



Meeting Date: 11 / 25 / 08

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Michelle H. Téllez

Agenda Item No. I-6

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

**DATE:** November 20, 2008

**TO:** City Council

**FROM:** Michelle H. Téllez, Human Resources Director  
Human Resources Department

**SUBJECT:** Amendment To Memorandum of Understanding between the City and the Oxnard Public Safety Management Employees' Association (OPSMEA) (Fire Unit)

**RECOMMENDATION**

That City Council approve and authorize the Assistant City Manager to execute the amendment the parties' collective bargaining agreement to include language that was omitted inadvertently.

**DISCUSSION**

On December 21, 2007, the City and the OPSMEA (Fire Unit) signed a new collective bargaining agreement, the terms of which included:

“18. Effective April 5, 2008, the City shall commence contributing on behalf of each Unit employee an amount equal to 1.69233% of his or her base salary to a Post Employment Health Plan (PEHP), as authorized by the Internal Revenue Code Section 501 (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 Unit employee's W-2 form.”

Inadvertently, the parties did not include language that they meant to include in the collective bargaining agreement. That language is:

“The PEHP shall permit participants to allocate all or a portion of payouts upon separation of unused sick leave and/or vacation leave benefits in accordance with terms and conditions to be agreed upon by the City and Union at a later date.”

Amendment to OPSMEA(Fire Unit) Contract  
November 18, 2008  
Page 2

Upon realizing the omission, members of the OPSMEA (Fire Unit) approached the City and asked to have the agreed upon language included in the parties' collective bargaining agreement.

The OPSMEA (Fire Unit) membership ratified this change to the parties' collective bargaining agreement on November 5, 2008. For the language to be included in the parties' collective bargaining agreement the City Council has to approve the inclusion of this new language into the parties' collective bargaining agreement.

### **FINANCIAL IMPACT**

None.

MHT

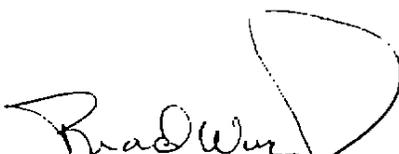
Attachment 1: Amendment to the MOU between the City and OPSMEA (Fire Unit)  
Attachment 2: OPSMEA (Fire Unit) collective bargaining agreement

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
OXNARD AND THE OXNARD PUBLIC SAFETY MANAGEMENT EMPLOYEES'  
ASSOCIATION A RECOGNIZED EMPLOYEE ORGANIZATION (Fire Unit)**

This Amendment to "Memorandum of Understanding between the City of Oxnard and the Oxnard Public Safety Management Employees' Association a Recognized Employee Organization (Fire Unit)" "(Amendment)" amends the "Memorandum of Understanding between the City of Oxnard and the Oxnard Public Safety Management Employees' Association a Recognized Employee Organization (Fire Unit)" ("MOU") dated December 21, 2007.

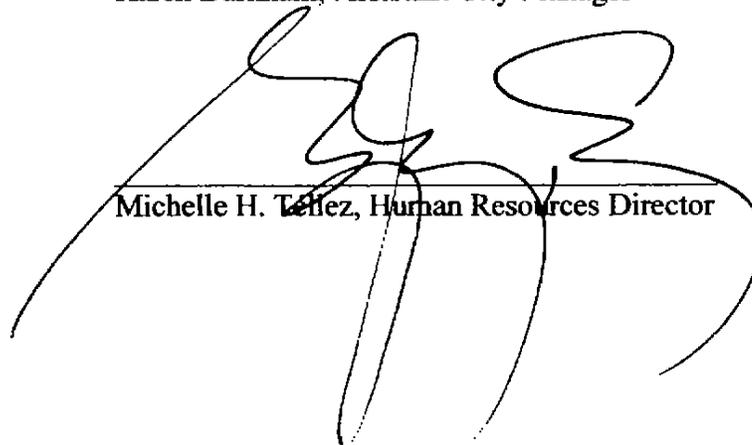
Paragraph 18 of the MOU provides: Effective April 5, 2008, the City shall commence contributing on behalf of each Unit employee an amount equal to 1.69233% of his or her base salary to a Post Employment Health Plan (PEHP), as authorized by the Internal Revenue Code Section 501 (c) (9), which PEHP shall 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 Unit employee's W-2 form."

1. Paragraph 18 of the MOU is hereby amended by the addition of the following sentence:  
"The PEHP shall permit participants to allocate all or a portion of payouts upon separation of unused sick leave and/or vacation leave benefits in accordance with terms and conditions to be agreed upon by the City and Association at a later date."
2. This Amendment adds a third sentence to paragraph 18, which was omitted inadvertently from the MOU.
3. The MOU as amended by this Amendment remains in full force and effect.
4. This MOU Amendment is dated as of November 25, 2008.

  
Brad Windsor, Assistant Fire Chief

  
Michael O'Malia, Battalion Chief

  
Karen Burnham, Assistant City Manager

  
Michelle H. Tellez, Human Resources Director

*MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OXNARD AND THE  
OXNARD PUBLIC SAFETY MANAGEMENT EMPLOYEES' ASSOCIATION  
A RECOGNIZED EMPLOYEE ORGANIZATION  
(FIRE UNIT)*

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

1. The Oxnard Public Safety Management Employees' Association (Association) is the recognized majority representative of the Fire Management Unit (Unit) consisting of the classifications of Battalion Chief and Assistant Fire Chief; and
2. 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 Unit employees.
3. The authorized representatives of City and the Association have reached an agreement as to wages, hours and other terms and conditions of employment of Unit employees, which shall be submitted to the City Council for its determination. The implementation of this MOU shall be by action of the City Council or City Manager by appropriate ordinance, resolution or other directives.
4. This MOU supersedes any and all prior agreements or MOUs entered into between the City and the Association, regarding the Unit.

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

A. Terms

1. The term of the MOU shall commence June 30, 2007, and shall expire June 27, 2008.
2. The City shall continue to contribute toward the payment of the premiums under the City's health insurance program on behalf of each eligible Unit employee and, to the extent required by law, each eligible retiree.
3. 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 Unit employees.

4. The City shall continue to pay \$160.06 biweekly for each Unit employee as the City's contribution toward City's Health and Dental Insurance Reimbursement Program (Cafeteria Program) for Unit employees (includes \$129.23 for medical and \$30.83 for dental).
5. The City shall continue, in accordance with the provisions of California Government Code section 20636(c)(4), to report as special compensation the full monetary value of customary contributions paid to the Public Employees Retirement System (PERS) by the City on behalf of Unit employees pursuant to California Government Code section 20691, which equals nine percent (9%) of the compensation earned by a Unit employee and, as such, shall be included in the compensation earned by a Unit employee that is reported to PERS by the City for the purpose of calculating required retirement contributions and retirement benefits.
6. The City shall continue to contribute one percent (1%) of employees' base wages to a deferred compensation plan on behalf of each Unit employee. Employees are responsible to enroll in a deferred compensation program and contribute at least one percent (1%) of their earnings to be eligible to receive this compensation. Employees not enrolled shall not receive any City contribution to deferred compensation.
7. The City shall discontinue the set-aside pool of funds totaling four and one quarter percent (4.25%) of Unit employees annual base wages, PERS contributions, FICA contributions, and workers' compensation. Effective July 1, 2006, the City shall allocate this pool of funds into base wages and thus all Unit employees shall have their base wages increased by four and one quarter percent (4.25%). Additionally, the salary ranges for the Unit employees classifications shall be increased by four and one quarter percent (4.25%).
8. Based upon the semiannual evaluation of performance by the Fire Chief, a Unit employee may be awarded up to one 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.
  - a. Performance leave time awarded and not used by the Unit employee within the six-month period following the award of the performance leave is forfeited and may not be accumulated or carried forward. Eligibility for such performance leave shall be determined by the Fire Chief and submitted to the City Manager on a semiannual basis.
  - b. The City Manager shall prepare a certificate acknowledging the performance leave and present it to the employee. The Unit employee shall redeem the performance leave day off by attaching the certificate to the employee's timesheet. The timesheet shall record the time off as regular hours worked.
9. a. A Unit employee may establish a Reserve Leave Fund (RLF). The Unit employee may accumulate up to 1560 hours in the RLF. Employees assigned to a shift schedule may accumulate a maximum of 1560 hours in the RLF of paid leave for severance, sabbatical, or other extended leave purposes.

- b. A Unit employee will have the opportunity, on a periodic basis, to transfer accumulated leave hours into the RLF subject to guidelines established by the City Manager. This benefit does not grant additional paid leave over and above that already earned by the Unit employee but rather allows the employee to preserve hours for long-range planning and use.
10. Unit employees employed in the classifications of Battalion Chief and Assistant Fire Chief, as defined in Government Code section 20425, shall be covered by the 3% at age 50 retirement formula set forth in California Government Code section 21362.2.
11. a. After five regular full-time years of service, a Unit employee may redeem up to forty hours of vacation leave for pay once during each calendar year (24-hour shift employees, 56 hours). After ten regular full-time years of service, a Unit employee may redeem up to eighty hours of vacation leave for pay once during each calendar year (24-hour shift employees, 112 hours). After fifteen regular full-time years of service, a Unit employee may redeem up to one hundred twenty hours of vacation leave for pay once during each calendar year (24-hour shift employees, 168 hours).
  - b. All requests for redemption must be made by the Unit employee in writing on a City form, and submitted to the General Accounting Division (payroll) during the month of July or the month of December. Unit employees will have the option of either selling accrued vacation leave for cash, or placing the monetary equivalent value of the redeemed vacation leave into the City of Oxnard Employees' Thrift Plan (Thrift Plan).
12. The City and the Association agree to continue the Physical Fitness and Wellness Program (Program) to be developed by a committee comprised of representatives of the Oxnard Fire Department and the Oxnard Police Department. Participation in the program by Unit employees shall be voluntary. Each Unit employee shall be eligible for Wellness Reimbursement in accordance with the Administrative Manual Section E-19.
13. The City and the Association agree to continue the Drug and Alcohol Testing Program developed with the Association with respect to Unit employees.
14. All Unit employees hired subsequent to the ratification of this MOU shall be required sign a "Statement of Acceptance" and refrain from using tobacco products as a term and condition of employment and of continued employment. Prior to ratification of this MOU, all Unit employees shall refrain from using tobacco products while on-duty or on City premises. The term on-duty shall be interpreted to mean the hours the Unit employee is working. These hours will be inclusive of breaks and eating periods, irrespective of whether the Unit employee is compensated for such periods. Violation of the Non-Tobacco Use Policy set forth herein may be the basis for progressive disciplinary action if subsequent violations occur within one year of a prior offense.

15. The annual recurring occasions which shall be observed as City holidays for the Unit employees are as follows:

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

16. Unit employees shall be eligible to direct accrued vacation leave, and/or reserve leave to the Thrift Plan.

- a. In addition to the limits established in Section 11 of this MOU, Unit employees shall be eligible to redeem accumulated leave from their RLF. Except upon separation from the City, the total number of hours a Unit employee shall be eligible to transfer to the Thrift Plan, either by transferring hours described in Section 11 of this MOU, or from their RLF, shall be limited to the following:

Employees with 25+ years of service	600 hours
Employees with 20-25 years of service	500 hours
Employees with less than 20 years of service	400 hours

- b. In subsequent years, in addition to any hours redeemed under Section 11 of this MOU, the maximum number of hours Unit employees shall be eligible to transfer to the Thrift Plan in any calendar year either by transferring hours described in Section 11 of this MOU, or from their accrued leave bank(s) shall be limited to the following:

Employees with 25+ years of service	500 hours
Employees with 20-25 years of service	400 hours
Employees with less than 20 years of service	300 hours

- c. The maximum number of hours Unit employees shall be eligible to accumulate in their RLF shall be reduced by the equivalent number of hours transferred to the Thrift Plan from RLF.

## 17. Wages

- a. Effective June 30, 2007, base wages of all Unit employees shall be increased by three percent (3%).
- b. Effective December 29, 2007, base wages of all Unit employees shall be increased by two percent (2%).
- c. Effective May 31, 2008, base wages of all Unit employees shall be increased by three percent (3%).

18. Effective April 5, 2008, the City shall commence contributing on behalf of each Unit employee an amount equal to 1.69233% of his or her base salary to a Post Employment Health Plan (PEHP), as authorized by Internal Revenue Code Section 501(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 Unit employee's W-2 form.

19. The City and the Association agree to ethically and responsibly support this MOU as implemented by the City Council or City Manager and to seek neither increased nor decreased wages or other benefits for the term hereof.

20. Administrative Work Schedule Differential

a. All Unit employees regularly assigned to an administrative work schedule (i.e., a schedule of approximately 80 hours of work per biweekly pay period) shall receive a schedule differential increase equal to five percent (5%) of base wages. This provision does not apply to Unit employees assigned to temporary modified duty.

b. When a Unit employee assigned to an administrative assignment works straight-time overtime in a suppression/shift assignment, such employee shall be paid based upon an hourly rate of pay calculated by dividing the employee's biweekly compensation including this differential by 112 hours (instead of 80 hours).

DATED: December 21, 2007

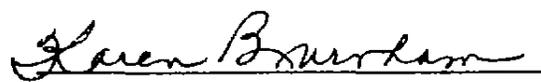
FOR THE OXNARD PUBLIC SAFETY  
MANAGEMENT EMPLOYEES'  
ASSOCIATION - FIRE

  
Michael O'Malia, Battalion Chief

FOR THE CITY OF OXNARD

  
Lino Corona, Human Resources Director

  
Brad Windsor, Battalion Chief

  
Karen Burnham, Assistant City Manager

  
Lynn Hutton, Human Resources Manager