

Overtime must be authorized beforehand by a department supervisor. Authorization should be made by the member's immediate supervisor, however, when necessary, may be made by any supervisor on duty.

All overtime must be claimed at the time it is worked. Upon completion of the work, the member's supervisor must verify the overtime. If that supervisor is not available, verification shall be obtained from an on-duty supervisor.

Overtime pay is not authorized for members who attend schools in an off-duty status.

With prior approval from a Division Captain, travel to and from a training site may be done in one of the following ways:

- a. The member may drive to the station and pick up a department vehicle to travel to the training site. The time it takes a member to travel from the station to a training site is considered "time worked" and any travel time in excess of a member's normal workday will be compensated at the member's overtime rate of pay.
- b. The member may be provided with a department vehicle, when available, to travel directly from his/her residence to a training site. The department vehicle would alleviate the use of a member's privately owned vehicle (POV) and eliminate the need for the member to come to the station to pick up a vehicle. The member will not receive overtime compensation for travel while utilizing a department vehicle to travel directly from his/her residence to the training site and back.
- c. The member may utilize his/her POV to travel to and from a training site. The member would be entitled to mileage reimbursement for the use of his/her POV for travel to a training site outside the North County area, based upon the number of miles a member travels from the Oceanside Police Department to the training site and back. North County encompasses the area from the north San Diego County line, south to the City of Del Mar, and east to Rancho Bernardo. Mileage reimbursement is paid at the rate established by this MOU. Members are not entitled to mileage reimbursement for travel sites within the North County area. Mileage shall be calculated in accordance with section 2.07 above.
- d. Whenever a member is scheduled to attend a training school, the member's work schedule will be arranged so that the time spent attending the school constitutes that member's normal workday.
- e. Attendance at a school in an overtime status will not be approved except by the member's respective Division Captain. In the event a training course is scheduled to run in excess of the member's normal work day then the member shall note that fact on the training request and must obtain written approval for such overtime prior to actual attendance.

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

Overtime compensation shall be payable to employees in cash or compensatory time off at the election of the employee. The choice of pay or compensatory time off for overtime worked shall be made at the conclusion of the overtime worked. Such compensatory time off will be given at the rate of time and one half.

Effective the first full pay period beginning after ratification of this MOU by the Oceanside City Council, an employee may accrue a maximum of one hundred (100) hours of compensatory time off. If compensatory time off cannot be scheduled by the department as requested and an alternative time acceptable to the employee cannot be arranged, the employee shall be paid in cash for the unapproved hours and the employee's compensatory time bank shall be reduced by the number of hours paid in cash. Compensatory time off shall be requested sufficiently in advance so as not to jeopardize the efficiency of the operation of the Department.

Overtime shall be paid bi-weekly and will be included in the regular paycheck.

All overtime will be compensated at the rate of one and one half times the employee's regular rate.

Overtime shall be paid to the next highest one-tenth (1/10) hour increment.

All time must be entered in actual hours rounded to the next highest one-tenth hour increment by the employee.

Overtime shall be paid each payday. The amount will be noted on the employee's paycheck stub. Not more than four (4) times each fiscal year an employee may submit a written request to the Payroll Supervisor of the Finance Division, and shall upon said written request, be paid for, the requested position of his or her compensatory time up to a maximum of fifty (50) hours at one time.

#### **Section 2.02. Court Appearance Pay**

All employees of the City of Oceanside Police Department who, on scheduled time off, vacation and/or holiday time, are required to be present in court (or other similar legal proceeding) in connection with the performance of their duties, shall receive a minimum of three (3) hours at time and one-half the regular rate of pay. This three (3) hour minimum shall commence when the employee departs their place of residence and concludes upon arrival back at their residence. If the employee is called back to the same court on the same day in the afternoon, the employee will be paid at time and one half for all time spent in the afternoon court. If the employee is required to appear in two (2) different cases (one (1) court in the morning and one (1) court in the afternoon) on the same day, the employee shall receive the three (3) hour minimum for each court appearance. Personnel on I.O.D. status may claim overtime benefits only for that amount of time in excess of eight (8) hours for each appearance. Employees are not eligible to receive two (2) court minimum payments for overlapping time period (such as a court appearance at 8:00 a.m. and another at 10:00 a.m.). In such cases, employees will receive regular overtime for the time spent in excess of three (3) hours.

## **Section 2.10. Marksmanship**

Every sworn Police Officer of the Oceanside Police Department must shoot for qualification as scheduled by the Police Department.

## **Section 2.11. Special Compensation**

### **A. MOTORCYCLE ASSIGNMENT**

Each officer assigned to motorcycle duty shall receive four (4) hours of extra pay at his/her regular rate of pay for each week actually worked to compensate for storage and maintenance of the motorcycle at their homes.

### **B. CANINE ASSIGNMENT**

For purposes of complying with the Fair Labor Standards Act, the parties have agreed to the following terms:

- a. That each Oceanside Police Department canine handler that kennels his/her canine at his/her home shall receive the equivalent of four (4) hours of pay for each seven day work period, to be paid biweekly, at his/her regular overtime rate of pay as compensation for the time spent working outside regular work hours on canine maintenance training and Ordinary Care and Maintenance of the canine, canine kennel, and the canine transport vehicle as set forth in A(1) and A(2) below. Such hours worked shall not be interpreted to be 1) shift extension, 2) callback to work, or 3) scheduled work performed in excess of the regular shift for overtime purposes. The aforementioned four hours of overtime pay shall be inclusive of the following:
  - (1) The parties have specifically considered the time that canine handlers typically spend on necessary off-duty canine-related work and determined it to be between four (4) and six (6) hours per week. Of the total biweekly payment set forth in A., the handler will be deemed to have spent six (6) hours per week outside regular work hours on Ordinary Care and Maintenance activities to be compensated at overtime rates (time and one half) of the then-existing median hourly rate for nonfarm animal caretakers as reported by the U.S. Department of Labor. "Ordinary Care and Maintenance" activities consist of various animal caretaking tasks including but not limited to feeding, grooming, inspecting, medicating, exercising, pest control, preparing and cleaning the canine kennel, and preparing and cleaning the canine transport vehicle.
  - (2) The parties expressly agree that the remainder of the biweekly payment will be considered sufficient and reasonable compensation for all other off-duty canine-related activities, such as incidental maintenance training, as well as incidental canine-related expenses.

- b. Should any canine handler believe it necessary to engage in any canine-related work in excess of the above agreed upon good-faith estimates of time worked, he/she shall obtain written pre-approval to perform such work prior to performance of the work in accordance with the applicable Memorandum of Understanding and Oceanside Police Department Policies and Procedures.

This agreement represents a good faith estimate by the parties of the time reasonably necessary to accomplish the aforementioned tasks and is intended to be comprehensive, accurate and inclusive of all pertinent facts. The parties agree that this compensation is reasonable and satisfies the requirements of the Fair Labor Standards Act and, more particularly, 29 C.F.R. § 785.23, as it exceeds the Federal Minimum Wage paid at time and one half for the approximate amount of hours that the parties agree it will take to perform the fluctuating, unsupervised hours of off-duty work relating to maintenance training and Ordinary Care and Maintenance of the canine, canine kennel, and the canine transport vehicle.

#### C. FIELD TRAINING OFFICER

Sworn personnel who hold a valid POST Field Training Officer's certificate shall comprise a pool from which the Chief of Police may select individual officers to serve as Field Training Officers on an as-needed basis. Effective the first full pay period **in January 2022**, for each shift an officer is selected and eligible to serve as a P.O.S.T certified Field Training Officer, that officer shall receive **3.4** hours of extra pay at the employee's regular rate of pay to compensate for the added training officer's functions and responsibilities. The completion and submission of the trainee's Daily Observation Report (DOR) by the training officer will fulfill the training officer's responsibilities and entitle the training officer to receive the extra pay. Only one training officer is eligible for compensation per trainee on a shift. The procedures set forth in the Transfer and Assignment policy do not apply.

#### D. SPECIAL WEAPONS AND TACTICS (SWAT) ASSIGNMENT

Each officer assigned to the SWAT team shall receive five (5) hours of overtime pay for each full month actually assigned to the unit to compensate for physical and weapons training. If the officer joins or leaves the team mid-month, the overtime hours shall be prorated.

#### E. DIVE PAY

Members assigned to the Dive Team will be entitled to dive pay equal to double their current hourly rate with a minimum of one (1) hour. 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).



### **Section 2.12. Callback Pay**

Whenever an employee is called back to work after he/she has left the worksite, the employee will receive time and one-half for the time actually worked or a minimum of three (3) hours at time and one-half, whichever is greater. Such callback pay minimum shall not apply for employees required to report to work two (2) hours or less immediately preceding the start of a scheduled shift.

### **Section 2.13. Bilingual Pay**

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

The City shall determine which languages are needed and the number of personnel needed to perform the service. All persons passing the test up to a maximum to be determined by the Police Chief shall be certified to receive the bilingual pay of \$1.73 per hour to be included in the regular rate of pay.

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

### **Section 2.14. Shift Differential Pay**

Beginning on the first full pay period in **January 2022**, the provisions regarding Shift Differential Pay shall be revised to reflect the following:

The decision to assign the hours of work per day for a shift remains at the discretion of the Chief of Police or designee. Police Officers and Sergeants who are assigned to the following teams Patrol Teams 5 through 12; shall receive **five (5%)** percent of the base pay rate for all days worked, inclusive of all paid leave time (i.e., sick, vacation, holidays, and trainings).

In the future, should a **Patrol** team officially have its work hours changed such that a majority of their shift is after 1800 hours, the members of that **Patrol** team will be eligible for Shift Differential Pay. Conversely, should a **Patrol** team officially have its work hours changes such that a majority of their shift is before 1800s, the members of that **Patrol** team will no longer be eligible for Shift Differential Pay.

In the event a bargaining unit member is TAD to a **Patrol** team for more than two consecutive pay periods, that member will either earn or lose shift differential pay depending upon the hours of the TAD assignment.

**When a member is out of the workplace on an extended leave of any type (work injury, FMLA, etc.) and the member's shift hours change from a shift that does not qualify for shift differential pay to a shift that qualifies for shift differential pay while on that leave,**

**that member will not receive shift differential pay until they return to full duty and complete their first full work shift of eligible hours.**

Under no circumstance will Shift Differential be paid to those who work overtime on the above referenced shifts.

**Section 2.15. Residence/Emergency Recall**

All employees of the Oceanside Police Department who are subject to emergency recall must live within a reasonable distance of their place of employment so as to be able to respond to emergency recalls within a reasonable length of time. The response time shall not exceed one (1) hour of travel at the speed limit (at other than peak commute hours) measured from the Oceanside city limits.

**Section 2.16. Review of Personnel File**

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

**Section 2.17. Physical Fitness**

It shall be the policy of the parties of this Agreement that all sworn Police Officers shall remain physically fit for the purpose of maintaining efficiency and reducing injuries. When feasible, facilities shall be made available to sworn members of the Police Association to promote this policy.

**Section 2.18. Deferred Compensation Plan**

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

**Section 2.19. Health 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 coverages as elected by the employee.

Each eligible employee may elect to use this contribution toward health coverage by enrolling in the City's group insurance plans.

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

2. The City shall continue health/dental/vision coverage for employees on approved leaves of absence without pay provided the employee pays the premiums in a timely manner. The City shall provide the employee with a payment schedule. For employees on approved leaves of absence without pay under the Family and Medical Leave Act, the city shall continue the monthly insurance contribution as provided by law.
3. Effective January 1, 1996, the City will provide an IRS-approved Flexible Spending Account (FSA) program that will enable employees to defer compensation on a pre-tax basis for eligible health care expenses and dependent care expenses. Administrative fees will be paid by the City.
4. Effective July 1, 2014, the City shall provide every eligible employee with Basic Life and Basic AD&D benefit equal to one times their annual salary with a maximum of \$200,000, rounded to the nearest \$1,000. The minimum benefit is \$30,000. The City shall contribute, as appropriate, monthly premiums for such coverage.
5. Effective September 1, 1999 the City will provide a voluntary life insurance program option for the employee and dependents. Employees who opt to participate in this program will pay the cost of such insurance purchased under this provision.

Effective upon execution of this Memorandum of Understanding, the City agrees to provide insurance plan coverage for the employee only, the employee plus one (1) dependent or the employee plus family. If both husband and wife are employed full time with the City, the City will pay the full cost of the family plan for health, dental and vision not to exceed the cost of the City of Oceanside contracted HMO plan, the dental DPO plan and the vision plan.

Effective January 2020, the City's total contribution towards Health Insurance (i.e., applied towards Medical, Dental and Vision only) shall be:

Cap (Based on Medical Selection)	EE Only	EE+1	EE+ Family
Kaiser Plans	617.13	1029.14	1168.07
Blue Shield Plans	767.65	1278.67	1446.20

Effective January 2023, the City's total contribution towards Health Insurance (i.e., applied towards Medical, Dental and Vision only) shall be increased to the following:

Cap (Based on Medical Selection)	EE Only	EE+1	EE+ Family
Kaiser Plans	678.68	1150.57	1468.14
Blue Shield Plans	780.48	1323.16	1688.36

**Section 2.20. Long-Term Disability Insurance (LTD)**

- A. The City shall provide for long-term disability insurance for all eligible employees. Minimally, such program shall provide a disability benefit equivalent to sixty-six and two-thirds percent (66 2/3 %) of the employee's basic monthly salary up to the maximum per month benefit. The plan for sworn employees shall provide for a 60-day waiting period. Other details of the disability plans are contained in the insurance policies for sworn and non-sworn personnel.
- B. Effective April 1, 1996, the City agrees to transfer the long-term disability coverage for sworn employees to the California Law Enforcement Association (CLEA) plan.
- C. The monthly LTD premium for each covered sworn employee will be paid by each covered employee and will be subject to federal and state withholding taxes. The City will be responsible for remitting the monthly premiums due for each covered sworn employee directly to CLEA. The City's total monthly cost, up to the maximum of \$44.63 per employee per month, will not exceed the CLEA monthly LTD premium cost for each covered employee. The LTD program described above shall not be canceled or otherwise altered in scope except by the mutual agreement of the City and the Association.

**Section 2.21. Uniform Allowance**

Employees (excluding first time probationary employees) shall be entitled to an annual cash uniform allowance payment of \$700 payable the first payday in August.

Uniform allowance will not be paid to employees on long term leave of absence, IOD, etc. until the employee returns to full duty

**Section 2.22. Education Incentive Plan**

- A. **Effective the first full pay period in January 2022**, Police Officers and Sergeants possessing a P.O.S.T. Certificate(s) shall receive a cash allowance as a percentage of their base pay rate according to the schedule below:

<b><u>Police Officers:</u></b>	
<b>Intermediate</b>	<b>5%</b>
<b>Advanced</b>	<b>7%</b>
<b><u>Police Sergeants:</u></b>	
<b>Intermediate</b>	<b>4%</b>
<b>Advanced</b>	<b>6%</b>
<b>Supervisory</b>	<b>8%</b>

**Section 2.23. Tuition Reimbursement**

Commencing July 1, 1997, the City shall provide reimbursement for tuition, books, lab fees, and mandatory fees, for permanent employees within a fiscal year up to a dollar amount which shall

not exceed \$2,000 per fiscal year 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. Failure to obtain pre-approval will result in denial of reimbursement for all class costs.

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

For degrees earned after July 1, 1997: If a permanent employee attains a degree, while employed with the City of Oceanside in a subject related to his/her current job, the employee shall receive a one-time payment of \$300 for an Associate level degree and \$600 for a Bachelor's degree. Employees eligible for this one-time payment must submit their request within one year of obtaining their degree.

#### **Section 2.24. Base Pay Rates**

A. During the term of this Memorandum of Understanding adjustments to Base Pay shall be effective as follows:

##### **Police Officer**

- 5% effective with the first full pay period starting in January 2022.
- 2.0% effective with the first full pay period in July 2022.
- 3.5% effective with the first full pay period in January 2023.

##### **Police Sergeant**

- 3.5% effective with the first full pay period starting in January 2022.
- 2.0% effective with the first full pay period in July 2022.
- 2.5% effective with the first full pay period in January 2023.

B. **Salary/Classification Plans:**

1. The Salary Step Plans as described in this agreement shall provide a salary range for each employee job classification as described below.
2. The salary range for the classification of Police Officer will be divided into seven (7) 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 rate. In special cases, when it is merited by experience, education, training or other established qualifications, the City may approve the hiring of a candidate (i.e., Lateral Police Officer) for employment at a higher step. Beginning on the first full pay period following adoption of the 2019-2021 MOU by the Oceanside City Council, the "A" step shall reflect a 5% differential from the current "B" step hourly rate.

- b. "B" STEP. The "B" or second step salary level may be granted to an employee after satisfactory completion of twelve (12) months of service at "A" step. The adjustment shall be made only if granted by the City following the satisfactory completion of the original probationary period.
  - c. "C" STEP. The "C" or third step salary level may be granted by the City to an employee who has proven to be fully satisfactory in the classification of Police Officer for twelve (12) additional months of service from the granting of the previous salary step increase.
  - d. "D" STEP. The "D" or fourth step salary level may be granted by the City to an employee who has proven to be fully satisfactory in the classification of Police Officer for twelve (12) additional months of service from the granting of the previous salary step increase.
  - e. "E" STEP. The "E" or fifth step salary level may be granted by the City to an employee who has proven to be fully satisfactory in the classification of Police Officer for twelve (12) additional months of service from the granting of the previous salary step increase.
  - f. "F" STEP. The "F" or sixth step salary level may be granted by the City to an employee who has proven to be fully satisfactory in the classification of Police Officer for twelve (12) additional months of service from the granting of the previous salary step increase.
  - g. "G" STEP. The "G" or seventh step salary level may be granted by the City to an employee who has proven to be fully satisfactory in the classification of Police Officer for eighteen (18) additional months of service from the granting of the previous salary step increase.
3. The salary range for the classification of Police Sergeant will be divided into three (3) salary level steps which shall be interpreted and applied as follows:
- a. "A" STEP. The "A" or first step salary level shall be the starting rate for individuals hired to the classification of Police Sergeant. The probationary period for a newly appointed Police Sergeant shall be (6) months, however, management retains the ability to extend the probationary period for an additional six (6) months if the probationary employee is performing at a "below standard" level; advancement from step "A" to step "B" shall be following the completion of twelve (12) months of service at step "A".
  - b. "B" STEP. The "B" or second step salary level may be granted to an employee after satisfactory completion of twelve (12) months of service at "A" step. The

adjustment shall be made only if granted by the City following the satisfactory completion of the original probationary period.

- c. "C" STEP. The "C" or third step salary level may be granted by the City to an employee who has proven to be fully satisfactory in the classification of Police Sergeant for an additional eighteen (18) months of service from the granting of the previous salary step increase.

4. Movement to the next salary step may be delayed in the event of an employee's unpaid absences from work pursuant to existing City personnel rules and regulations.

C. Longevity/Service Pay:

- All employees, who have achieved **nine (9)** years of continuous years with the Oceanside Police Department in a sworn capacity as of December 1<sup>st</sup> of each year, shall receive a lump sum payment of **\$2,000** effective the first paycheck in December of each year.
- All employees, who have achieved **twelve (12)** years of continuous years with the Oceanside Police Department in a sworn capacity as of December 1<sup>st</sup> of each year, shall receive a lump sum payment of **\$3,000** effective the first paycheck in December of each year.
- All employees, who have achieved **twenty (20)** years of continuous years with the Oceanside Police Department in a sworn capacity as of December 1<sup>st</sup> each year, shall receive a lump sum payment of **\$5,000** effective the first paycheck in December of each year.

The lump sum payments listed shall not be cumulative; employees shall only receive the annual amount listed for the eligible tier in which they currently fall within. The annual payment shall be reported to CalPERS bi-weekly for pension purposes.

**Section 2.25. Acting Assignment Pay**

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

- A. Police Officers assigned to an acting assignment as Police Sergeant shall receive probationary Police Sergeant pay. Pay for **authorized** acting Police Sergeant assignments shall be paid for **each hour assigned and worked** in the acting capacity. 1
- B. Police Sergeants assigned to an acting assignment as Police Lieutenant or Watch Commander shall receive probationary Police Lieutenant pay. Pay for **an authorized** acting Police Lieutenant assignments shall be paid for **each hour assigned and worked in the acting capacity**.

**Section 2.26. Harbor Unit Assignment**

- A. Harbor Patrol Officers who were transferred to the Police Department effective September 24, 2009, shall be considered “Legacy Harbor Police Officers.”
- B. EMT Pay: Current Harbor Police Officers will continue to receive EMT pay while assigned to the harbor. Once transferred from the harbor; EMT pay will no longer continue.
- C. Seniority: Seniority will be calculated from the date of consolidation with the Oceanside Police Department. In the event of a lay-off, the former Harbor Police Officers; seniority will commence effective the date as a sworn officer for the City of Oceanside.
- D. Legacy Harbor Police Officers desiring to remain assigned to the Harbor will be authorized to remain in that capacity, however, they must maintain a meets standard or better level of performance and may be subjected to removal for disciplinary purposes. Once the last Legacy Harbor Police Officer has separated from the assignment, Section 2.26 (A), (B), (C), and (D) shall be eliminated.



## **ARTICLE 3.00. WORKING CONDITIONS**

### **Section 3.01. Assignments**

Assignments shall be made in accordance with Department Policy.

### **Section 3.02. Discipline Procedure**

#### **A. Application of Procedure:**

The following disciplinary procedure shall apply to employees except that a suspension without pay, demotion in rank or discharge of sworn personnel shall be subject to an appeal to a third party neutral whose decision shall be final and binding.

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

#### **B. Procedure**

1. Employee misconduct may be cause for disciplinary action including, but not limited to: reprimand, reduction in pay, demotion, suspension with or without pay, or discharge. Such shall include, but not be limited to, any of the following:
  - a. Commission of an act which results in a criminal conviction and constitutes a misdemeanor or infraction involving moral turpitude or a felony.
  - b. Unauthorized use or possession of City property or equipment.
  - c. Causing damage to or waste of public property through misconduct or negligence.
  - d. Unauthorized or excessive absence from regularly assigned duties.
  - e. Frequent and unexcused tardiness in reporting to regularly assigned duties.
  - f. Use of fraud or material misrepresentation but for such fraud or material misrepresentation the employee would not have secured employment.
  - g. Use of an employee's official position or office for personal gain or advantage.
  - h. Deliberate dishonesty related to the performance of an employee's duties.
  - i. Accepting favors or gratuities in return for service required to be performed as a part of the employee's official duties and responsibilities.
  - j. Discourteous treatment of the public or other City employees.
  - k. Failure to carry out assigned duties promptly, adequately or efficiently.
  - l. Insubordination.

- m. Intentional or negligent act or omission which adversely affects, or threatens to adversely affect, the safety of the employee or others.
  - n. Failure to observe and comply with this Agreement or City or departmental rules and regulations.
  - o. Use of, possession of, or being under the influence of any alcoholic beverage while on duty.
  - p. Being under the influence of any drug which interferes with the performance of an employee's regular job duties.
  - q. Use or possession of any illegal drug while on duty.
  - r. Other serious or socially reprehensible conduct either during or outside of duty hours which is of such a nature it causes serious discredit to the employee's department or the City.
2. Full authority for discipline is retained by the City. The City agrees, however, that employees will be disciplined only for just cause.
3. Prior to the imposition of any discipline, excluding reprimand or suspension without pay for a period of less than five (5) working days of any classified, permanent employee, the following procedure shall be utilized.
- a. The employee shall be given written notice of the disciplinary action including a statement of the reason therefor. Service of such notice shall be considered complete upon the personal delivery of such notice in the U.S. mail, first-class postage prepaid, addressed to the employee's latest known address on file in the Human Resources Department of the City.
  - b. The notice of disciplinary action must also include a copy of the charges of misconduct and, whenever practical, a copy of the materials or documents upon which the charges are based. If it is impractical to provide the employee with a copy of such materials or documents, the employee and/or his/her representative shall be allowed reasonable time to review such materials or documents and the notice of disciplinary action shall set forth the procedure for such a review.
  - c. The employee shall be given the right to respond to the proposed discipline either orally or in writing to the appropriate City appointing authority. The City shall give the employee a reasonable time to submit his/her response and in no event shall such time period be less than forty-eight (48) hours from the completion of service of the notice of disciplinary action.

- d. An employee waives all rights to informally respond to the proposed discipline if he/she fails to submit such response within the time limit established by the City.
  - e. Following either the submission of the employee's informal response to the disciplinary action or the waiver of such right, the appropriate City appointing authority shall either impose, or modify, or not impose the proposed discipline, as the situation warrants. Any discipline so imposed shall not be stayed by the initiation of a grievance by the employee as provided herein.
4. Notwithstanding the provisions of Section 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 section VII.B. Such procedure shall be completed, however, within five (5) working days of the imposition of the discipline.
  5. Grievances of discipline must be initiated by the employee within five (5) calendar days after the imposition of the discipline or, in the case of discipline imposed under section D, after the completion of the informal response procedures. Failure to initiate a grievance within such time limit shall constitute a waiver by the employee of all rights to grieve such discipline hereunder.
  6. All disciplinary grievances shall be initiated at Step 3 of the Grievance Procedure delineated herein except grievances of disciplinary action involving reprimands, which shall be initiated at Step 1 and concluded at Step 4.

### **Section 3.03. Grievance Procedures**

During the life of this agreement, if the parties mutually agree to a permanent panel of neutrals, this provision shall be amended to include such permanent panel, as a means of expediting the process.

- A. DEFINED. A grievance is an alleged violation of a specific clause of this Agreement. Matters for which other methods of review are provided by this Agreement, by Resolution, by Ordinance, by Charter, or by State Law shall be excluded from this procedure.
- B. PROCEDURE. All grievances shall be presented in the following manner:
  1. STEP 1. The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate immediate supervisor or Lieutenant within thirty (30) working days of the date on which the grievance arises, except as provided otherwise in this Agreement. Such grievance shall be in writing, and shall include: a statement of the grievance and the facts relative to it, a statement of the alleged violation of the Agreement and a statement of the remedy requested. Prior to filing any such written grievance every effort will be made to resolve the matter informally. The supervisor shall render a decision in writing to the grievant within five (5) working days from the day the grievance is presented.

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

2. STEP 2. If the grievance is not resolved in STEP 1, the grievant may appeal it to the appropriate Captain within five (5) working days from the date a decision was rendered in STEP 1, above. Such appeal shall be in writing, and shall include a statement of the grievance and the facts relative to it and a statement of the remedy requested. Within ten (10) working days of receiving such appeal, the Captain shall arrange a meeting between himself, the aggrieved employee, and the employee's representative (if applicable), to review the grievance. The Captain shall render a written decision on the grievance within ten (10) working days after the meeting.
3. STEP 3. If the grievance is not resolved in STEP 2, the grievant may appeal it in writing to the Chief of Police within (5) working days from the date a decision was rendered in STEP 2, above. The Chief of Police may render a decision solely on the basis of a review of the record; or may arrange a meeting between those affected and a representative of the Human Resources Department before rendering a decision. The decision shall be rendered within ten (10) working days of the filing of the appeal.
4. STEP 4. If the grievance is not resolved in STEP 3, the grievant may appeal it in writing to the City Manager within five (5) working days from the date a decision was rendered in STEP 3, above. The City Manager, or 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 filing of the appeal.
5. STEP 5. If the grievance is not resolved in STEP 4, the grievant may submit it to an advisory arbitrator by filing a written request to do so with the City Manager within five (5) working days from the date a decision was rendered in STEP 4, 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. **Failure of either party to object to the selection of a proposed arbitrator within five (5) working days from the date the list is presented to that party for a decision shall result in a waiver of that party's objection to the selection of the proposed arbitrator**

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

6. CITY COUNCIL REVIEW. The City Council may, if it deems appropriate, review any recommendation rendered by an Advisory Arbitrator on the basis of a review of the materials prepared by the Arbitrator and/or record of the hearing conducted in STEP 5, above. Any such City Council decision shall not be arbitrary and shall be based on substantial evidence as contained in the record of the Advisory Arbitrator's hearing.

- C. WORKING DAYS DEFINED. As used in this procedure, the term "working days" shall mean regular work days Monday through Thursday between 7:30 a.m. and 5:00 p.m. and Friday between 7:30 a.m. and 4:00 p.m., except holidays on which the City Administrative offices are closed to the public.
- D. The fees and expenses of the arbitrator shall be shared equally by the parties involved, except that if either party rejects the advisory decision of the arbitrator, that party must pay the entire cost of the arbitrator's fees and expenses. All other expenses and costs incurred by the parties during arbitration shall be the responsibility of the individual party incurring the same.
- E. The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.

**Section 3.04. No Strike Clause**

- A. It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slow-down, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members not to strike,

stop work, slow-down, or picket obstructively, and the Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.

- C. It is agreed and understood that any employee concertedly violating this article may be subject to disciplinary action up to and including discharge, and/or, may be considered to have automatically resigned from the City service. For purposes of this article, any employee deemed to have automatically resigned shall be eligible to utilize the Grievance Procedure as provided in this Agreement.
- D. It is understood that in the event this article is violated, the City shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in any other City rules, regulations, resolutions and/or ordinances, from any employee and/or the Association. No such actions shall be taken by the City in the event that the Association acts in good faith in accordance with Section B, above.
- E. The expiration or violation of this Agreement shall not prejudice the City's right to assert to the illegality of any such activities mentioned above if engaged in by the Association or employees.

**Section 3.05. Assignment of Vehicles**

The "on call" Detective will be permitted flexible use of his/her assigned City vehicle during the period of time the Detective is in an "on call" status. While utilizing the assigned City vehicle during the "on call" period, the Detective must conform to the response requirement described in section 2.14 of this Memorandum of Understanding. The purpose of allowing flexible use of the assigned City vehicle is to ensure a prompt response from the Detective during a "call out".

**Section 3.06. Reasonable Suspicion Drug and Alcohol Testing Policy**

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

**Section 3.07. Industrial Injuries and Accidents**

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

**B. INJURY AND ILLNESS REPORTING**

- 1. Any duty-related injury or illness which requires medical treatment shall be reported to the appropriate immediate supervisor by any injured or ill employee as soon as possible. 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 the injury before leaving for the day if physically able. If

employee's immediate supervisor is not available (e.g., vacation, etc.), it should be forwarded to the supervisor's designee.

### **C. ACCIDENT REPORTING**

1. Any duty-related accident which results in any injury or property damage shall be reported to the appropriate immediate supervisor by any accident-involved employee as soon as possible.
2. Any duty related accident which does not result in any injury or property damage shall be reported to the appropriate supervisor by any accident-involved employee by the end of the workday schedule in which the accident occurred, or as soon as possible.
3. Supervisors shall report the accident details to the Risk Management Division of the Human Resources Department by the end of the work day by phone or email.

### **D. MEDICAL TREATMENT FOR INJURY OR ILLNESS**

1. Any employee suffering any duty related injury or illness which requires either immediate or continued medical treatment shall immediately seek such treatment from a City-approved physician or medical facility except as provided herein.
  - a. If an employee has notified the City in writing prior to the date of injury that the employee has a personal physician as defined by State law, then the employee shall have the right to be treated by such physician from the date of injury.
  - b. After the date the illness or injury is reported, the employee may select a physician from the Medical Provider Network.

### **E. ABSENCE FOR INDUSTRIAL INJURY OR ILLNESS**

1. Any employee suffering a duty-related injury or illness which prohibits that employee from the performance of regular job duties may request an absence from duty. Such request shall be submitted in the form of a Workers' Compensation claim 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 as provided by State law. Any dispute regarding any such claim shall be resolved through the State Workers' Compensation Appeals Board process.
2. Any employee granted a leave of absence for industrial injury/illness shall receive salary and fringe benefit compensation from the City for the duration of any such leave, as delineated in the State Workers' Compensation Laws.
3. Employees may pre-designate 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.

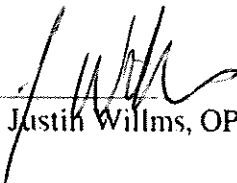
**Section 3.08. Scope of Agreement**

It is understood that this Memorandum of Understanding sets forth the entire agreement of the parties on all matters within the scope of representation until the period ending December 31, 2023 and no further negotiation shall be required.

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into this **4th day of November, 2021**, pursuant to the provision of Government Code 3500, et seq., for presentation to the City Council of the City of Oceanside, California.

DATED 12-7-21, OCEANSIDE POLICE OFFICERS' ASSOCIATION

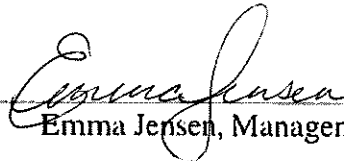
BY   
Jim Ridenour, OPOA President

BY   
Justin Willms, OPOA Vice-President

DATED \_\_\_\_\_, CITY OF OCEANSIDE

BY   
Robert O'Brien, Human Resources Director

BY \_\_\_\_\_  
Jane McPherson, Financial Services Director

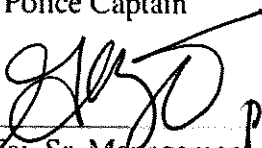
BY   
Emma Jensen, Management Analyst


BY   
Cindy Gersley, Budget Manager

BY   
Jill Moya, Accounting Manager



BY   
Sean Marchand, Police Captain

BY   
Gricel Beltran-Taj, Sr. Management Analyst *principal management Analyst.*

BY   
Stacy Janus, Human Resources Analyst I