



Meeting Date: 10/05/10

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input 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, Human Resources Director

Agenda Item No. I-5

Reviewed By: City Manager MMH City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: October 5, 2010

TO: City Council

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

SUBJECT: Memorandum of Understanding with the Oxnard Public Safety Managers' Association OPSMA (Fire Unit)

RECOMMENDATION

That City Council:

1. Adopt a resolution ratifying and implementing a Memorandum of Understanding (MOU) between the City and the Oxnard Public Safety Managers' Association (Fire Unit) commencing July 1, 2008, and expiring on June 30, 2014.
2. Authorize the City Manager to transfer funds between accounts, in amounts to be determined, to implement the terms and conditions of the MOU.

DISCUSSION

Authorized representatives of the City Manager and the OPSMA have negotiated and agreed upon wages, hours and other terms and conditions of employment for City employees occupying classifications represented by OPSMA.

If approved, the MOU will provide the following changes in wages, hours and other terms and conditions of employment:

- The new MOU shall be effective July 1, 2008 and shall remain in force and effect through June 30, 2014.
- Fiscal year 2010-2011, the 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 non-economic issues only.

Memorandum of Understanding with the Oxnard Public Safety Managers' Association OPSMA (Fire Unit)

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- Fiscal year 2011-2012, effective the first pay period in January 2012, Unit employees shall be entitled to have their base wages increased by two percent (2%).
- Fiscal year 2012-2013, effective the first pay period in January 2013, Unit employees shall be entitled to have their base wages increased by three percent (3%).
- Fiscal year 2013-2014, effective the first pay period in January 2014, Unit employees shall be entitled to have their base wages increased by three percent (3%).

FINANCIAL IMPACT

The fiscal year 2011-2012 cost of the MOU is approximately \$13,600 both incrementally and cumulatively. The fiscal year 2012-2013 cost of the MOU is approximately \$20,800 incrementally and \$48,000 cumulatively. The fiscal year 2013-2014 cost of the MOU is approximately \$21,400 incrementally and \$90,100 cumulatively.

MHT

Attachment #1 - Resolution Approving Memorandum of Understanding
#2 - Memorandum of Understanding with OPSMA

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES OCCUPYING CLASSIFICATIONS REPRESENTED BY THE OXNARD PUBLIC SAFETY MANAGERS' ASSOCIATION OPSMA (FIRE UNIT)

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard the recommended Memorandum of Understanding with the Oxnard Public Safety Managers' Association OPSMA (Fire Unit), and

WHEREAS, the Memorandum of Understanding contains negotiated and agreed-upon adjustments to wages, hours and terms and conditions of employment for employees occupying classifications represented by the OPSMA; and

WHEREAS, the City Council has carefully reviewed the Memorandum of Understanding and finds that the approval and implementation of the Memorandum of Understanding is desirable in the interests of maintaining efficient municipal operations.

NOW THEREFORE, the City Council of the City Of Oxnard resolves as follows:

That the Memorandum of Understanding between the City and OPSMA is ratified and staff is directed to perform all acts necessary to implement its terms.

APPROVED AND ADOPTED this 5th day of October, 2010 by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

*MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OXNARD AND THE
OXNARD PUBLIC SAFETY MANAGERS' ASSOCIATION
(FIRE UNIT)*

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

1. The Oxnard Public Safety Managers' 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 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, 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, 2008 and shall expire June 30, 2014.
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. 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.
6. 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.
7. 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.
8. Based upon the semiannual evaluation of performance by the Fire Chief, a Unit employee may be awarded up to one (1) day off every six (6) 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 forwarded. 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. At the discretion of the Fire Chief, unit 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. For purposes of this contract, all OPSMA Fire Unit members shall be considered Mid-Management as defined in the City of Oxnard Administrative Manual Policies E-5, E-19 and any other current policies regarding benefits for Mid-Management employees. If a provision of this contract addresses any of the above listed policies, the MOU shall supersede the existing policy.

11. 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. 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.

12. Annual Leave:

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

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

YEARS OF SERVICE	BIWEEKLY ANNUAL LEAVE ACCRUAL	MAXIMUM ANNUAL LEAVE ACCRUAL
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:

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

b. 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 the employee's accrued annual leave is below the applicable maximum.

c. A Unit 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.

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

FOR 24-HOUR SHIFT EMPLOYEES ONLY:

YEARS OF SERVICE	MAXIMUM ANNUAL LEAVE REDEMPTION HOURS
Greater than 5	56 hours
Greater than 10	112 hours
Greater than 15	168 hours
Greater than 20	224 hours

d. If a Unit 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.

2. Sick leave and vacation leave benefits accrued by Unit employees as of October 6, 2010, shall be addressed as follows:

- a. 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 October 6, 2010.
- b. Such current sick leave accruals may be used as donations to a sick leave bank established by City for another City employee.
- c. City will redeem fifty percent (50%) of such current unused or unredeemed sick and one hundred (100%) for vacation leave accruals, not to exceed 600 hours for each account, upon any separation from service to those employees with a minimum of five 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.

13. The City and the Association agree to continue the Physical Fitness and Wellness Program (Program). Participation in the program by Unit employees shall be mandatory. Each Unit employee shall be eligible for Wellness reimbursement in accordance with the Administrative Manual Section E-19.

14. The City and the Association agree to continue the Drug and Alcohol Testing Program developed with the Association with respect to Unit employees.

15. All Unit employees 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. 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. Employees hired prior to January 1, 1998 are exempted from this provision, but are encouraged to participate.

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

New Year's Day (January 1st)
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 Day (December 25th)

17. 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 12 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 12 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 12 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 12 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.

18. Effective Oct 6, 2010, any unit employee assigned as a Strike Team Leader or Strike Team Leader Trainee shall be paid at one and half time the normal salary for all hours worked in these positions. This pay rate shall apply only to incidents where costs are reimbursed by the State and/or Federal Government.

19. Wages

- a. There shall be no wage increase in the fiscal year 2008 – 2009.
- b. There shall be no wage increase in the fiscal year 2009 – 2010.
- c. There shall be no wage increase in the fiscal year 2010 – 2011, however, at the request of the Association, the parties can meet and confer in January 2011 regarding non-economic issues.
- d. Effective the first pay period after January 1, 2012, Unit employees shall receive a base wage increase of two (2%) percent.
- e. Effective the first pay period after January 1, 2013, Unit employees shall receive a base wage increase of three (3%) percent.
- f. Effective the first pay period after January 1, 2014, Unit employees shall receive a base wage increase of three (3%) percent.

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 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.

Dated this _____ day of _____, 2010.

For the City of Oxnard

For the Association

Karen R. Burnham
Assistant City Manager

Bradley Windsor, Assistant Fire Chief
President, OPSMA

Michelle H. Téllez
Director of Human Resources

