

*MEMORANDUM OF UNDERSTANDING between  
CITY OF OXNARD and*

*OXNARD PUBLIC SAFETY MANAGERS ASSOCIATION*

*July 1, 2018 through June 30, 2021*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OXNARD AND THE  
OXNARD PUBLIC SAFETY MANAGERS' ASSOCIATION**

This Memorandum of Understanding (MOU) is entered into with reference to the following facts:

- A. The Oxnard Public Safety Managers' Association (Association) is the recognized majority representative of the employees occupying classifications: Police Commander, Assistant Police Chief, Battalion Chief and Assistant Fire Chief.
- B. The authorized representatives of the City of Oxnard (City) and the Association have met and conferred in good faith concerning wages, hours and other terms and conditions of employment of Association employees; and
- C. The authorized representatives of City and the Association have reached an agreement as to wages, hours and other terms and conditions of employment of the employees represented by the Association, which shall be submitted to the City Council for its determination. The implementation of this MOU shall be by action of the City Council by appropriate ordinance, resolution or other directives.
- D. This MOU supersedes any and all prior agreements or MOUs entered into between the City and the Association.

THEREFORE, the City and the Association agree that upon implementation by the City Council the wages, hours and other terms and conditions of employment for Unit employees shall be as follows:

- 1. The term of the MOU shall commence July 1, 2018, and shall expire June 30, 2021.
- 2. The City and the Association agree to meet and confer upon request of either the City or the Association on staff-recommended changes to the City of Oxnard Personnel Rules and Regulations which are within the statutorily required scope of negotiations as defined in California Government Code section 3504.
- 3. The City shall, as required by State law, contribute toward the payment of the cost of an Association employee's health insurance provided by the Public Employees Retirement System.
- 4. The City shall continue to pay 100 percent of the premiums for employee-only coverage under the existing level of benefits for life and long term disability insurance for Association employees.

5. City shall continue to pay \$160.06 biweekly for each Association employee as City's contribution toward City's Health and Dental Insurance Reimbursement Program (Cafeteria Program) for Association employees (includes \$129.23 for medical and \$30.83 for dental). Effective following Council approval of the new MOU, the City's contributions towards the Cafeteria Plan shall increase by four hundred dollars (\$400.00) per month, per pay period based on a twenty-six (26) pay period cycle. The total new contribution is as follows:

Employee only - \$743.00  
Employee plus one - \$743.00  
Family \$743.00

The City will make an additional \$400 contribution for each tier of medical effective the first full pay period of July 2019. The total new contribution is as follows:

Employee only - \$1143.00  
Employee plus one - \$1143.00  
Family - \$1143.00

The City will make an additional \$400 contribution for each tier of medical effective the first full pay period of July 2020. The total new contribution is as follows:

Employee only - \$1543.00  
Employee plus one - \$1543.00  
Family - \$1543.00

Should the City contribution exceed the plan premium then that excess will be paid to the employee.

Employees who waive medical benefits will receive the following amounts which will be effective simultaneously to when the increase in City contribution occurs for those electing medical through the City:

Year 1: \$643  
Year 2: \$943  
Year 3: \$1243

In the year the MOU expires, the waiver will remain at the Year 3 level should the bargaining unit reach a 75% participation level in the medical program. If the bargaining unit's participation level is less than 75% at that time, then the cash back for the waive will be reduced to \$900 effective the first pay period following expiration of the contract.

Participation will be reviewed at the start of each benefit year after open enrollment to ensure that the minimum level of participation continues to be 75%. Should participation drop below 75% then the waive cash would revert back to \$900 per month. Should participation increase

above 75% then the waive cash would revert back to \$1243 per month. Any change to the waive amount will occur with the first full pay period of the new fiscal year.

6. Association employees occupying the classifications of Police Commander, Assistant Chief of Police, Battalion Chief and Assistant Fire Chief as defined in Government Code section 20425 who were (i) hired on or before December 31, 2012 or (ii) qualify as "classic" members of CalPERS and were hired on or after January 1, 2013, shall continue to be covered by the 3% at age 50 retirement formula set forth in California Government Code section 21362.2.
7. Employees who are "classic" members of CalPERS shall pay five percent (5%) of pensionable compensation towards the employee share of PERS costs. This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to four percent (4%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions. The City agrees to report the uniform pieces to CalPERS at the rate of \$450/year.
8. The City shall establish a 401 (a) plan and effective the first pay period following Council ratification contribute 2.4% to the plan. The contribution will take affect the first full pay period following the election made by the employee. There will be no retroactivity for those employees who fail to make a timely enrollment.
9. At the discretion of the Department Head, Association employees may be permitted to code leave time as administrative leave. However, at no time shall any employee be entitled to use more than fifty- six (56) hours of administrative leave in any one fiscal year.
10. Based upon the semiannual evaluation of performance by the Department Head, an Association employee may be awarded up to one (1) day off every six months for outstanding performance. This leave is in addition to administrative leave which is available as set forth in the City of Oxnard Administrative Manual. Performance leave time awarded and not used by the Association employee within the six-month period following the award of the performance leave is forfeited and may not be accumulated or carried forwarded. Eligibility for such performance leave shall be determined by the Department Head.
11. New Association employees will no longer be permitted to establish a Reserve Leave Fund (RLF). Current Association employees who have previously established an RLF will be permitted to maintain the balance of their RLF. Employees will not be permitted to move any additional accrued leave into their RLFs.

An employee has the option to use his or her RLF balance to cover leaves of absence, consistent with the restrictions placed on the use of annual leave set forth in Article 12. In addition, an employee may cash out 100% of the balance of his or her RLF upon separation from City service, provided that the employee has a minimum of five (5) years of regular full-time service with the City.

12. Annual Leave:

a) The City shall provide annual leave benefits to Association employees as follows:

i. Full-time regular Association employees shall accrue annual leave for each biweekly period upon years of service as set forth in the following table:

<b>YEARS OF SERVICE</b>	<b>BIWEEKLY ANNUAL LEAVE ACCRUAL</b>	<b>MAXIMUM ANNUAL LEAVE ACCRUAL</b>
Less than 5	10.85	564.20
5 to 10 years	11.16	580.32
Greater than 10	11.47	596.44
Greater than 15	11.78	612.56

For 24 Hour Shift Employees Only:

<b>YEARS OF SERVICE</b>	<b>BIWEEKLY ANNUAL LEAVE ACCRUAL</b>	<b>MAXIMUM ANNUAL LEAVE ACCRUAL</b>
5 to 10 years	19.68	1023.49
Greater than 10	20.23	1051.89
Greater than 15	20.79	1081.08

b) The City Manager may waive the maximum amount of annual leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.

c) Except as provided in section 12(b) above, if an Association employee accrues the maximum level of annual leave, such employee shall no longer be, entitled to accrue additional

annual leave, until such time as the employee's accrued annual leave is below the

applicable maximum.

- d) An Association employee may redeem accrued annual leave for cash once during each calendar year by submitting a written request to the Director of Human Resources during the month of July or December according to the following table. The payment shall be made based upon the employee's base rate of pay.

<b>YEARS OF SERVICE</b>	<b>MAXIMUM ANNUAL LEAVE REDEMPTION HOURS</b>
Greater than 5	40 hours
Greater than 10	80 hours
Greater than 15	120 hours
Greater than 20	160 hours

- e) If an Association employee separates from service, the employee shall be paid for accrued annual leave at the employee's base rate of pay earned as of the effective date of separation from City service.
- f) Sick leave and vacation leave benefits accrued by Association employees as of December 14, 2010, shall be addressed as follows:
  - i. Current sick leave accruals may be used to receive a leave of absence with pay for illnesses or-injuries of the employee under the same circumstance and with the same limitations as existed prior to December 14, 2010.
  - ii. Such current sick leave accruals may be used as donations to a sick leave bank established by City for another City employee.
  - iii. City will redeem fifty percent (50%) of such current unused unredeemed sick and one hundred percent (100%) of such current unused unredeemed vacation leave accruals not to exceed 600 hours for each account, upon separation from service to those employees with a minimum of five (5) years of regular full-time service, at time of separation, at the employee's base rate of pay being earned as of the effective date of separation from City service.
- g) During their final three (3) years of employment prior to retirement from the City, the association employee may convert accrued but unused annual or vacation leave into a City-sponsored 457

deferred compensation plan. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code (the "IRC"). It is the responsibility of each employee, not the City, to ensure compliance with any IRC contribution limits. An employee electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred.

Employees must request a transfer using the City-approved form, which is available from the City's payroll department.

13. The City and the Association agree to continue the Physical Fitness and Wellness Program (Program). Participation in the program by Association employees shall be voluntary. Each Association employee shall be eligible for Wellness reimbursement in accordance with the applicable City wide Wellness policy, which is currently \$500 per fiscal year.

Acceptable Items:

Heart rate monitor & accessories  
Any smartwatch that tracks heart rate information  
Pool swim pass  
Gym membership  
Exercise equipment  
Athletic trainer expenses  
Weights (vests included)

14. If a Police Commander is assigned to Patrol Watch Commander responsibilities and works during the week of a City-recognized holiday, the City shall compensate the Police Commander with ten (10) hours of annual leave for each such holiday, as long as said Commander is working a 4-10 shift. If the Commander is working an eight (8) hour shift, the Commander shall receive eight (8) hours of annual leave compensation and if the Commander is working a twelve (12) hour shift, the Commander shall receive twelve (12) hours of annual leave compensation.

Any Association employee who is serving in any other Mutual Aid Assignment shall be paid at and one half time the normal salary for hours worked in these positions outside of their regular shift(s). Effective July 14th, 2017, any Association employee who is assigned to an additional shift to backfill for an employee who has been assigned in a Mutual Aid Assignment shall be paid at one and one halftime the normal salary for hours worked in such an assignment. This backfill pay will be applied retroactively upon ratification of this agreement. This pay rate Shall apply only to incidents where costs are reimbursed by the State and/or Federal Government. Employees shall not be entitled to pay at one and one halftime their normal salary for hours worked during their regular shifts and only one employee (either the employee on assignment or the employee backfilling for the employee on assignment) shall be eligible for this one and one half time pay rate per shift. In addition, employees in the classification of

Battalion Chief may be assigned, at the discretion of the Fire Chief, to additional shifts outside of their regular schedule and be compensated at the employee's regular hourly rate for such overtime work at straight time.

15. The annual recurring occasions which shall be observed as City holidays for Association Employees are as follows:

New Year's Day (January 1)  
Martin Luther King, Jr. Day (3rd Monday in January)  
Presidents' Day (3rd Monday in February)  
Cesar Chavez Birthday (March 31st)  
Memorial Day (Last Monday in May)  
Independence Day (July 4th)  
Labor Day (1st Monday in September)  
Veterans' Day (November 11th)  
Thanksgiving Day (4th Thursday in November)  
Christmas Eve (December 24<sup>th</sup>, 1/2 day)  
Christmas Day (December 25th)  
New Year's Eve (December 31<sup>st</sup>, 1/2 day)

16. Management Incentive Pay

- a. Fire Department Managers that engage primarily in administrative duties while working in a regular full-time position in Administration shall receive a managerial incentive pay in the amount of five (5%) percent. The provision does not apply to Association employees assigned to temporary modified duty (TMD).
- b. When an Association employee assigned to administrative duties is called to work in a suppression/shift assignment in addition to their administrative duties, such employee shall be paid based upon an hourly rate of pay calculated by dividing the employee's biweekly compensation, including the afore-stated managerial incentive pay, by 112 hours (instead of 80 hours). Except for mutual aid assisting.
- c. Employees occupying the classification of Police Commander will be allowed, at the discretion of the Police Chief, to work overtime hours performing the assignment of Watch Commander, and be compensated at the employee's regular hourly rate for such overtime work at straight time.

17. Wages  
There shall be no cost of living adjustments during the term of this MOU. Merit increase as defined in the Personnel Rules and Regulations are not affected.
18. The City shall continue to make mandatory contributions to the Oxnard Peace Officers' Association (OPOA) - Retiree Medical Trust ("Trust") on behalf of Association employees occupying the classifications of Police Commander and Assistant Police Chief who were promoted into the Association from the OPOA. The amount of such contributions made on behalf of each employee shall equal the contribution rate of a top-step sergeant plus 10% education and 7% longevity as established in the most recent MOU between the City and the OPOA. The City shall adjust the contribution rate to reflect any negotiated OPOA top step sergeant increase. Such adjustments to the contribution rate shall be effective on the same date as the negotiated OPOA top-step sergeant increase. Payment will be made 30 days following the close of the previous quarter.

The City shall remit said contributions to the Trust for the duration of this MOU, via ACH transfer to:

United Missouri Bank - Premium Reimbursement Plan Oxnard  
Officers Retirement Medical Trust  
Account# 39900001614173371  
Routing# 101205681

19. The City shall continue contributing on behalf of each association employee occupying the classifications of Battalion Chief and Assistant Fire Chief an amount equal to 1.6923% of his/her base salary to a Post Employment Health Plan (PEHP), as authorized by Internal Revenue Code Section Sol (c) (9), which PEHP shall be administered by a private agency authorized by the city. These contributions shall not be considered as taxable income or pensionable income and the City shall not report such contributions on the employee's W-2 form.
20. Tuition reimbursement shall be provided at the rate of 75% of the cost of tuition, provided the employee attends an accredited institution, receives a "C" or better, or passes the class if the criteria work is pass/fail, and as long as the course work benefits the employee towards completion of a degree (e.g., B.A., M.B.A.) or benefits the employee's career development. \$10,000 is the maximum reimbursement the employee may receive per calendar year.
21. Temporary Upgrade Pay: An employee who is assigned to assume the majority of duties and responsibilities of a higher classification shall receive additional compensation while such duties are performed. The employee shall be compensated at the minimum base salary established for the higher classification, or five percent (5%) above the employee's present

pay, whichever is greater, and which will not exceed the new pay/salary range maximum. The change in pay/salary related to the assignment shall be effective the first day of the new pay period following such appointment, once the employee has performed such duties for at least forty hours (40) in any one calendar year. The employee shall then continue to receive the additional pay for the duration of the assignment. The employee shall not receive any other benefit assigned to the higher classification that they are not already receiving. PERS language; current law may not be reportable for single highest year.

- 22. All employees in the Association are "exempt" employees as defined under the Fair Labor Standards Act and therefore are salaried employees and ineligible for overtime pay, except as defined above.
  
- 23. During the month of July 2019 and July 2020, the Association may reopen discussions concerning the pay differential between Fire Captains and Battalion Chiefs.

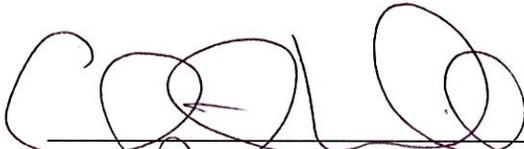
Dated this 21 day of March, 2019.

For the City of Oxnard



Alex Nguyen  
City Manager

For the Association



Christopher Williams  
President, OPSMA



Steve Naveau  
Human Resources Director