

*MEMORANDUM OF UNDERSTANDING*  
*between*  
*CITY OF OXNARD*  
*and*

*LOCAL 1684, INTERNATIONAL*  
*ASSOCIATION OF FIREFIGHTERS*  
*AFL-CIO*

*FISCAL YEARS*

*July 1, 2008 THROUGH June 30, 2014*

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PREAMBLE

A. Introduction

1. This Memorandum of Understanding (MOU) memorializes the wages, hours and other terms and conditions of employment of employees in the Fire Unit (Unit) (employees occupying positions in the classifications of fire captain, fire engineer, fire fighter, fire inspector and environmental specialist I and II) which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard (City) and Local 1684, International Association of Firefighters, AFL-CIO (Union) and which will be recommended to the City Council for adoption for the term of July 1, 2008 through June 30, 2014.
2. The matters presented herein, determined through extensive negotiations between the representatives of the Union and City Manager, are considered equitable by such representatives and are recommended for ratification by the City Council.
3. The following items, together with those wages, hours and other terms and conditions of employment which are not changed by this MOU, shall constitute the wages, hours and other terms and conditions of employment of Unit employees until such matters are changed or otherwise modified which, in no event, shall occur prior to the expiration of this MOU, except as otherwise provided herein. Following the expiration of this MOU, City shall not change or modify the wages, hours or other terms and conditions of employment of Unit employees without first meeting and conferring in good faith with Union to the extent required by law.

The representatives of the City Manager and Union hereby agree:

B. Wages, Hours and Terms and Conditions of Employment

1. Adjustment in Wages

- a. There shall be no adjustment in the base wages of Unit employees for fiscal years 2008-2009 and 2009-2010.
- b. With respect to fiscal year 2010-2011, Union shall have the option to reopen this Agreement in January 2011 to compel the City to meet and confer in good faith with respect to compensation only.
- c. With respect to fiscal year 2011-2012, Union shall have the option to reopen this Agreement in January 2012 to compel the City to meet and confer in good faith with respect to any and all subjects regarding the wages, hours and other terms and conditions of employment of Unit employees that are within its scope of representation provided that, at a minimum, Unit employees shall be entitled to have their base wages increased by two percent (2%) effective the first pay period beginning in January 2012.

- d. With respect to fiscal year 2012-2013, Union shall have the option to reopen this Agreement in January 2013 to compel the City to meet and confer in good faith with respect to compensation only provided that, at a minimum, Unit employees shall be entitled to have their base wages increased by three percent (3%) effective the first pay period beginning in January 2013.
- e. With respect to fiscal year 2013-2014, Union shall have the option to reopen this Agreement in January 2014 to compel the City to meet and confer in good faith with respect to any and all subjects regarding the wages, hours and other terms and conditions of employment of Unit employees that are within its scope of representation provided that, at a minimum, Unit employees shall be entitled to have their base wages increased by three percent (3%) effective the first pay period beginning in January 2014.

## 2. Administrative Work Schedules 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 ten percent (10%) of base wages. This provision does not apply to Unit employees assigned to temporary modified duty.
- b. When Unit employees in an administrative assignment work overtime in a suppression/shift assignment, such employees 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). All overtime work performed by Unit employees in a non-suppression capacity shall continue to be paid based upon an hourly rate of pay calculated by dividing such employee's biweekly compensation including this differential by 80 hours.
- c. Whenever a Unit employee is promoted at a time he or she is regularly assigned to an administrative work schedule and is receiving the administrative schedule differential, he or she shall be placed at the pay step attributable to the promoted classification that affords at least a 5% increase over the sum of the base salary plus the administrative schedule differential he or she was earning immediately preceding the promotion.

## 3. Retirement

- a. City shall continue to report to the Public Employees Retirement System (PERS) as compensation earnable pursuant to Government Code section 20636(c)(4) City's payment of required employee retirement contributions to PERS. Union agrees that any future wage comparison involving base wages would include the cost of this change in benefit as part of base wages of Unit employees.

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- b. City shall continue to cause the pensions of all Unit employees to be calculated based upon the 3% at age 50 retirement formula set forth in Government Code section 21363.2.
- c. Effective June 30, 2007, the City shall commence contributing on behalf of each Unit employee an amount equal to 1.6923% 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.

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

Upon separation, all Unit employees shall contribute the value of the same percentage of annual leave and/or sick leave to the PEHP. The applicable percentage shall be determined annually by City and Union.

#### 4. Life Insurance Premiums

City shall continue to pay 100% of the premiums for Unit employee-only coverage under the existing level of benefits for life insurance.

#### 5. Health Insurance Premiums

- a. City shall continue to contribute the amount required under Government Code section 22892 toward the payment of premiums under City's health insurance plan on behalf of each Unit employee and, to the extent required by law, each eligible retiree. Nothing in this paragraph 5 shall have any bearing on the issue of whether the selection of available health insurance carrier(s) by City is a required subject of the "meet and confer in good faith" process.
- b. City shall continue to contribute \$112.39 biweekly per Unit employee towards City's health insurance reimbursement plan (Cafeteria Plan).
- c. City shall continue to contribute \$30.83 biweekly per Unit employee towards City's dental insurance reimbursement plan (Cafeteria Plan).
- d. City and Union acknowledge that the Cafeteria Plan is primarily designed to provide health and dental insurance benefits to Unit employees. Nevertheless, if a Unit employee provides acceptable verification of alternative health insurance or dental insurance coverage to City, the Unit employee may receive a cash payment to the extent that when added to the employee's other insurance selections the cash payment does not exceed the available Cafeteria Plan dollars provided by City.

## 6. Driver's License

- a. Unit employees hired by City on or after November 24, 1994, shall continue to be required, prior to the completion of their probationary period, to secure from the Department of Motor Vehicles either (1) a Firefighters' Class "B" Driver's License or (2) a Class "B" Driver's License with the endorsements necessary to allow the Unit employee to operate a fire engine and ladder truck.
- b. (1.) Unit employees employed by City prior to November 24, 1994, who are not required to possess either such driver's license described above as a condition of performing the duties of their classifications may volunteer to obtain either such driver's license. In the event that the Fire Chief or his/her designee ("Fire Chief") determines that there are not sufficient volunteers available to satisfy the needs of the Fire Department, the Fire Chief may require all Unit employees who do not possess either such driver's license to make every effort to secure one.
  2. Those Unit employees who attempt in good faith to acquire either such driver's license but are unsuccessful shall not suffer any adverse consequences as a result of their inability to obtain either such driver's license, other than being precluded from performing duties which require possession of either such driver's license. Unit employees who presently or hereafter possess either such driver's license shall make every effort to maintain either such driver's license.
- c. City shall continue to pay all attendant costs incurred by Unit employees in applying for, procuring and maintaining either such driver's license described above, including any required medical examination or application fees.

## 7. Alternative Duty

- a. Upon submission of medical documentation that a Unit employee is unable to temporarily perform firefighting duties due to an injury or illness, the Fire Department will continue to provide, at the Unit employee's request, alternative duty. Alternative duty shall be limited to that which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the Fire Department. Alternative duty assignments are to be of a temporary nature not exceeding 180 consecutive calendar days. Any extension of alternative duty may be granted after a review of the Unit employee's medical condition by the treating medical provider and the Fire Chief.
- b. Once a Unit employee has been medically certified by a medical provider as fit for full duty, that employee will be returned to the employee's former position and team to which the employee was assigned prior to the temporary disability, unless in the interim the Unit employee has been promoted.

8. Longevity Pay

- a. The City shall provide longevity payments in the following percentages of base wages to employees that have completed the following number of years of service with the City:

<u>Years of Service Completed</u>	<u>Percentage Bonus</u>
5 but less than 10	1%
10 but less than 15	2%
15 or more	3%

- b. These bonus payments are not cumulative so that, for example, an employee who has completed 12 years of service shall be entitled to 2%, not 3%.

9. Overtime Compensation

- a. Each Unit employee assigned to fire suppression duties shall be entitled to premium overtime compensation at the rate of one and one half (1.5) times the employee's regular rate of pay, as that term is defined in the Fair Labor Standards Act (FLSA), for all time worked or deemed to have been worked in excess of 182 hours in a 24 day work period.
- b. All other Unit employees shall be entitled to premium overtime compensation at the rate of one and one half (1.5) times the employee's regular rate of pay, as that term is defined in the FLSA, for all time worked or deemed to have been worked in excess of 80 hours in a 14 day work period. The compensation shall be provided in the form of a cash payment unless the employee requests that it be provided in compensatory time off, which shall be subject to a maximum accumulation of forty (40) hours.
- c. For the purpose of determining overtime, the words "deemed to have been worked" shall include all paid leave time, such as annual leave, holiday leave, sick leave, release leave for Union business, jury leave, bereavement leave, and military leave; except compensatory time off.
- d. A Unit employee shall not be entitled to any premium overtime compensation during any work period in which that employee has not actually worked, even though the employee has been deemed to have worked, because of paid leaves of absence, in excess of either 182 hours in a 24-day work period or 80 hours in a 14-day period, whichever is applicable to that employee, unless the employee has used 182 or more hours of injury leave pursuant to California Labor Code section 4850 in a 24-day work period or 80 hours in a 14-day work period, whichever is applicable to that employee.
- e. Employees in the classification of Fire Inspector who are placed in a stand-by status on a recognized holiday shall receive eight (8) hours of premium overtime compensation for each full holiday and four (4) hours of premium overtime

compensation for each half-holiday irrespective of whether or not they have been called back to service.

## 10. Overtime Assignment Policy and Procedures

If staffing situations arise that are not listed in this policy, the on duty Battalion Chief shall be consulted. The Battalion Chief will make every effort to follow the intent of this policy. Occasionally situations may arise that will cause the Battalion Chief to vary from this policy in order to accomplish the objective of filling a position. The Battalion Chief will attempt to find the fairest solution possible given the circumstances.

### STAFFING RULES

#### Annual Leave

Annual Leave selections take place in October for the upcoming year. After December 1st employees may request additional annual leave through Telestaff for the following year. If the maximum number of employees specified in paragraph 17(g) are already off, Telestaff will notify you that it is unable to take your request. When annual leave is cancelled by an employee and the maximum number of employees were off that day, the day will be put out to bid by the Staffing Captain via e-mail. Employees who want to request that day shall go to the Telestaff roster and use the "Bidding for annual leave" code. At the close of the bid period (usually two weeks) the Staffing Captain will award the annual leave to the employee with the most seniority in the department requesting the time off. Days which do not have the maximum number of employees off will become available through Telestaff without notification. When requesting annual leave through Telestaff, it will warn you that it needs to be approved. Telestaff will automatically approve the request that day.

Employees who determine they don't want to use assigned annual leave shall cancel it as soon as possible. Telestaff will hire for your vacancy 28 days before it takes place. A cancellation after that time will affect the person who took your vacancy. Staffing Captains shall not freeze vacancies from the hiring process while an employee decides whether they want to keep assigned annual leave.

Coverage will be rank for rank. Station 7 vacancies will be filled with Haz Mat qualified personnel only. Filling a vacancy with acting personnel is allowed for periods of 12 hours or less if necessary.

#### Transfers

When employees transfer to another shift, they carry their assigned annual leave to the new shift regardless if it creates a person in excess of the maximum number

of employees specified in paragraph 17(g) on annual leave. If an employee cancels annual leave in this situation the annual leave shall not go out to bid unless there are less than the maximum number of employees on annual leave.

#### Brush Fire Response

24 hour overtimes received while on a brush fire or other emergency will place the employee at the bottom of the pick list.

#### Family Sick Leave

Shift employees are eligible to use up to 67 hours of family sick leave per year. An employee is eligible to work overtime the day after using family sick leave. Telestaff tracks the family sick leave used annually and will not allow excessive use. Employees may notify Telestaff of family sick leave between 1600 hrs the day before and 0629 hrs the morning of the shift. Notification of family sick leave outside of these hours shall be done through the Duty Chief.

#### Fatigue (Consecutive Hours Worked)

An employee shall not work more than 120 hrs in any 132 hour period. Telestaff will analyze rosters prior to offering an overtime to ensure that the employee will not exceed this standard. Employees will not be mandated if doing so will cause the employee to work more than 120 hours in a 132 hour period.

#### Hiring Order

When Telestaff hires for multiple openings on a single day it starts with openings at Station 7 and works down to Station 1.

#### New Employees

Employees will be automatically added to the overtime list when they are considered manpower. The employee must notify the Department if they want to be excluded from the list.

#### Holiday Volunteer List

For Thanksgiving, Christmas Eve, Christmas, New Years Eve and New Years Day, a request will be sent out by the Staffing Captains for volunteers to work if any unfilled openings exist after Telestaff hires on the 28th day out (or the first night of the hiring process if less than 28 days) for these holidays. If an opening is unfilled, the next day the Staffing Captain will use the volunteer list to fill existing openings. Volunteers will be selected according to the pick list order. Volunteers are not moved on the overtime list. Do not put signup codes in Telestaff for the holiday if you want to volunteer. Only use signup codes when

you want to assure yourself that you will be selected before volunteers. If Telestaff selects you with a signup code, normal movement on the overtime list will occur. Any vacancy that exists after Telestaff hires and the volunteer list is exhausted will be mandated the following day.

#### Injury Leave and Extended Sick Leave

If an employee is on injury or extended sick leave, they are not eligible for overtime. Telestaff will only offer overtime after the date of the doctors estimated length of disability. During this period of disability, a "Do Not Call" status shall be entered in Telestaff by the Staffing Captain. The employee shall be responsible for keeping the Department and Staffing Captains informed of their status. Employees shall remove sign up codes entered during the anticipated injury or sick leave period so that overtime can be assigned properly. Employees anticipating a longer period of disability than the doctor release states should contact the Staffing Captain to have a "Do Not Status" placed on their calendar to cover the expected length of disability. This will stop Telestaff from calling the employee until they are ready to come back to work.

#### Mandates

If an opening is not filled by volunteers, the department, in order to maintain proper staffing levels, shall mandate an employee to work. A separate mandate list is maintained in Telestaff. If an employee is mandated to work, they shall move to the back of the mandate list unless the mandate was due to emergency operations. An employee who is promoted will be placed on the mandate list according to their previous mandate history.

New employees are placed at the front of the mandate list. Vacancies that continue to exist after one hiring process will be filled by a mandate the next day. There is no minimum time limit for a mandate.

Employees will not be mandated more than once in a two week period. Employees on the overtime list will be mandated before employees who don't work overtime. An employee who has been on the overtime list for at least six calendar months will stay on the mandate list until the end of the year. An employee will not be mandated while on annual leave. For mandate purposes, annual leave will be the period of time from the last regular day worked until the first regular day back on duty.

If these mandate rules must be broken because there are not any employees eligible to mandate, the rules will be broken in this order; the two week rule, employees not on the overtime list, fatigue rule, vacation leave.

An employee working emergency callback overtime shall be credited with a minimum of two-hours of overtime per emergency callback.

## Notification

When an employee uses a sign up code and Telestaff assigns overtime to them, Telestaff notifies them and requests they acknowledge the message. It is not asking you to work. You have already stated your desire to work by putting a sign up code in Telestaff.

## Opportunities

If there is an opening for the next shift at 1830 hrs or 1930 hrs and you do not have a sign up code Telestaff will call and advise you of an opportunity to work. Telestaff is asking you if you want to work. You may turn it down without being rotated on the list. At 0630 hrs, regardless of sign up codes, you will be given the opportunity to work, Telestaff does not assign overtimes during this hiring process. If you missed the phone call, you may call Telestaff to see if the opportunity is still available.

## Overtime Cancellation

Employees who cancel assigned overtime shall be rotated on the list as if they worked the assigned overtime. Employees whose overtime has been canceled by the department shall be placed on the overtime list relative to their previous overtime history at the time of the overtime assignment.

## Partial Overtimes

Overtime assignments less than 24 hours shall be a partial shift. So that employees can pick full (24 hour) overtimes first, Telestaff hires for partials the night before, after all full overtimes have been filled. Employees who want to work a partial should use the "Partial Shift" work code prior to 1930 hrs the night before. When two or more partial shifts occur on the same day at the same rank, even if they are consecutive, they will be treated as separate overtime openings. Partial overtime assignments do not rotate the employee to the back of the list. 24 hour overtime assignments shall rotate the employee to the back of the overtime list.

## Promotions

After an employee is notified of their upcoming promotion, they are eligible to work overtime in their current rank until the day of their promotion. Telestaff will offer the employee overtime at their new rank starting on the promotion date. This will happen during the 28 day cycle before the employee has been promoted to their new rank. Any overtimes already assigned at the old rank which occur after the promotion date will be canceled and the employee will be placed on the overtime list according to previous overtime history. The employee's overtime

history will determine their placement on both overtime lists. A recently promoted employee has up to six months to pay back shift trades with other employees in their previous rank. Staff personnel may work overtime in fire suppression at the rank previously held prior to the staff assignment.

#### Shift Trades

Shift trades of regularly scheduled work periods between two employees of the same rank are allowed. The employee who will be reporting to work that day is responsible for entering the trade in Telestaff. This shall be done before 0730 hrs the morning of the trade. Because accurate rosters are important to the safe operation of the fire department, trades not reported before 0730 hrs must be reported to the Duty Chief.

An employee who has taken the day off with a trade is not eligible to work overtime on that day. An employee working a shift trade can not move to an open overtime spot. Once the overtime is filled the overtime employee can mutually agree to switch with the person working the shift trade. An employee who is off on a shift trade is not eligible to be mandated for that day.

#### Sick Leave

Annual leave includes sick leave but is tracked as a separate status in payroll and Telestaff. Employees can notify the department that they are ill by using Telestaff or calling the Staffing Captain between the hours of 1600 hrs the day before and 0629 hrs the day of the shift. Sick leave notification outside of these hours shall be done through the Duty Chief. An employee is not eligible for overtime for the next 24 hours after the sick leave shift.

#### Switching Overtimes

Trading overtime shifts occurring on different days will be allowed on a trial basis.

Both employees must have assigned overtimes to switch. An employee shall not switch an assigned overtime for an unassigned overtime in the future. Employees may trade overtime assignments that occur on the same day. The Staffing Captain shall be notified of the changes before 0730 hrs the morning of the shift.

When an employee has someone work part of their overtime, each employee gets paid for the time they worked.

#### TELESTAFF STAFFING TIMELINE

##### 0800 Hrs

Shift change takes place at 0800 hrs. 24 hour vacancies hired before 0800 will result in movement on the overtime list regardless if the employee reports to work

by 0800. Employees called after 0800 for that shift will not move back unless the employee was already at work and receives 24 hours of pay.

#### 1830 Hrs

Telestaff hires for 24 hour openings for the next day. It uses the pick list and assigns the overtime if the employee has a signup code or calls them and offers the overtime if they do not have a signup code.

#### 1900 Hrs

Telestaff fills openings that occur within the next 2-28 days (up to four weeks from this evening) using sign up codes entered by employees on their calendars. By entering these codes the employee is notifying the Department that they are willing to work. Employees should remove sign up codes from days they become unable to work before Telestaff hires. If an employee is unable to work an overtime they have been assigned they must notify the Staffing Captain to have their name removed. A penalty is assessed which places the employee on the overtime list (pick list) as if they had worked the overtime.

#### 1910 Hrs

Telestaff starts the notification process by calling everyone who was assigned overtime at 1830 and 1900 Hrs. During each calling cycle Telestaff will attempt to contact you three times. If you are on duty it will call you at work and if it is unable to reach you it will call your first contact phone number and then at work a few minutes later. If you are off duty it will call your first contact number, your second contact number and then return to your first contact number. Telestaff is calling to notify you of your overtime and have you acknowledge your overtime assignment. Telestaff will also call people who have not acknowledged previous overtime assignments. If Telestaff has not made contact with you by phone of your assignment the next time you log in by computer Telestaff will have you acknowledge your overtime assignment

#### 1930 Hrs

Telestaff hires 24 hour openings for the next day that have appeared since 1830 hrs or are still unfilled. It uses the pick list and assigns the overtime if the employee has a signup code or calls them and offers the overtime if they do not have a signup code. If there is still an opening for the next day after the 1930 hrs hiring process the Staffing Captain will use the Mandate List to put an employee on standby mandate status. Employees who are on standby mandate can not leave work without the approval of the Staffing Captain. The Staffing Captain will notify the employee the next morning of the standby mandate status after he has determined whether the opening was filled without the use of a mandate.

#### 1935 Hrs

Telestaff hires next day partial shift overtimes. Employees with partial shift signup codes are grouped at the top of the hiring list and assigned the overtime. If

there are no partial shift signup codes, employees will be called and offered the overtime.

2000 Hrs

Telestaff calls people who were assigned overtime at 1930 hrs and any outstanding overtime assignments that have not been acknowledged.

2130 Hrs

Phone notifications from Telestaff stop until the next morning at 0630 hrs.

0630 Hrs

All requests to Telestaff for sick leave, family sick leave and annual leave should be in before this time for the next shift. All overtime personnel for the next shift should have acknowledged their assignment in Telestaff. If they have not acknowledged the assignment their name will be removed and an overtime penalty assigned for unacknowledged 24 hour shifts. Telestaff will begin the automated process of hiring for the shift that starts at 0800. Telestaff will call everyone eligible to work and offer the assignment to them. This request can be accepted or turned down without penalty. Telestaff will call employees who have signed up first then everyone else. The shift starts within 1 1/2 hours so this process takes place quickly with little time between phone calls. Also because this is an automated offer without human involvement, employees not available by phone may miss this last minute opportunity to work. If you missed the phone call you can call Telestaff to see if the opportunity is still available.

0730 Hrs

If an opening still exists for today, the Staffing Captain will mandate an employee to fill the spot.

0740 Hrs

The roster should be complete. All stations may now print a roster for the next shift.

## 11. Acting Pay

Employees who are acting in a higher classification shall receive the following additional compensation per hour during such acting assignment. Acting assignments shall not be scheduled for more than half of a 24 hour shift.

<u>Employee's Regular Assignment</u>	<u>Employee's Acting Assignment</u>	<u>Acting Pay Per hour</u>
Firefighter	Fire Engineer	\$0.42
Firefighter	Fire Inspector	\$0.42
Firefighter	Squad Driver	\$0.42
Fire Engineer	Fire Captain	\$0.58
Firefighter	Fire Captain	\$0.92
Fire Captain	Battalion Chief	\$1.25

## 12. Bilingual Pay

- a. City shall provide bilingual premium pay of twenty dollars per biweekly pay period for designated qualified Unit employees as currently defined below, subject to annual review.
- b. Purpose  
To establish guidelines and procedures for implementing the Bilingual Pay provisions of the Personnel Rules and Regulations and Memorandums of Understanding.
- c. Authority  
Section IV, Article 14 of the Personnel Rules and Regulations and applicable articles of Memorandums of Understanding are the authority for Bilingual Pay.
- d. Criteria  
The following criteria shall be used in evaluating a Bilingual Pay request:  
  
The employee's assigned duties must involve regular and frequent use of bilingual skills in oral communication. Regular and frequent means using the skill on the average of at least once per workday. All employees who have bilingual skills are not automatically entitled to bilingual pay.

The employee must be fluent in English and Spanish.

The total number of positions for which bilingual pay will be approved is generally limited to two positions per program.

An exception may be considered for programs where bilingual services must be provided beyond the normal eight-hour workday or five-day workweek.

e. Procedures

The program leader shall complete a Bilingual Pay form for each employee identified to receive bilingual pay.

The Human Resources Department or their designee shall conduct a bilingual skills examination to determine that the employee is fluent in English and Spanish.

Where several employees equally qualify for nomination, the bilingual pay benefit may be rotated on a semiannual basis.

13. Standby Compensation

Each Unit employee who has been placed in a stand-by status shall be entitled to stand-by pay in the amount of \$2.00 per hour for all time spent in that status.

14. Tuition Reimbursement

- a. City shall pay up to fifty percent of the costs of tuition, registration fees, laboratory fees, and books to a maximum of two hundred dollars per Unit employee per City fiscal year for work-related courses presented by accredited academic institutions
- b. Courses that qualify for this reimbursement are those that directly relate to the Unit employee's duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher.
- c. There shall be no obligation for City to reschedule the work hours of any Unit employee to facilitate attendance at any course of study.

15. Educational Incentive

Each Unit employee who has earned an Associate Degree (A.A or A.S.) shall be entitled to educational incentive pay equal to two and one-half percent (2½%) of base wages and each employee who has earned a Baccalaureate Degree (B.A. or B.S.) shall be entitled to educational incentive pay equal to an additional two and one-half percent (2½%) for a total of five percent (5%) of base wages.

16. Emergency Response Time

Unit employees shall continue to reside at a location that would enable Unit employees to respond in an emergency to their work location within ninety (90) minutes or less based upon customary safe driving time and conditions.

17. Annual Leave

a. City shall provide annual leave benefits to Unit employees as follows:

- (1) Commencing effective November 5, 2005, full-time regular Unit employees no longer accrued vacation, holiday or sick leave benefits except that non fire suppression employees continued to receive paid holidays in addition to the annual leave described below. Instead, such employees accrued annual leave for each biweekly period of service or major fraction thereof based upon years of service as set forth in the following tables:

**FIRE UNIT (SHIFT/SUPPRESSION)  
ANNUAL LEAVE RATES**

<b>Years of Service</b>	<b>Months of Service</b>	<b>Biweekly Accrual</b>	<b>Annual Accrual</b>	<b>Maximum Accrual as of Dec. 31<sup>st</sup></b>
<5	0-59	13.41	348.56	1219.95
5-6	60-71	13.84	359.74	1259.08
6-7	72-83	14.27	370.92	1298.21
7-8	84-95	14.70	382.10	1337.34
8-9	96-107	15.13	393.28	1376.47
9-10	108-119	15.56	404.46	1415.60
10-11	120-131	15.99	415.64	1454.73
11-12	132-143	16.42	426.82	1493.86
12-13	144-155	16.85	438.00	1532.99
13-14	156-167	17.28	449.18	1572.12
>14	168+	17.71	460.36	1611.25

**FIRE UNIT (NON-SHIFT/ ADMINISTRATIVE)  
ANNUAL LEAVE**

<b>Years of Service</b>	<b>Months of Service</b>	<b>Biweekly Accrual</b>	<b>Annual Accrual</b>	<b>Maximum Accrual Dec. 31<sup>st</sup></b>
<5	0-59	6.04	157.04	549.64
5-6	60-71	6.35	165.10	577.85
6-7	72-83	6.66	173.16	606.06
7-8	84-95	6.96	180.96	633.36
8-9	96-107	7.27	189.02	661.57
9-10	108-119	7.58	197.08	689.78
10-11	120-131	7.89	205.14	717.99
11-12	132-143	8.20	213.20	746.20
12-13	144-155	8.50	221.00	773.50
13-14	156-167	8.81	229.06	801.71
>14	168+	9.12	237.12	829.92

(2) Except as provided below, if a Unit employee accrues the maximum level of annual leave, such employee shall no longer be entitled to accrue additional annual leave until such time as his/her accrued annual leave is below the applicable maximum, unless an employee is temporarily disabled and receiving benefits under Labor Code section 4850 in which case the employee shall continue to accrue hours past the established maximums while in that capacity. In the situation described above, the employee who is receiving benefits under Labor Code section 4850 shall have all hours earned that are above the maximum maintained in such employees' annual leave bank for up to one (1) year, following his/her return to work after which the above accrual limits will be reinstated.

b. A Unit employee may redeem accrued annual leave for cash once during each calendar year by submitting a written request to the General Accounting Division (Finance/Payroll) during the month of July or December according to the following table:

<b>YEARS OF SERVICE</b>	<b>MAXIMUM ANNUAL LEAVE REDEMPTION HOURS (ADMINISTRATIVE WORK SCHEDULE)</b>	<b>MAXIMUM ANNUAL LEAVE REDEMPTION HOURS (SUPPRESSION WORK SCHEDULE)</b>
Greater than 5	40 hours	56 hours
Greater than 10	80 hour	112 hours
Greater than 15	120 hours	168 hours

- c. If a Unit employee separates from service, the employee shall be paid for accrued annual leave to which the Unit employee is otherwise entitled at his/her then current hourly rate of pay including any longevity pay, educational and incentive pay and bilingual pay being earned as of the effective date of separation from City service.
- d. Sick leave benefits accrued by Unit employees as of November 5, 2005, shall be addressed as follows:
  - (1) Such 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 November 5, 2005.
  - (2) Such current sick leave accruals and/or current annual leave accruals may be used as donations to a sick leave bank established by City for another City employee.
  - (3) City will redeem fifty percent (50%) of such current unused or unredeemed sick leave accruals, not to exceed 1344 hours, upon any separation from service to those employees with a minimum of five years of regular full-time service, at time of separation, at his/her then current hourly rate of pay including any longevity pay, educational and incentive pay and bilingual pay being earned as of the effective date of separation from City service.
  - (4) All vacation leave and holiday leave benefits accrued by Unit employees as of November 5, 2005, were transferred into their annual leave accrual banks.
- e. Unit employees are eligible for their first annual leave day when they have completed one month of continuous service, provided they have a regular position.
- f. Unit employees will indicate their annual leave selections by submitting written requests listing their 12 selections in order of preference. The Fire Chief will allocate annual leave periods by seniority.
- g. To enable all Unit employees to receive the number of annual leave hours to which they are entitled, up to four employees in the classification of Fire Fighter from the same shift may be on scheduled annual leave simultaneously during the year provided, however, that no more than three employees in the classifications of Fire Engineer and Fire Captain may be on scheduled annual leave at any one time.
- h. Regular scheduled annual leave will not be altered unless unusual conditions exist and/or an emergency occurs and all Unit employees are required to be available for work.
- i. The vacation leave and holiday leave selection procedure shall reflect that:

(1) Each Unit employee shall have the right to select vacation leave benefits equal to his or her annual accrual rate before any other employee may select vacation leave benefits in excess of his or her annual accrual rate.

(2) Each selection shall be confined to one block of consecutive shifts.

j. All non-fire suppression employees shall receive the following paid holidays:

New Year's Day  
Presidents' Day  
Cesar Chavez Day  
Good Friday (1/2 Day)  
Memorial Day  
Independence Day  
Labor Day  
Admissions Day  
Veterans' Day  
Thanksgiving Day  
Christmas Eve (1/2 Day)  
Christmas Day  
New Year's Eve (1/2 Day)

#### 18. Bereavement Leave

- a. Shift employees are entitled to up to 48 hours (2 shifts), and non-shift employees are entitled to take up to three days of leave of absence with pay, as necessary, on the death of any member of his/her immediate family. Immediate family shall include the following individuals related to the employee or the employee's spouse by reason of bloodline, adoption or foster care: parents, grandparents, spouse, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), step child(ren), step grandchild(ren), and any blood relative(s) living in the immediate household.
- b. Immediately upon return from bereavement leave, the employee shall furnish to the City some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be considered leave without pay.

#### 19. Military Leave

- a. Unit employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code.
- b. Unit employees will be paid 100% of their assigned daily wage for the first 30 days of military leave. For the next eleven months the City will supplement the Unit employee's military salary to maintain the Unit employee at the same assigned daily

rate of pay on the date of deployment. After 12 months Unit employees are able to use accrued leaves to maintain them in paid status. Once these leaves are exhausted the Unit employee will have job protection as defined in the California Military and Veterans Code.

## 20. Hours of Work and Work Schedule

- a. Unit employees assigned to fire suppression duties shall continue to be scheduled to work in 24-hour shift increments, with each shift commencing at 8:00 a.m., on a three platoon "4 to a 4, 4 to a 6" cycle that causes them to be scheduled to work an average of 56 hours per week or eight 24-hour shifts in a 24-calendar day work period, less applicable time off for annual leave, holidays, sick leave and other appropriate leaves of absence.
- b. The position of Administrative Captain shall continue to work a seven-day work schedule consisting of ten-hour work days on Monday through Thursday with Friday, Saturday and Sunday being days off. Each workday shall be scheduled to commence at the same time as every other workday.
- c. Fire Inspectors, the Administrative Captain and Fire Prevention Captains shall be assigned to a ten-hour daily work shift on a schedule that requires them to work four days in a seven-day calendar week. An alternative schedule may be worked if it is mutually agreed upon by the employee and the Fire Chief.

## 21. Jury Duty

If a Unit employee is called for jury duty, he/she shall be granted a leave of absence with pay provided that:

- a. The Fire Chief has been notified by the Unit employee of the jury duty summons.
- b. The Fire Chief could not obtain an excuse for the Unit employee from serving on the jury, in those instances where the employee could not be conveniently spared from his/her City duties at the time.
- c. The Unit employee refunds to the City fees received for jury duty service except travel and actual expense reimbursement.
- d. The Unit employee who is assigned to shift work shall return to his/her shift at the completion of the jury duty assignment each day.

## 22. Consecutive Hours Worked

Except in an emergency situation, a Unit employee shall not be assigned to work overtime or in a special assignment when either would cause the Unit employee to work

more than 120 consecutive hours, recognizing that an employee will be assumed to work all future regularly scheduled hours.

### 23. Transfers

The procedure regarding station assignments or transfers, including selection of the Squad Driver at a station other than the one at which the Hazardous Materials (HazMat) Team is located and assignments to non-fire suppression positions other than Fire Inspector, shall be as follows:

- a. Regular Seniority-Bided Assignments: In the event of a station opening due to the promotion, transfer, demotion, retirement or demise of an employee, which is to be filled by a lateral transfer, such lateral transfer shall be made in accordance with the following provisions:
  - (1) All positions to be filled by lateral transfer shall be announced by email which shall be posted in convenient locations accessible to all employees for a period of at least 15 calendar days.
  - (2) Except as written below, each such position shall be considered open for written bid to the Fire Chief or his designee, by all employees meeting classification requirements.
  - (3) Except as written below, in the event more than one employee submits a written bid to the Fire Chief or his designee, the position shall be filled by the bidding employee with the highest seniority in rank.
- b. (1) A new employee or newly promoted employee may displace any employee in his or her classification during the probationary period, provided that no employee may be displaced more than once or for longer than six months during any two-year calendar period. The displaced employee must be on the same shift as the vacancy existing at the conclusion of the bidding process. (2) Any employee displaced as a result of this process will be returned to his or her original assignment upon completion of the displacement period. (3) Employees currently on probation either in a promoted or newly hired status shall be eligible to bid for station assignments pursuant to this provision. (4) Employees, who begin a probationary period after the effective date of this MOU, either in a newly hired or probationary status, will be eligible to participate in this bidding system but will not be entitled to be transferred pursuant to the bid until after the completion of their probationary period.
- c. Fire Chief's Discretion: As pertains to Hazmat Team, Deputy Fire Marshal (Prevention Captain), Administrative Captain, and Staffing Captain, the following provisions shall be applicable:

- (1) Assignment of employees to the Hazmat team, Deputy Fire Marshal, Administrative Captain or Staffing Captain must be made from among employees who have submitted a bid. The Fire Chief may select any of the employees who submitted a bid, as long as three or more qualified bids are received.
- (2) When the number of employees who have submitted a bid for the assignment is less than three, the Chief may elect to assign an employee who has not submitted a bid to fill the vacancy, provided that such selection must be made from among employees in the same classification and on the same shift as the vacant position.
- (3) Except as provided below, employees who are assigned to the Hazmat Team, Deputy Fire Marshal, Administrative Captain or Staffing Captain shall be allowed to bid for any other vacant position in their classification at any other Station. A vacant position may result from the promotion, transfer, demotion, retirement, or demise of another employee, or because another qualified employee has been designated to replace the employee desiring to transfer out of the Hazmat Team, Deputy Fire Marshal, Administrative Captain or Staffing Captain, thereby creating an opening at another Station. An employee desiring to transfer out of the Hazmat Team, Deputy Fire Marshal, Administrative Captain or Staffing Captain must be allowed to do so within one year after submission of their bid.

#### 24. Hazardous Materials Team Incentive Pay

To support and encourage maintenance of a trained and dedicated Hazmat Team for the City, incentive pay in an amount equal to 5% of the employee's base wages will be added to the base wages of all Fire Chief designated Hazmat certified Fire Department personnel assigned to the Hazmat Team and incentive pay in an amount equal to 2.5% of the employee's base wages will be added to the base wages of all suppression personnel who are certified and choose to participate in the Hazmat Team pool, provided that those individuals must perform all reasonable acts necessary to maintain that certification.

#### 25. Staffing Captain

The Staffing Captain will earn an incentive pay in an amount equal to 5% of the employee's base wages. This incentive pay will be added to the base wages of this position. The Fire Chief will have the right to select the employee pursuant to the provisions of Section 23 c.

#### 26. Grievance Procedure

A. Any employee with a grievance may first take it up with his or her Battalion Chief or department director. The grievance shall be submitted and processed on an appropriate form supplied by the City, the contents of which shall be mutually agreed upon by the City and the Union. The grievance shall be presented within 21 calendar days after the facts underlying the grievance occurred, or within 21 calendar days after the grievant, through the

exercise of reasonable diligence, should have learned of the existence of the facts underlying the grievance, whichever occurs later.

If the grievance is not resolved at this level within 21 calendar days after the time it was presented, the grievance may be brought before the City Manager. The grievance shall be presented to the City Manager in writing by completing the appropriate form within 14 calendar days after the response by the person to whom the grievance was initially presented, if no such response is received within 21 calendar days after the grievance was first presented, within 14 calendar days following the expiration of that 21 calendar day period.

The City Manager or his designee shall meet with the grievant and the grievant's representative, if any, within 14 calendar days following receipt of the written grievance by the City Manager. Within 21 calendar days following that meeting, the City Manager or his designee shall forward to the grievant a written response.

Department directors are specifically instructed to listen to employee grievances. If such grievances cannot be resolved at the department level, the department director is instructed to assist the employee in presenting the grievance to the City Manager.

With respect to any grievance which alleges a violation of the express terms of the effective Memorandum of Understanding, if the response of the City Manager or his designee does not result in a resolution of the grievance, the grievant may appeal the grievance to advisory arbitration by presenting to the City Manager or his designee within 14 calendar days following the receipt of his response, a written request by completing the appropriate form to present the matter to advisory arbitration. If the City Manager and the grievant cannot agree upon the arbitrator within a reasonable time, either party may request the State Conciliation Service to submit a list of seven arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from the list until one name remains, which person shall become the arbitrator. The party who strikes the first name shall be determined by the flip of coin or other similar device. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

1. The arbitrator shall be bound by the language of the MOU and City and departmental rules and regulations consistent therewith in considering any issue properly before him.
2. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not so submitted to him.
3. The arbitrator shall be bound by applicable Federal, State and City law.

4. The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to twenty-one (21) days before the grievance was timely filed.

The arbitrator shall submit findings and advisory recommendations to the grievant and to the City Manager.

The City Manager shall, within twenty-one (21) calendar days of the receipt of the written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

B. The City Manager is also available to confer with any City employee concerning any personal problems, and such conferences are kept strictly confidential. However, employees understand that there can be not secrecy in discussions with the Manager that pertain directly to the employee's job.

C. A grievance, as distinguished from a personal problem, is a complaint, a view, or an opinion pertaining to employment conditions, to relationships between an employee and his supervisor, or to relationships between an employee and other employees.

D. Any employee or groups of employees who present a grievance may do so with freedom from coercion, reprisal, or discrimination.

E. The time periods set forth in this procedure may be waived by mutual written consent of both the grievant and the City.

#### 27. Membership Dues Increase

a. The City and Union agree to honor any membership dues adjustment as certified by an authorized Union official, provided that Union gives written notice of the adjustment to the affected employee(s) ten working days in advance of the beginning of the pay period in which the increase takes effect. The notice shall be accompanied by a statement that the City will honor the requested increase for any employee who does not cancel his/her payroll deduction authorization, and that such failure to cancel will be considered an amendment to the deduction authorization on file. Union must furnish certification to the City that the required notice has been sent.

b. Union agrees that the City assumes no liability on account of any actions taken or not taken pursuant to this section, and that the Union indemnifies and holds the City harmless against all claims and liability therewith.

## 28. Promotional Examinations

- a. Current and future vacancies in the Fire Inspector classification shall be filled by in-house, "closed" promotional examination limited to sworn firefighting personnel employed by the City. In the event there are only two or fewer persons on a resulting eligibility list for a vacant position, the Fire Department may elect to conduct a new "open" examination not confined to sworn firefighting personnel of the City, provided that only sworn firefighting personnel shall be eligible to participate.
- b. Wherever identical grades exist following a promotional examination procedure, names shall be arranged on the resulting promotional eligible list in the order of seniority within the Oxnard Fire Department.

## 29. Labor Management Committee

- a. There shall be a Labor-Management Committee (Committee) consisting of representatives of the Union and representatives of the City Manager and Fire Chief.
- b. The purpose of the Committee is to facilitate positive ongoing labor-management relationships by providing an informal forum for the free exchange of views, and discussions of mutual concerns and problems, as distinguished from meeting and conferring.
- c. Representatives of the Union on the Committee who are Unit employees shall not lose pay or benefits for meetings mutually scheduled during their duty time.

## 30. Drug and Alcohol Testing

### A. Purpose

1. Fire Department employees are frequently required to make decisions involving public health and safety and are required to function in hazardous environments. Additionally, Fire Department employees are entrusted with varying levels of responsibility for the welfare of others, security of information and care of property. Because of these responsibilities, the community has high expectations for the conduct of Fire Department employees. Few persons are given such extensive public trust.
2. The use of alcohol or drugs (including some prescription or over-the-counter medications by Fire Department employees in the workplace may not only adversely affect employee performance but can also impact morale and safety and significantly increase the risk of the City incurring civil liability.
3. Any illegal use of alcohol or drugs by Fire Department employees poses a serious threat to public safety. Therefore, in the interests of the City, its residents, and the

members of the Fire Department, the Fire Department shall implement the following alcohol/drug testing policy and procedures.

4. Aspects of this alcohol/drug testing program shall be conducted on City time and while participating in this program employees shall be paid in a manner consistent with the provisions of the developed Oxnard Fire Department Administrative Policy.

### *B. Employee Responsibility*

1. When reporting for duty, Fire Department employees shall not have any alcohol in their body (i.e., less than .01% blood alcohol). Further, employees shall not consume alcohol or alcoholic beverages while on duty.

2. Occasionally, Fire Department employees will be ordered on a nonscheduled call-out to respond to a situation that cannot be delayed. If the employee has consumed any alcohol within eight hours of the call-out, the employee will inform the appropriate Fire Battalion Chief. If an employee has ingested alcohol but is determined to not be under the influence of alcohol, the employee may be considered eligible to work on a case-by-case basis, at the discretion of the Fire Battalion Chief.

3. Fire Department employees will not ingest any substance at any time that is prohibited by law.

4. Fire Department employees will not report for duty while under the influence of any substance, including prescription drugs, that impairs the employees' judgment, emotional stability or physical ability to the extent that the substance could adversely affect the ability of the employee to satisfactorily perform.

5. Any employee taking any medication marked "do not drive," "do not operate heavy equipment" or similarly labeled, shall inform the appropriate Fire Battalion Chief of the use of the medication prior to reporting to duty.

a. In such cases, the Fire Battalion Chief shall determine whether the employee may work full-duty or light-duty based upon the written opinion of the employee's personal medical provider that the use of the medication will or will not impair the employee's ability to perform specific duties. The Fire Battalion Chief may direct the employee not to respond to the work site or the Fire Battalion Chief may order the employee to return home on the employee's accrued sick leave or accrued vacation leave to be selected at the employee's option. The Fire Battalion Chief has no obligation to provide a full-duty or light-duty position.

b. In the event that the employee's personal medical provider provides a written opinion that the use of the medication will not impair the employee's ability to perform specific job duties, the Fire Battalion Chief shall permit the employee to work as scheduled and perform those approved specific job duties.

c. Nothing in this section shall constitute a waiver of an employee's rights under the California Labor Code, the Americans With Disabilities Act, the Public Employees Retirement System statutes or any other similar provision.

*C. Method - For Cause/Accident-Driven Testing*

1. Fire Department employees shall be subject to mandatory alcohol/drug testing, while on duty, based on articulable reasonable symptoms of suspicion. Articulable reasonable symptoms of suspicion means a level of suspicion based upon specific personal observations of a trained supervisor. The observing supervisor shall describe and document the following:
  - a. Personally perceived and specific, articulable observations of the appearance, behavior, speech, body odors or performance of the employee; or
  - b. A violation by the employee of a safety rule or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the observing supervisor and a Fire Battalion Chief to conclude that the use of alcohol or a controlled substance may be a contributing factor; or
  - c. Other physical, circumstantial or contemporaneous indicators of alcohol or controlled substance use by the employee.
2. Suspicion does not constitute reasonable suspicion for purposes of this policy if based solely upon the observations and reports of third parties, or solely upon violation of a safety rule or other unsafe work incident.
3. The observing supervisor must inform the employee to be tested of his or her right to representation prior to any testing. All reasonable accommodations shall be made by the Fire Department to ensure the employee has the opportunity to confer with his or her representative prior to testing.
4. Fire Department employees may be subject to mandatory alcohol/drug testing, while on duty, based on critical incidents involving a vehicle accident resulting in personal injury or property damage reasonably believed by the Fire Chief to be in excess of \$1,000.
5. The test, at the option of the employee's supervisor, will be of breath or urine. If the employee refuses to take the test, the employee will be considered insubordinate and subject to disciplinary action up to and including discharge.
6. Testing procedures and processes related to the "for cause" and "vehicle accident," standards will be consistent with, and subject to limitations of, Section IV below, for urine testing and to Department of Transportation, Federal Highway Administration guidelines for breath testing as those may change from time to time. The

Fire Department will arrange to transport the employee to and from the testing site for an employee to be tested "for cause" or following a vehicle accident.

7. Specimen collection shall be done at a designated facility which is licensed and approved by the Substance Abuse and Mental Health Services Administration (SAMHSA).

*D. Method - Random Testing*

1. Frequency of Random Testing

a. Category One

i. All Fire Department employees hired on or after September 18, 1999, may be tested up to, but not more than, four times in a twelve-month period.

ii. An alcohol/drug test occurring for cause, or due to a vehicle accident shall not count towards these random test frequency limits.

b. Category Two

i. Any Fire Department employee not in Category One who has (1) tested positive for alcohol or drugs on a previous occasion or (2) been convicted of a crime related to alcohol or drugs may be tested up to, but not more than, four times in a twelve-month period for five consecutive twelve-month periods.

ii. A twelve-month period shall be July 1, 1999, through June 30, 2000 and each July 1 through June 30 of succeeding years.

iii. An alcohol/drug test occurring for cause, or due to a vehicle accident shall not count towards these random test frequency limits.

c. Category Three

i. Any current Fire Department employee competing for promotion to the classification of Fire Engineer may be tested one time prior to establishment of a certified promotional list.

ii. This test shall not count towards these random test frequency limits.

d. Among other things, all Unit employees shall be subject to drug testing in accordance with the procedures and subject to the safeguards set forth herein in cases where (1) there exist articulable symptoms or suspicions of substance abuse or (2) the employee has caused a vehicle accident resulting in personal injury or property damage reasonably believed by the Fire Chief or designee to be in excess of \$1,000.

e. City may conduct random drug and alcohol testing up to four occasions per calendar year pursuant to the procedures and subject to the safeguards set forth herein with respect to (1) all Unit employees hired after September 18, 1999; (2) any Unit employee who was tested positive for drugs or alcohol on a previous occasion; and (3) any Unit employee who has been convicted of a crime related to the use of drugs or alcohol subsequent to ratification of this MOU.

f. Any current Unit employee who competes for promotion to the classification of Fire Engineer shall be required to submit to a drug and alcohol test in accordance with the procedures and subject to the safeguards set forth in Exhibit E as part of that examination process only.

### 31. Disciplinary Action Appeals Procedure

#### A. Definition of Disciplinary Action

“Disciplinary Action” is any suspension, demotion, discharge or restriction of access to overtime of regular non-probationary Unit employees taken for punitive reasons.

The Fire Chief may utilize as a form of discipline the penalty of causing an employee to be ineligible for a period not to exceed thirty days for any voluntary overtime assignment. The Unit employee may appeal this discipline in the same manner, and subject to the same hearing rights and procedures, as a dismissal, demotion or suspension.

#### B. Opportunity to Respond and Appeal

Within five calendar days of receipt of an intent to impose disciplinary action, a Unit employee shall be accorded a prompt opportunity to respond orally or in writing to the person proposing the disciplinary action and to the charges constituting the bases for the action.

#### C. Advisory Arbitration

1. Within ten calendar days of the receipt of a notice imposing a disciplinary action, a Unit employee may file a request for advisory arbitration with the City Manager or his/her designee to appeal the disciplinary action.
2. City Manager and the Unit employee, or their designated representatives, shall agree on an advisory arbitrator. If they are not able to agree on an arbitrator within a reasonable time, either the City Manager or the Unit employee may request the State Mediation and Conciliation Service to submit a list of seven arbitrators who have had experience in public sector employee relations. The parties shall select the arbitrator by alternately striking names from a list until one name remains. The identity of the first person striking the first name shall be determined by a coin flip or other random means. Unless agreement is reached on

the name of a specific arbitrator, the last name remaining on the list shall become the advisory arbitrator.

3. The arbitrator so selected shall conduct a hearing as expeditiously as possible at a time and place convenient to the parties.
4. Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and the City Manager.
5. Within forty-five calendar days of the receipt of the written findings, conclusions and advisory recommendation, the City Manager shall determine whether or not to adopt the recommendation of the arbitrator. The City Manager cannot reject the arbitrator's advisory recommendation and impose discipline that has a greater negative financial impact on the Unit employee than the arbitrator's recommendation without first reviewing the entire evidentiary record of the arbitration proceedings.
6. The cost of the arbitrator and other mutually incurred costs shall be borne equally by the Unit employee and City.
7. The time limits expressed herein may be modified by mutual written agreement of the Unit employee and the City Manager.

### 32. Future Meet and Confer Item

City and Union agree to "meet and confer in good faith" with regard to modification of City's Personnel Rules and Regulations. City may not implement any changes in the Personnel Rules and Regulations during the term of this MOU without the concurrence of the Union unless those changes apply uniformly to City employees.

### 33. Uniform Allowance

- a. On the first pay period in the month of October of each year, City shall compensate all active Unit employees an amount of four hundred dollars (\$400) for the purchase and maintenance of incidental uniform items. Active Unit employees are those employees in the Fire Unit in a regular pay status. Employees on a paid leave status or on an unpaid leave status shall be provided this additional compensation upon their return to work in regular pay status. This amount shall be reported to PERS as part of compensation earnable.
- b. In addition to the existing annual uniform allowance, City shall provide Nomex III A aramid or equivalent thermal protective uniforms to Unit employees on an as-needed basis. City shall repair or replace these uniforms as necessary unless the uniforms were lost or damaged through negligence of the employee.

### 34. EMT-D Premium Pay

Each Unit employee who has been certified by City, the State, or a recognized professional organization to perform EMT-D functions, and who maintains that certification, shall be entitled to a biweekly increase of base wages equal to two and one-half percent (2 ½%).

### 35. Release Time for Union Business

- a. Union members shall be authorized to use a total allocation of 400 hours per year of paid release time from duty for the conduct of usual and normal Union activities relating to the employer-employee relationship. For purposes of this Section, a reasonable amount of time spent managing/supervising Union business shall be considered to be an authorized Union activity. A Union member's time spent in labor negotiations shall not be included in this 400-hour allocation. City agrees that Union members may carry over fifty percent (50%) of any unused hours of paid release time from duty remaining at the end of a year for use in subsequent years, subject to a maximum accrual limit of eight hundred (800) hours.
- b. The Fire Department shall maintain complete, accurate, and current records of release time used. No member shall utilize release time for Union activities without prior authorization of the Fire Chief.
- c. If a Union member uses release time under this Section to receive training and such training is creditable by fire safety standards, City may claim credit for such training.

### 36. Employee Thrift Plan

City shall enable Unit employees to participate in the City of Oxnard Employee Thrift Plan.

### 37. Wellness Program

City supports the continuation of the current physical fitness, wellness, light duty and/or a non-tobacco use program consistent with guidelines developed jointly by the International Fire Chief's Association and the Union with respect to Unit employees. City will make every reasonable effort to continue to fund these programs.

### 38. Temporary Relocation

- a. The Fire Chief shall have the right to temporarily reassign a Unit employee assigned to fire suppression duties who works on 24-hour shifts to another fire station for up to ten 24-hour shifts when there is a reasonable suspicion as defined by the Oxnard Fire Department's Administrative Policy No. 1025-0-96, as determined by the Fire Chief that such employee is creating or contributing to a hostile work environment, under the following conditions.
- (1) If more than one Unit employee is suspected of engaging such activity, the determination as to which employee or employees shall be relocated shall be based upon seniority in rank, with the least senior Unit employee being temporarily relocated before a more senior Unit employee;
  - (2) An employee who is temporarily relocated will remain on the same "shift" while being moved to a different fire station.
  - (3) The employee replacing any temporarily relocated employee shall be on the same "shift";
  - (4) In determining which employee on the same shift to replace the temporarily relocated employee, first preference shall be given to volunteers. If there are no volunteers, then the least senior employee in the same classification on the same shift shall be selected to replace the temporarily relocated employee.
- b. During the period of temporary relocation of such Unit employee, the Fire Chief shall conduct an investigation of the matter in expeditious manner.

### 39. Term

This MOU shall be in full force and effect from July 1, 2008 through June 30, 2014.

40. Closure

City and Union agree to ethically and responsibly support this MOU as ratified by the City Council and, except as provided herein, to seek neither increased nor decreased wages or other benefits from the City Council for the term hereof.

CITY OF OXNARD

IAFF LOCAL 1684

\_\_\_\_\_  
Karen R. Burnham  
Assistant City Manager

\_\_\_\_\_  
John Albin  
President, Local 1684 IAFF

\_\_\_\_\_  
Michelle H. Téllez  
Director of Human Resources

\_\_\_\_\_  
Jeffrey Donabedian

\_\_\_\_\_  
Roderick Thorp

Dated: \_\_\_\_\_, 2010

