



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: September 13, 2016

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Adoption of (I) Successor Memoranda of Understanding Between the City of Oxnard and (A) Service Employees International Union, Local 721, (B) Oxnard Peace Officers Association, (C) the International Association of Fire Fighters, Local 1684, and (D) Oxnard Public Safety Management Association – Police Unit and (II) a Resolution Approving Paying and Reporting the Value of the Employer Paid Member Contribution to CalPERS for Employees in the Bargaining Units Covered by the Successor Memoranda of Understanding (5/30/35)

CONTACT: Greg Nyhoff, City Manager
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RECOMMENDATION:

That City Council

- 1) Adopt by resolution the attached successor memoranda of understanding (MOU) with the following bargaining units:
 - a. Service Employees International Union, Local 721 (“SEIU”)
 - b. Oxnard Peace Officers Association (“OPOA”)
 - c. International Association of Fire Fighters, Local 1684 (“IAFF”)
 - d. Oxnard Public Safety Managers Association – Police Union (“OPSMA-Police”)
- 2) Adopt a resolution to approve paying and reporting the value of employer paid member contributions for employees in the bargaining units represented by SEIU, OPOA, IAFF and OPSMA-Police

BACKGROUND

The successor contracts that the City has reached with four of its seven represented bargaining units represent the culmination of nearly two years of negotiations during which the City has faced significant fiscal challenges. These agreements, each of which include a net reduction in

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costs during this fiscal year, are consistent with the City's goal - as set forth in this year's budget message - of balancing our need to remain competitive for quality employees with our need to stay within our financial parameters to ensure that the City remains on the road to fiscal health.

The past two fiscal years have been a challenging period for the City of Oxnard. Following an independent organizational review, the City's FY2015-16 budget reflected a structural deficit of over \$12 million. In order to balance its budget, the City implemented significant expense and service reductions and in some cases relied on one-time funding to cover ongoing costs. As a result of the fiscal reset of the FY2015-16 budget, a growing local economy and increases in property taxes, the FY2016-17 budget reflects an effort to stabilize the City's finances, allowing the City to continue working towards its fiscal health goals without incurring additional service reductions that the City believes will negatively impact the community.

These fiscal challenges served as a backdrop to the City's negotiations with its bargaining units. Contracts with two bargaining units - OPOA, and IAFF - expired in mid- to late 2014. The City's contract with OPSMA-Police expired in June 2015 and its contract with SEIU runs through June 2018, with a reopener related to pension contributions that was triggered in January 2016.

One of the City's key goals through these negotiations was for employees to begin paying a portion of their pension costs. The City participates in the California Public Employees' Retirement System ("CalPERS") to provide pension benefits for its regular employees. CalPERS issues valuations each year which detail the annual contributions that the City and its employees are required to make towards pension costs. For "classic" safety employees (*i.e.* those hired prior to January 1, 2013), the required employee contribution is 9% of pensionable income. For "classic" miscellaneous employees, the required employee contribution is 7% of pensionable income. Although these are referred to as "employee contributions," the City and its bargaining units negotiated for the City to pay these amounts on behalf of employees years ago. Currently the City pays 100% of the employee share of CalPERS costs for represented employees hired before January 1, 2013. Employees hired on or after January 1, 2013 are required under the Public Employee Pension Reform Act ("PEPRA") to pay fifty percent (50%) of the normal cost, which is set by CalPERS each year as part of its annual valuation.

Pension costs are a key driver for increases in City personnel costs. Public safety pension costs alone are expected to be \$18 million in FY2016-17, only \$10.3 million of which is covered by Carman override tax revenues. As part of the FY2015-16 budget, the City reduced service levels and did not believe it could sustain further service cuts in FY2016-17. Accordingly, the City refocused its expense reduction efforts on negotiating to have its employees begin paying a portion of their pension costs.

The successor contracts that the City has negotiated with four of its bargaining units achieve this goal. As summarized in greater detail below, each agreement includes a net savings during FY2016-17 through pickup of a portion of the employee share of pension costs by classic employees. The most recent salary increase received by employees in the impacted bargaining

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units was January 2014. By the time employees receive a net increase under the proposed memoranda of understanding, most will have gone over three years without a salary increase. Employees will realize net increases in compensation beginning in FY2017-18, with contracts expiring during FY2018-19. By the end of the contract term, employees in the SEIU bargaining unit will have received a net 2% wage increase and employees represented by OPOA, IAFF and OPSMA-Police will have received a net 3.5% wage increase.

Further, the agreements with OPOA, IAFF and OPSMA-Police include an increase in the City's contribution towards their health benefits. This increase is in recognition of the fact that these bargaining units currently have some of the lowest employer health contributions both within the City and as compared to neighboring jurisdictions. Because health benefits are paid for on a pre-tax basis, the City views the increased contributions as a financially prudent way to augment an important benefit to our employees.

The City's employees have shared the burden of the financial troubles the City has been dealing with over the past two fiscal years. They previously agreed to modification of their leave benefits, have worked with the City to clean up administrative and organizational mismanagement and have gone without salary increases for more than two years, while their colleagues in neighboring jurisdictions began to realize wage and benefit increases as the economy recovered. The successor contracts that the City is presenting to the City Council represent a continuation of this shared burden, with employees making contributions towards their pension costs while at the same time receiving modest wage increases that result in even more modest net increases over the term of the contracts. Adoption of these agreements by the City Council will allow both the City and its employees to continue our progress towards a more stable and bright fiscal future for all.

SUMMARY OF MODIFICATIONS

SEIU:

- Term: Contract Extended through June 30, 2019 (Article 39)
- Pension Contribution: Classic employees will pay the full 7% employee contribution by the end of the contract (Article 6)
 - Effective following City Council adoption: 3% pension contribution
 - Effective July 2017: 1% pension contribution
 - Effective January 2019: 3% pension contribution
- Salary: Wage increases of 9% over contract term (Article 6)
 - Effective following City Council adoption: 2% wage increase
 - Effective July 2017: 2% wage increase

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- Effective July 2018: 2% wage increase
- Effective January 2019: 3% wage increase
- Miscellaneous Terms:
 - Reduction in health benefits to limited benefit employees, consistent with prior Council authority (Article 21)
 - Elimination of language regarding closure of City offices on day after Thanksgiving (Article 29)
 - Addition of one floating holiday, to be used within the calendar year in which it is granted and which shall have no cash value for employees (Article 29)

OPOA

- Term: Contract expires August 31, 2018 (Article I(A), XXVI)
- Pension Contribution: Classic employees will pay 5% of the employee share of pension costs by the end of the contract (Article III(B)(1)-(2))
 - Effective following City Council adoption: 3% pension contribution
 - Effective July 2017: 1% pension contribution
 - Effective January 2018: 0.5% pension contribution
 - Effective June 30, 2018: 0.5% pension contribution
- Salary: Wage increases of 8.5% over contract term (Article III(A)(1)-(4))
 - Effective following City Council adoption: 2% wage increase
 - Effective July 2017: 3% wage increase
 - Effective January 2018: 2% wage increase
 - Effective June 30, 2018: 1.5% wage increase
 - Add language related to benefits for “new” PERS members as defined by PEPR
- Miscellaneous Terms:
 - Increase in City contribution to cafeteria plan by \$60 per month effective January 2017 (Article III(D))
 - Memorialize practices related to:
- Advancing through salary ranges (Article III(B)(4))
- Callback pay on holidays (Article III(C)(1)(b))

- Enforcement of annual leave caps on a pay period by pay period basis (Article III(C)(1)(c))
 - Add language related to employee resignation and rights upon reinstatement (Article V)
 - Provide employees an option to redeem annual leave into deferred compensation accounts in addition to cash (Article III(C)(1)(d))
 - Clarify process related to effectiveness of education incentive pay for qualifying employees (Article X)
 - Modify language related to uniform allowances consistent with CalPERS requirements (Article XV)
 - Modify discipline procedures to involve Human Resources Director (Article XXV(C))
 - Parties agree to reopen contract to negotiate a grievance process (Article XXV(D))

IAFF

- Term: Contract expires August 31, 2018 (Article A(1), B(39))
- Pension Contribution: Classic employees will pay 5% of the employee share of pension costs by the end of the contract (Article B(3))
 - Effective following City Council adoption: 3% pension contribution
 - Effective July 2017: 1% pension contribution
 - Effective January 2018: 0.5% pension contribution
 - Effective June 30, 2018: 0.5% pension contribution
 - Add language related to benefits for “new” PERS members as defined by PEPR
- Salary: Wage increases of 8.5% over contract term (Article B(1)(a)-(d))
 - Effective following City Council adoption: 2% wage increase
 - Effective July 2017: 3% wage increase
 - Effective January 2018: 2% wage increase
 - Effective June 30, 2018: 1.5% wage increase
- Miscellaneous Terms:
 - Increase in City contribution to cafeteria plan by \$60 per month effective January

2017 (Article B(5))

- Memorialize process for advancing through salary ranges (Article B(1)(e))
- Clarify eligibility requirements for administrative pay differential (Article B(2))
- Update kin care leave provisions to comply with applicable law (Article B(10))
- Eliminate historical language related to annual leave (Article B(17))
- Provide employees an option to redeem annual leave into deferred compensation accounts in addition to cash (Article B(17)(b))
- Eliminate limit on new employee usage of annual leave (Article B(17)(e))
- Eliminate antiquated language regarding vacation scheduling (Article B(17)(f))
- Modify grievance and discipline procedures to involve Human Resources Director and provide reopener to discuss modifications to grievance process (Article B(26), B(31))
- Clarify procedure related to notification of dues increases (Article B(27))
- Modify language related to uniform allowances consistent with CalPERS requirements (Article B(33))
- Eliminate references to Employee Thrift Plan participation (Article B(36))
- Add language related to employee resignation and rights upon reinstatement (Article B(36))

OPSM - Police

- Term: Contract expires August 31, 2018 (§1)
- Pension Contribution: Classic employees will pay 5% of the employee share of pension costs by the end of the contract (§6)
 - Effective following City Council adoption: 3% pension contribution
 - Effective July 2017: 1% pension contribution
 - Effective January 2018: 0.5% pension contribution
 - Effective June 30, 2018: 0.5% pension contribution
- Salary: Wage increases of 8.5% over contract term (§15)
 - Effective following City Council adoption: 2% wage increase
 - Effective July 2017: 3% wage increase

- Effective January 2018: 2% wage increase
- Effective June 30, 2018: 1.5% wage increase
- Miscellaneous Terms:
 - Increase in City contribution to cafeteria plan by \$60 per month effective January 2017 (§5)
 - Update contract to reflect modifications to reserve and annual leave provisions agreed upon as part of February 2015 contract extension (§§10-11)
 - Eliminate language regarding Employee Thrift Plan participation and drug and alcohol testing program
 - Add half day holidays on Christmas Eve and New Year's Eve consistent with OPOA, which includes employees supervised by OPSMA-Police members (§14)
 - Add language regarding temporary upgrade pay consistent with provisions applicable to unrepresented employees (§18)
 - Memorialize current practice of providing straight time overtime to commanders who work shifts as Watch Commander beyond their regular schedule (§19)

STRATEGIC PLAN

This item is a routine or operational item and does not specifically relate to the City Council's Strategic Priorities.

FINANCIAL IMPACT

Although the MOU changes result in initial higher wage increases than the original budget forecast over the period of FY 16/17 through FY 18/19, the adoption of these four MOU's will result in a cumulative General Fund savings through FY 24/25 of \$6.5 million. This savings is attributed to lower direct personnel costs to the General Fund. The other modifications outlined in these MOU's should not impact costs as they are either non-economic in nature or memorialized current practice.

ATTACHMENTS:

Attachment 1: Memorandum of Understanding Between City of Oxnard and Service Employees International Union Local 721, CLC (January 1, 2013 - June 30, 2019)

Attachment 2: Memorandum of Understanding Between City of Oxnard and Oxnard Peace Officers' Association

Attachment 3: Memorandum of Understanding Between City of Oxnard and Local 1684, International Association of Firefighters AFL-CIO

Attachment 4: Memorandum of Understanding Between The City of Oxnard and the Oxnard Public Safety Managers' Association (Police Unit)

Attachment 5: Resolution Adopting Agreements with Service Employees International Union Local 721, CLC, OPOA, Local 1684, IAFF AFL-CIO and OPSMA (Police Unit)

Attachment 6: Resolution For Paying and Reporting the Value of Employer Paid Member Contributions for Employees in the Bargaining Units Represented by SEIU, OPOA, IAFF, and OPSM-Police

MEMORANDUM OF UNDERSTANDING

*between
CITY OF OXNARD
and*

*SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721, CLC*

January 1, 2013 – June 30, ~~2018~~2019

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the City of Oxnard (City) and the Service Employees International Union CTW, CLC, Local 721, (SEIU Local 721), and represents the full and complete agreement of City and SEIU Local 721 for the term hereof concerning wages, hours, and terms and conditions of employment.

ARTICLE 1

IMPLEMENTATION

City staff agrees to recommend to the City Council and SEIU Local 721 representatives agree to recommend to its members the adoption and approval, respectively, of this MOU. City and SEIU Local 721 agree that this MOU shall not be binding, either in whole or in part, unless and until approved by the membership of SEIU Local 721 and duly adopted by the City Council.

ARTICLE 2

RECOGNITION

This MOU shall apply only to regular full-time and regular part-time employees to the extent provided for in Article 30, herein, occupying positions in the classifications specified as comprising the Professional, Technical & Administrative Support Unit (Unit). This MOU shall also apply to those limited benefit employees (LBEs) designated for inclusion in the bargaining unit pursuant to the stipulation entered into between the City and SEIU Local 721 in March 2009, a copy of which is attached to this MOU and incorporated herein by reference. Nothing in this MOU shall grant any additional compensation, benefit, term or condition of employment to any LBE which did not apply to the LBE prior to the effective date of this MOU unless specifically made applicable to LBEs by express provision of this MOU.

ARTICLE 3

CITY RIGHTS

SEIU Local 721 recognizes that City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, subject to this MOU. SEIU Local 721 recognizes that the City Manager and Department Directors have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this MOU. SEIU Local 721 recognizes that the exclusive rights of City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and Department Directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to

determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

ARTICLE 4

SEIU LOCAL 721 RIGHTS

1. Release Time for Stewards

City agrees that the stewards of SEIU Local 721 have the right to paid release time for the time spent representing an employee under the grievance procedure and the disciplinary action procedure herein subject to the following:

a) SEIU Local 721 may designate up to twelve (12) Unit employees as stewards and shall in writing notify the City Manager and Human Resources Director of such designations. There shall be no obligation on City to change or adjust normal program scheduling or assignments of employees as a result of such designations. Employees may select a steward of choice from those twelve (12) Unit employees listed in the writing by the City Manager and Human Resources Director.

b) One such steward may, when SEIU Local 721 is designated in writing by an employee as his/her representative, attend mutually scheduled grievance or disciplinary action meetings and hearings with Department Directors without loss of pay or benefits. In no event shall the steward use this paid release time for any other purpose, such as gathering information, interviewing the subject employee or witnesses, or preparing a presentation.

c) City shall authorize stewards and/or officers to be able to attend employer-employee relations seminars. The stewards and/or officers may use available vacation leave or compensatory time off to account for the absence from work. Requests for attendance at such events must be submitted to the City Manager at least 10 working days in advance of the event, or the City Manager may deny the request.

2. SEIU Local 721 Staff Representatives

SEIU Local 721 staff representatives shall be admitted to the buildings and grounds of City during working hours for the purpose of assisting in the resolution of grievances or disciplinary actions, so long as such admittance will not interfere with any work operation or the safety and security of any work site. Such staff representatives will check in with a designated Division Manager and will be required to conform with the operational and safety regulations and procedures as directed by the Division Manager.

3. List of Unit Employees

Biweekly, City shall provide SEIU Local 721 with a list of Unit employees and their membership status. Upon reasonable request, City will provide SEIU Local 721 with a list

of Unit employees, their classifications and divisions, and updates as to transfers, promotions, new City employees, separations from service within the Unit, current address, and phone number.

4. Payroll Deductions/Membership Dues

a) City shall deduct from the biweekly paycheck of SEIU Local 721 members the regular periodic SEIU Local 721 membership dues (as certified in writing to the City Manager by an authorized official of SEIU Local 721), and the cost of regular periodic SEIU Local 721 sponsored insurance benefits pursuant to City's deduction authorization form, duly completed and signed by the Unit employee. City shall transmit such deductions biweekly to SEIU Local 721.

b) City shall deduct representation service fees from the paychecks of those employees subject to Section 5 herein and transmit promptly those fees to SEIU Local 721. Such deductions shall be made only when the Unit employee's earnings for a pay period are sufficient to pay such fees after other legally required deductions are made.

c) SEIU Local 721 agrees that City has no liability on account of any actions taken or not taken pursuant to this section.

5. Maintenance of Membership/Representation Service Fee

a) All Unit employees who on the effective date of this MOU are members of SEIU Local 721 and all employees who thereafter voluntarily become members of SEIU Local 721 shall maintain their membership in SEIU Local 721, subject to the right to resign from membership and pay a representation fee in lieu of membership dues during the last seven (7) calendar days of June of each year.

b) All Unit employees hired after October 19, 1996, who choose not to become members of SEIU Local 721 shall be required to pay to SEIU Local 721 a representation service fee. City agrees that becoming a member of SEIU Local 721 or signing up to pay the representation service fee shall be a condition to commence employment with City. The representation service fee represents the employee's proportionate share of SEIU Local 721's cost of legally authorized representation services on behalf of Unit employees in their labor relations with City. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Unit employees who are members of SEIU Local 721. SEIU Local 721 shall provide affected Unit employees with the financial information required by law.

c) The representation service fee arrangement provided by this section may be rescinded by majority vote of those voting in a secret ballot election in which all Unit employees are eligible to vote provided that:

- 1) a request for such vote is supported by a petition containing the signatures of at least thirty percent of Unit employees; and

2) the vote is taken at any time after November 15, 1997, but in no event shall there be more than one vote taken during any one City fiscal year.

d) The sufficiency of petitions shall be determined, and the election conducted by the State Mediation and Conciliation Service.

e) SEIU Local 721 shall make available to Unit employees required to pay a representation service fee under this section, at its expense, an escrow and administrative appeals procedure for challenging the amount of the fee that complies with the requirements of law.

f) SEIU Local 721 agrees to fully indemnify City and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of City under this section, and to reimburse City for its attorneys' fees and costs in defending against any such claims, proceedings or liability.

g) Any unit member who is a member of a bona fide religion or religious body or sect whose traditional tenets or teachings include conscientious objections to joining or financially supporting public employee organizations shall not be required to join or support the Union financially as a condition of employment. Such employee, in lieu of payment of union dues, initiation fees or a representation service fee, shall instruct the City in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to a non-religious, non-labor charitable organization selected by such employee, or, in the absence of such selection, as agreed upon by the Union and the City. Any such charitable organization must be exempt from taxation under section 501(c)(3) of the Internal Revenue Code. The charitable fund(s) designated shall include the name, address and phone number for which the employee intends to submit the charitable contribution in lieu of the agency shop fee.

Proof of payments to such fund(s) shall be required to be submitted at the end of each calendar month of Payroll for verification with a copy of proof to be forwarded to the Union.

6. Meeting Locations

a) Upon request of SEIU Local 721, City may provide SEIU Local 721 with a location for a meeting to occur outside working hours of the attendees, provided such space is available and SEIU Local 721 complies with all City and department rules, policies, and directions. Such meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or his/her designee, and will indicate the date, time, and general purpose of the meeting for which the facilities are requested.

b) SEIU Local 721 understands and agrees that the City Manager, or his/her designee, may deny the request based on his/her judgment that the purpose of the meeting makes such use inappropriate.

7. Bulletin Boards

a) City agrees that SEIU Local 721 may use designated bulletin boards or portions of boards. A copy of all material to be displayed upon a bulletin board shall be provided to the affected Division Manager or his/her designated representative. If the Division Manager objects to the contents of such material, he/she shall notify SEIU Local 721 staff. In such event, the materials shall not be placed on the bulletin board, based upon the Division Manager's objections, and, if an agreement cannot be reached between SEIU Local 721 and the Division Manager, the matter shall be referred to the Human Resources Director for resolution. For Citywide postings, individual Division Manager permission is not required. SEIU Local 721 is responsible for posting and removal of material upon the designated bulletin board and for the neat and orderly maintenance thereof.

b) SEIU Local 721 shall, with the approval of the City Manager, have the use of the City email for the purpose of communication of SEIU Local 721/City business such as scheduling joint meetings and appointments and informing members of possible tentative agreements.

8. Distribution of SEIU Local 721 Materials

SEIU Local 721 may distribute materials on City premises, at locations designated by the City Manager, before and after scheduled working hours or in non-work areas during scheduled working hours provided that both the employee distributing and the employee receiving such material are not on City time and so that such distribution shall not interfere with City operations.

ARTICLE 5

EMPLOYEE RIGHTS - PERSONNEL FILES

1. Review of Personnel Actions

No evaluation of employee performance, salary action, resolution of grievance, or disciplinary action shall be placed in the personnel file of an employee without the employee being afforded a reasonable opportunity to read and to receive a copy of such material. The employee must acknowledge that he/she has read such material by affixing his/her signature to it. City understands that such signature does not necessarily indicate agreement by the employee of the content of the material. If the employee refuses to sign, the material shall be placed in his/her personnel file with an appropriate notation by the person filing the material.

2. Personnel File Inspection

With the exception of confidential material, such as letters of reference, examination rating sheets, and employment background investigations, an employee shall have the right to inspect the contents of his/her personnel file, or he/she may designate in writing a steward or SEIU Local 721 staff to inspect his/her file.

ARTICLE 6

PERS/PARS WAGES

1. Payment of Employee's PERS Contribution

a) ~~City shall pay that portion of each Unit employee's contribution to the Public Employees Retirement System (PERS) equal to seven percent of the wages upon which the employee's retirement contributions are computed. (This section applies to employees in y rated positions.) This payment shall not be considered wages by City but shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code.~~ **Effective the first full pay period following ratification by SEIU and adoption by the City Council, "classic" PERS members, defined as employees hired on or before January 1, 2013 and enrolled in the 2@55 retirement plan, shall pay three percent (3.0%) of pensionable compensation towards the required employee contribution to PERS. The employee contribution, as determined by CalPERS, is presently set at seven percent (7.0%) of pensionable compensation. The City shall pay the remaining four percent (4.0%) of the required employee contribution. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code.**

b) ~~City shall provide in its contract with PERS for all Unit employees a 2 percent (2%) at age fifty five (55) and highest consecutive twelve month period retirement formula.~~ **Effective the first full pay period of July 2017, "classic" PERS members will contribute an additional one percent (1.0%) of pensionable compensation towards the required employee contribution to PERS, for a total of four percent (4.0%) in employee contributions to PERS. The City shall pay the remaining three percent (3.0%) of the required employee contribution. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code.**

c) **Effective the first full pay period of January 2019, "classic" PERS members will contribute an additional three percent (3.0%) of pensionable compensation towards the required employee contribution to PERS, for a total of seven percent (7.0%) in employee contributions to PERS. Employees shall pay the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code. No portion of the employee contribution shall be paid by the City.**

d) City shall provide in its contract with PERS the Fourth Level Survivor Benefit and Military Service Credit for Unit employees.

e) ~~City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) City's payment of required employee retirement contributions to PERS.~~

f) Employees hired on or after January 1, 2013, who are “new members” as that term is defined in the Public Employee Pension Reform Act (“PEPRA”; Government Code section 7522 et seq.) shall be subject to the provisions of PEPRA, including but not limited to the following:

- 2% at age 62 retirement formula;
- Retirement benefit based on highest 36 consecutive months;
- Employees will pay a “membership contribution” to PERS at the rate established by PERS, which in 2013 FY2016-17 is 6.5%– 6.00% of payroll, and which may change from year to year. This shall be paid by the employee by payroll deduction. No portion of the member contribution shall be paid by the City;
- New members shall receive the 4th level survivor benefit and Military Service Credit.

~~The parties agree to reopen this Agreement at the request of either the City or Union during month of January 2016 solely on the issue of “classic” unit employees’ payment of PERS member contributions.~~

2. Payment of Employee’s PARS Contribution

a) City shall provide to all Unit employees Public Agency Retirement System (PARS) supplemental retirement benefits to include the three percent (3%) at age sixty (60) supplemental retirement formula and the highest consecutive twelve-month period retirement formula.

b) The City’s total contribution to PARS on behalf of Unit employees shall be equal to six percent (6%) of the wages upon which the Unit employee’s retirement contributions are computed.

c) City shall report to PARS as compensation earnable pursuant to California Government Code section 20636(c)(4) City’s payment of required employee retirement contributions to PARS.

d) Employees hired on or after January 1, 2013, who are “new members” as defined in the Public Employee Pension Reform Act (“PEPRA”; Government Code section 7522 et seq.), including “classic” employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefit.

3. Definition of Base Wages

Base wages shall mean the hourly rate of pay earned by an Unit employee within a salary range assigned by City to the classification occupied by the employee. Base wages does not include longevity pay, educational incentive award, overtime pay, standby pay, bilingual pay, cafeteria plan monies or other additional payments earned by an employee pursuant to this MOU.

4. Base Wage Adjustments

a) Effective the first full pay period following ratification by SEIU and adoption by the City Council, all unit employees shall receive a two percent (2.0%) increase in base wages.

b) Effective the first full pay period of July 2017, all unit employees shall receive a two percent (2.0%) increase in base wages.

c) Effective the first full pay period of July 2018, all unit employees shall receive a two percent (2.0%) increase in base wages.

d) Effective the first full pay period of January 2019, all unit employees shall receive a three percent (3.0%) increase in base wages.

ARTICLE 7

SALARY PLAN

1. Original Appointment of Unit Employee

City agrees that the beginning base wages of an employee upon original appointment to a classification within the Unit shall be no less than the minimum designated base wages for that classification.

2. Promotions

a) In the event a Unit employee is promoted from one classification to another, the beginning base wage shall be at least five (5) percent greater in amount than the employee's current base wage. However, the new base wage shall in no event be greater in amount than the maximum base wage of the higher classification to which the employee is promoted, regardless of percentage of increase.

b) Unit employees entering the following professional classification series after July 1, 1986, will not be eligible for flexible staffing:

- 1) Accountant (Junior, I, II)
- 2) Civil Engineer (Junior, Assistant, Civil)
- 3) Crime Analyst (I, II)
- 4) Housing Accountant (I, II)
- 5) Librarian (I, II)
- 6) Planner (Junior, Assistant, Associate)
- 7) Traffic Design Engineer (Junior, Assistant, Traffic Design)

c) The City shall endeavor to fill posted positions that fall within the bargaining unit covered by SEIU Local 721, which are included in the City's current classification plan, as long as the applicants meet all the minimum qualifications for the position and meet and/or pass whatever testing may be given to fulfill requirements for the position, in the following order:

- 1) Regular full-time employees;
- 2) Regular part-time employees;
- 3) Limited benefited employees.

3. Payroll Period - Biweekly

Unit employees shall accrue sick leave and vacation leave and be paid base wages on a biweekly basis. The payroll checks for each pay period shall customarily be issued to authorized representatives of City departments not later than the Friday following the end of each biweekly pay period. However, in cases where the Friday payday falls on a holiday, payroll checks shall be issued before the end of the prior workday.

4. Pay on Separation from Service

When a Unit employee is separated from service, all wages and benefits then due such person from City service, that are under City's control, shall be paid within ten (10) working days of such separation subject to the person completing the checkout process.

5. Effective January 1, 2014, the attached document entitled "SEIU Step Matrix" shall be adopted and shall be part of this MOU.

On January 1, 2014, the hourly rate of each member of the bargaining unit shall be changed to the step closest to that member's current hourly rate for his or her pay grade, with the understanding that no employee subject to this MOU shall experience a reduction in hourly rate as a result of this provision.

Beginning July 1, 2014, each employee subject to this MOU shall, on the employee's next City date of in-class anniversary, have the employee's hourly rate increased to the next highest step in the employee's pay grade. To be eligible for a step increase the employee's then most recent performance evaluation must reflect an overall assessment of "meets job requirements" or better. No step increase shall be given to an employee whose most recent performance evaluation rating was "unsatisfactory" or "needs instruction & development."

ARTICLE 8

LONGEVITY PAY

Unit employees who have completed five (5) regular full-time years of service shall be paid a sum equal to one (1%) percent of the base wages paid to the employee. Employees who have completed ten (10) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of two (2%) percent of the base wages paid to the

employee. Employees who have completed fifteen (15) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of three (3%) percent of the base wages paid to the employee. The additional payment for longevity of service shall be made at each time any installment of base wages is made to the employee.

ARTICLE 9

OVERTIME COMPENSATION

1. Entitlement to Compensation

When a Unit employee is assigned and works beyond forty (40) hours per designated one hundred sixty-eight (168) consecutive hours work period, the employee is entitled to overtime compensation.

2. Leave as Time Worked for Overtime Compensation

Duly authorized paid holiday leave, vacation leave and sick leave shall be considered as time worked for the purposes of determining an employee's eligibility for overtime compensation. All other duly authorized paid leave time shall not be considered as time worked for the purposes of determining an employee's eligibility for overtime compensation.

3. Authorization of Overtime Work

A Unit employee shall be compensated for overtime work only if assigned to such work by an authorized representative of City. The offer to work overtime shall first be made to regular full-time Unit employees.

4. Regular and Overtime Compensation

a) A Unit employee's regular rate of pay shall include base wages, longevity pay, educational incentive award, bilingual pay, shift differential pay and standby pay.

b) A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest tenth of an hour.

c) Unit library employees who work on Sunday shall receive pay at one and one-quarter (1.25) times the regular rate of pay for all hours actually worked on Sunday unless otherwise entitled to the higher rate of pay per Section 4(b) above.

d) In lieu of cash payment for overtime hours worked, a Unit employee may request to accrue compensatory time-off credits at the rate of one and one-half (1.50) hours, credit for each overtime hour worked, up to a maximum accumulation of one hundred (100) hours, subject to the approval of the City Manager or designee. The request for compensatory time-off credits must be made at the time the overtime is worked.

e) Use of compensatory time-off credits in excess of forty hours (40) is subject to being scheduled by the employee's Division Manager with a seven (7) calendar day advance notice to the employee by the Division Manager.

f) City shall cash out all compensatory time-off credits of an employee over forty (40) during the last pay period in the City fiscal year. Unit employees may request that the forty-hour limit for compensatory time-off credits be increased up to a maximum of one hundred 100 (100) hours. Employee requests to exceed the forty-hour (40) limitation shall be subject to the approval of the City Manager.

g) Employee use of compensatory time-off credits shall be subject to approval and scheduling by the Division Manager.

h) If a staff or City meeting that a Unit employee is expected to attend is scheduled for a time other than during the Unit employee's regular work schedule, the Unit employee shall, with the Unit supervisor's permission, work the time between the end of the regular work schedule and the City meeting and receive overtime, compensatory time off, or an adjustment to the Unit employee's regular work schedule on the following workday.

ARTICLE 10

STANDBY PAY

When a regular full-time Unit employee is ordered to remain at home to be available for immediate emergency call back to work at times that the employee is not otherwise scheduled to be nor is on duty, the employee shall be compensated for such standby hours that he/she remained at home at sixty-six (.66) cents per hour. Notwithstanding anything else to the contrary, an employee on standby status on a holiday designated in Article 29 of this MOU shall be paid at the employee's regular rate of pay during his/her normal shift hours for being "on duty" plus eight (8) additional hours added to his/her vacation leave. In addition, the employee shall receive an additional one-half (.5) times regular pay for all hours called back to work on the holiday if assigned to standby duty.

ARTICLE 11

CALL-BACK PAY

A Unit employee called back to work after leaving work from a shift or called back to work while on standby status shall be entitled to a minimum of two (2) hours of overtime compensation. During these times the employee is entitled to pay under this Article, he/she shall not be credited with standby pay under Article 10.

ARTICLE 12

COMPENSATION FOR NIGHT WORK

Those regular full-time Unit employees who work fifty percent (50%) or more of their work shift between 6:00 p.m. and 7:00 a.m. shall receive a five percent (5%) increase in base wages for the entire shift worked.

ARTICLE 13

BILINGUAL PAY

1. Rate of Bilingual Pay

A regular, full-time Unit employee may receive bilingual pay at the rate of twenty dollars (\$20.00) biweekly to the extent the employee is required to provide bilingual services as determined by the City Manager or designee. Bilingual pay shall also be applicable to limited benefit employees (LBE) working forty (40) hours per work week.

2. Conditions for Receipt

Bilingual pay shall be paid subject to the employee satisfying the following conditions:

a) The employee's position has been designated by the City Manager or designee as one qualifying for bilingual pay on the basis that:

- 1) The predominant and primary focus of the position is to communicate in person or by telephone with members of the public in connection with providing City services and the employee on a regular ongoing basis in the course of carrying out usual job duties, is called upon to utilize a language other than English in communicating with the members of the public, or
- 2) On a regular, daily basis the employee is called upon by the City to provide a language other than English interpretation or translation services for other City employees in connection with the performance of the usual job duties of such other employees.
- 3) The employee is determined by the City Manager or designee to be fluent in a language other than English and the employee possesses and displays a sensitivity for the cultural needs of the City's other than English speaking population.

ARTICLE 14

OUT-OF-CLASS PAY

1. Conditions for Receipt

A Unit employee who is temporarily required to serve in a regular authorized position in a classification with a higher salary range (higher classification) than the employee currently serves in shall be compensated at the higher base wages in accordance with the following terms and conditions:

a) To be eligible for higher base wages, the Unit employee must first serve in the higher classification for more than forty (40) consecutive hours.

b) Temporary assignments to higher classifications shall be recorded only in full shift units. No out-of-class pay shall be given for out-of-class work of less than an eight-hour shift.

c) The Unit employee must be assigned to assume the majority of duties and responsibilities of the higher classification.

d) The employee's time worked in a higher classification shall not be counted toward the completion of probationary requirements in the higher classification.

2. Conditions for Non-Authorization

Out-of-class pay is not authorized, for example, if the organization of a division is such that each Unit employee carries on his/her usual job duties during the temporary absence of a Division Manager, without the direction which the Division Manager would provide on a longer term basis.

3. Amount of Out-of-Class Pay

A Unit employee satisfying these terms and conditions shall be compensated at the minimum base wages established for the higher classification for each completed work shift served in the higher classification after serving in the classification for more than forty (40) consecutive hours, or five percent (5) above the employee's base wages, whichever is greater. However, in no event shall the employee receive an amount greater than the base wages for the maximum step for the higher classification.

ARTICLE 15

DEFERRED COMPENSATION

Unit employees shall continue to have the right to participate in a deferred compensation program so long as such program is offered by City.

ARTICLE 16

TUITION REIMBURSEMENT

1. Amount of Reimbursement/Conditions

City shall pay up to one hundred percent (100%) of the costs of tuition, registration fees, laboratory fees, and books to a maximum of one thousand (\$1000) dollars per employee per City fiscal year for work-related courses presented by accredited academic institutions, subject to the following conditions:

a) Only full-time Unit employees shall be eligible for reimbursement.

b) Courses that qualify for this reimbursement are those that directly relate to the employee's duties with 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. Certificate and vocational courses shall be reimbursable under this section.

c) Courses that do not qualify for this benefit are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the employee has already received, and those for which the employee received reimbursement from any other source.

d) There shall be no obligation for City to reschedule the work hours of any employee to facilitate attendance at any course of study.

e) To receive reimbursement, the Unit employee must file a claim, with the Human Resources Department, within thirty (30) days of receipt of a passing grade as described in subsections (a) and (b) above. City shall reimburse the Unit employee within forty-five (45) days of the submission of the approved claim.

f) Any non-reimbursed portion of a Unit employee's tuition and fees reimbursement may be carried over, by the employee, to the following fiscal year to be used to reimburse any non-reimbursed portion of the tuition and fees expense incurred by the Unit employee.

2. Limits on City's Obligations

City assumes no obligations other than those expressly provided for in this Article, nor does City assume any liability that might relate to an employee's voluntarily pursuing course work which may entitle him/her to reimbursement under this Article.

ARTICLE 17

PERSONAL PROPERTY REIMBURSEMENT

1. Conditions for Reimbursement

Through no fault of their own, when employees have an item of personal property damaged or stolen while in the performance of City Unit, and when that item is necessarily worn, carried or required as part of the job, the employee may submit a claim for reimbursement to the Human Resources Director. Such claim must be filed within five (5) working days after the loss occurred.

2. Amount of Claim

The minimum claim shall be for ten dollars (\$10) per loss. Claims of under ten dollars (\$10) shall not be paid. The maximum amount City shall pay any employee is two hundred fifty (\$250) dollars in one calendar year.

3. Level of Reimbursement

a) Reimbursement will be based on the depreciated value of the item at the time of the loss or damage, or cost of repair, whichever is less, after offset for any insurance reimbursement the employee receives.

b) The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost or the repair cost of items that are repairable, whichever is less, less any insurance payment the employee receives. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to the ten dollar (\$10) minimum claim limit and the annual maximum payment of two hundred fifty (\$250) dollars.

c) Stolen or damaged watches required by employment will be reimbursed at their functional value (i.e., minus their jewelry value) to the annual maximum of two hundred fifty (\$250) dollars. An employee shall be reimbursed for such stolen or damaged watches subject to a ten dollar (\$10) deductible.

4. Exclusions

The damage or theft of jewelry, automobiles or automobile equipment, and tools and uniform items covered by a City allowance, will not be reimbursable.

ARTICLE 18

EDUCATIONAL INCENTIVE AWARD

1. Requirements

Unit employees shall be eligible to receive an educational incentive award, in addition to base wages, for educational attainments not specifically required by the Unit employee's classification pursuant to the official class specifications maintained by the Human Resources Department: The educational incentive award shall be related to the attainment of the following degrees:

- a) Associates in Arts/Science Degree - two and one-half percent (2.5%)
- b) Bachelor's Degree - three percent (3%)
- c) Graduate Degree - three and one-half percent (3.5%)

2. Limitations

Unit employees eligible for an educational incentive award shall be entitled to receive only one level of educational incentive award for the highest degree attained. Incentive awards shall be granted pursuant to this article only after submission by the employee of appropriate documentation to the Human Resources Department. Unit Employees who are receiving educational incentive awards under the City's award program as of July 3, 2004, shall not receive a lesser percentage award under this program than the employee received under the previous program.

ARTICLE 19

MILEAGE COMPENSATION

1. Reimbursement Required

When Unit employees are required by City to use their personal vehicle to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, City shall compensate the employee as provided herein.

2. Claim Procedure

Unit employees shall make claims for mileage compensation in accordance with a periodic schedule specified by City. The employee shall submit the claim to the Division Manager on the designated City form, duly completed and signed by the employee.

3. Insurance for Regular Users

Unit employees who are regular users of personal vehicles shall be compensated at the rate of one and one-half cents per mile above the mileage rate authorized by the Internal

Revenue Code, and shall have in effect and have submitted to City a copy of a certificate of automobile insurance confirming that the insurance policy provides no less than one hundred thousand dollars (\$100,000) public liability/property damage coverage, and that the policy names City as an additional insured. Regular users of personal vehicles means Unit employees who are required by City, in the performance of their duties, to drive their personal vehicles on a regular, continuing and usual basis, and in fact so use their vehicle.

4. Reimbursement for Other than Regular Users

Unit employees who are not regular users of personal vehicles but otherwise qualify under Section 1, and otherwise meet the provisions of this Article, shall be compensated at the mileage rate authorized by the Internal Revenue Code.

ARTICLE 20

UNIFORM ALLOWANCE

City shall provide uniforms, or portions of uniform costs, or uniform service, to each employee required by City to be “uniformed.” Employees designated as uniformed are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by the employee.

ARTICLE 21

INSURANCE

1. Health Insurance

The City shall, as required by State law, contribute to payment of the cost of a Unit employee’s health insurance provided by the Public Employees Retirement System.

The City agrees to offer affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible employees. An eligible employee is one who qualifies as full-time under the Look Back Measurement Method Safe Harbor, as adopted by Resolution and implemented under the City’s implementation plan.

The parties agree to meet during the term of this MOU to discuss the possibility of the Ventura County Health Care Plan becoming another option for bargaining unit employees for health care services. The parties understand that a precondition of making this additional option available is permission granted by the Public Employees Retirement System in allowing this option without violating the Public Employees Medical and Hospital Care Act (PEMHCA).

2. Life Insurance

City shall continue to pay one hundred percent (100%) of the current premium for employee-only coverage under the existing level of benefits for life insurance.

3. Long-Term Disability Insurance

City agrees to maintain an SEIU Local 721 administered long-term disability (LTD) insurance plan for Unit employees. Effective November 10, 2000, City shall pay the cost of the LTD plan subject to a maximum cost of .35% of Unit employee's base wages. If the cost exceeds .35% of Unit employee's base wages, City and SEIU Local 721 shall meet to develop a fair method to distribute the additional cost to Unit employee's Cafeteria Plan monies. SEIU Local 721 shall hold City harmless on any issues related to the LTD insurance plan.

4. Dental Cafeteria

City shall contribute the sum of thirty-four dollars and twenty-five cents (\$34.25) biweekly to the Unit employee's dental insurance program for dental programs provided by the City.

5. Cafeteria Plan

During the term of this MOU the City shall contribute \$719.36 per month per bargaining unit employee towards the employee's Cafeteria Plan allocation.

6. Limited Benefit Employees (LBEs)

Fore LBEs meeting the definition of a "Full-Time" employee as defined by the Affordable Care Act (ACA), the City will contribute the minimally required contribution as set forth in the ACA. The health care allowance for LBEs presently receiving a higher health care allowance than required by the ACA will receive the minimally required contribution amount as soon as administratively possible following adoption of this Agreement by the City Council but no earlier than the first full pay period following adoption of this Agreement by the City Council.

LBEs working less than, on average annually, thirty (30) hours per week, shall be eligible to purchase health insurance offered by the City through the City at no cost to the City and without any City obligation to cover any costs incurred by the LBE. Further, the City has no obligation to intervene on behalf of the LBE regarding any problems or issues the LBE may have with the insurer.

ARTICLE 22

VACATION LEAVE

1. Accrual

Full-time Unit employees shall earn vacation leave for each biweekly pay period of service or major fraction thereof, as set forth in the following table:

Years of Service	Vacation Credit for Full-Time Service Hours Per Biweekly Period	No. of Hours of Vacation Earned for 26 Pay Periods
Less than 5	4.39	114.14
5 but less than 6	5.00	130.00
6 but less than 7	5.31	138.01
7 but less than 8	5.62	146.02
8 but less than 9	5.92	154.00
9 but less than 10	6.23	162.01
10 but less than 11	6.54	170.01
11 but less than 12	6.85	178.00
12 but less than 13	7.15	186.00
13 but less than 14	7.46	194.02
14 but less than 15	7.77	201.99
15 or more	8.08	210.00

2. Scheduling

Accrued vacation leave may be taken at one time, or may be taken several days at a time. The vacation leave is to be scheduled between the Unit employee and the Division Manager in such a manner that the employee's absence will not impair division operations.

3. Carrying Forward

Ordinarily, vacation leave shall be taken as earned or within the calendar year following the year that vacation leave is accrued. However, vacation leave may be carried forward to the following calendar year in accordance with the following provisions:

a) The maximum amount of vacation leave an employee may carry forward as of the last complete pay period in the calendar year shall not exceed twice the number of hours of vacation leave that the employee currently earns in twenty-six (26) biweekly pay periods.

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

4. Additional Vacation Leave in Lieu of Sick Leave

At the end of the last complete pay period of each calendar year, one-half of any of that calendar year's accrued but unused sick leave in excess of the six hundred (600) hour authorized maximum sick leave accumulation may be converted by the employee in accordance with Article 23, Section 3, to vacation leave, effective the first pay period of the next calendar year.

5. Redemption

After five (5) regular full-time years of service, an employee may receive pay in lieu of up to forty (40) hours of vacation leave once during each calendar year. After ten (10) regular full-time years of service, an employee may receive pay in lieu of up to eighty (80) hours of vacation leave once during each calendar year. After fifteen (15) regular full-time years of service, an employee may receive pay in lieu of up to one hundred (100) hours of vacation leave once during each calendar year. All requests hereunder must be made by the 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.

6. Severance Pay

Any employee who leaves the service of City shall be paid for accrued vacation leave to which the employee is otherwise entitled at his/her then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

7. Injury or Sickness During Vacation Leave

When an employee is injured or becomes sick while on authorized vacation leave and is committed to a hospital or confined to a bed by a physician, the employee may exchange sick leave on an equal time basis for vacation leave in accordance with the following provisions:

- a) Upon such injury or sickness, or as soon thereafter as is reasonably practical, the employee must notify the Division Manager of the injury or sickness.
- b) The employee must, upon return to work, provide to City a declaration from the attending medical provider confirming the injury or sickness that must include a notation as to the number of days that the employee would have been unable to work.
- c) If the employee's injury or sickness continues, or is expected to continue, beyond the currently approved vacation leave, the employee shall notify the Division Manager as soon as he/she has knowledge of the need for sick leave beyond the end of the vacation leave. In any event, the employee shall notify the Division Manager no later than the start of the shift on the day the employee is scheduled to return to work from the vacation leave.

ARTICLE 23

SICK LEAVE

1. Accrual

Full-time Unit employees earn three and seven-tenths (3.7) hours of sick leave for each biweekly pay period of service or major fraction thereof.

2. Maximum Limit

An employee may accumulate sick leave without maximum limit but in no event shall City have any liability for cash-out or conversion of hours in excess of six hundred (600) except as otherwise provided below.

3. Conversion to Vacation Leave

During the last full pay period of December, each Unit employee may elect to convert to vacation leave any unused sick leave earned during the preceding twenty-six pay periods which exceed the six hundred (600) hour maximum. City shall convert the employee's sick leave to vacation leave by dividing the sick leave to be converted by two and crediting the sum as vacation leave. If an employee does not exercise this conversion option, he/she shall retain those hours in excess of six hundred (600) for the sole purpose of utilization while sick or injured and shall not be eligible for any further cash-out or conversion with respect to such hours.

4. Notification to Division Manager

a) If a Unit employee is absent because of injury or sickness, he/she is required to notify the Division Manager of such injury or sickness at least thirty (30) minutes before the shift begins, or within one-half hour after the start of the shift if there is not a scheduled employee designated to take the call before the start of the shift.

b) Sick leave requests for absence beyond three (3) days may require documentation by a licensed physician or other means of verification acceptable to certify the appropriateness of leave.

c) When absences are properly scheduled with the Division Manager, leaves of absence for necessary dental, optical, or other medical attention shall be considered as sick leave.

5. Pregnancy

The benefits of this Article apply to disability caused by pregnancy.

6. Penalty for Abuse

Sick leave is a Unit employee's privilege and not an absolute right. Violations of sick leave privilege will result in disciplinary action including loss of pay. An employee may be counseled by the employee's supervisor, regarding the employee's absence(s), if any of the following occur:

- a) The employee exceeds 96.2 hours of absence, for any reason, during one (1) fiscal year;
- b) There is a pattern of absences by the employee such as, but not limited to, on days before or after holidays, or on days before or after weekends; or
- c) The employee's supervisor reasonably believes the employee is misusing sick leave.

Such counseling shall take place to help the employee's supervisor understand the circumstances surrounding the absence(s) and/or to assist the Unit employee as needed.

7. Payment Upon Separation from Service

City will redeem fifty percent (50%) of accumulated, unused or unredeemed sick leave, not to exceed six hundred (600) hours, upon death, retirement or separation from service to those employees with a minimum of five (5) years regular full-time service. Redemption of these sick leave hours will be paid at the employee's then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

8. Light Duty

City and SEIU Local 721 agree to implement a light-duty program. Specific guidelines for light duty shall be included in City of Oxnard Administrative Manual.

9. State Disability Insurance

Employees who are totally temporarily disabled (TTD) from working due to non-job related health conditions and are eligible for State Disability Insurance (SDI) benefits may draw down on their bank of accrued unused vacation leave to the extent necessary so that the total of their SDI benefit and their vacation leave payment equals, but does not exceed, their regular gross salary. This apportionment may continue only while the employee is TTD and until the employee's vacation leave accrual is exhausted.

ARTICLE 24

LEAVE OF ABSENCE WITHOUT PAY

City shall provide leaves of absence without pay under the current policy and shall endeavor to return the absent employee to his/her former position upon the employee's return to work.

ARTICLE 25

BEREAVEMENT LEAVE

1. Conditions

The Division Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the employee's immediate family. Immediate family shall include the following individuals related to the employee or the employee's spouse by reason of blood line, marriage, 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), domestic partner, and any blood relative(s) living in the immediate household.

2. Notice to Division Manager

The employee immediately on return from bereavement leave shall furnish to the Division Manager 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 converted to leave without pay.

ARTICLE 26

JURY/WITNESS DUTY

1. Conditions

If an Unit employee is called for jury duty or is subpoenaed as a witness in litigation in which he/she is not a party, he/she shall be granted a leave of absence with pay provided that:

a) The Division Manager has been notified by the employee of the jury duty summons or witness subpoena.

b) The Division Manager could not obtain an excuse for the employee from serving on the jury or as a witness, in those instances where the employee could not be conveniently spared from his/her City duties at the time.

c) The employee refunds to City fees received for jury duty or witness service except travel and actual expense reimbursement as follows:

- 1) An employee summoned for and assigned jury duty for five (5) days or less may retain the jury service fee paid for jury service.
- 2) An employee summoned for and assigned jury duty for five days or less may decline payment of the jury service fee.

- 3) An employee summoned for and assigned jury duty for six (6) or more days is required to accept the payment for jury service and to refund to the City Treasurer all fees for jury service except travel reimbursement.

2. Amount Limited

The leave of absence with pay for witness duty is limited to twenty-four (24) hours in any calendar year.

ARTICLE 27

MILITARY LEAVE

Unit employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code.

City agrees to comply with the California Military and Veterans Code provisions, the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Oxnard City Council resolutions and policies applicable to City employees who are members of the Armed Forces of the United States.

ARTICLE 28

INDUSTRIAL DISABILITY COMPENSATION

1. Entitlement

An employee incapacitated for work because of an injury or sickness arising out of and suffered in the course of City employment is entitled to City industrial disability compensation as provided herein.

2. Amount

During the period that any Unit employee is temporarily disabled, the employee shall receive City industrial disability compensation equal to seventy-five (75%) percent of his/her base wages plus any longevity pay, educational incentive award, and bilingual pay for the period of his/her temporary disability, but not to exceed a total period of twenty-six (26) weeks for any one injury or sickness nor twenty-six (26) weeks per twelve (12) consecutive months for all injuries or sickness.

3. Condition of Eligibility

As a condition of receiving such industrial disability compensation, the employee shall assign to City all temporary disability payments for industrial disability compensation or rehabilitation. An employee who is temporarily disabled shall not be considered to be in a City service status for the purpose of accruing paid leave benefits.

4. Cessation of Benefits

Industrial disability compensation shall cease when the City Manager determines on the basis of medical evidence that the employee is no longer temporarily disabled. The employee shall have the right to submit written medical evidence secured by the employee to the City Manager for the City Manager's consideration before the City Manager makes such determination; so long as such submission is made by the employee on a timely basis as determined by the City Manager. City assumes no expense or liability in connection with such voluntary submission by an employee. The City Manager's determination shall be adjusted to conform to any decision of the Workers Compensation Appeals Board as to when the injury becomes permanent and stationary.

5. Conversion of Other Leave

If an employee is temporarily disabled and unable to return to work on account of such temporary disability after the maximum period provided for in Section 2 above, the employee may elect to convert accumulated sick leave, accumulated vacation leave, or both, into supplementary industrial disability compensation. The amount of leave that may be converted is that amount which will provide supplementary disability indemnity benefits to afford a combined total amount equal to the employee's base wages plus any longevity pay, educational incentive award, and bilingual pay during the period of temporary disability.

6. Report of Injury or Sickness

In the event of an injury or sickness occurring at work, a report of the injury or sickness must be made by the employee to his/her Division Manager without delay. Report of an injury or sickness is mandatory for eligibility to receive benefits provided in this section. When the employee returns to work, a copy of a medical provider's release must be submitted to the Division Manager.

ARTICLE 29

HOLIDAY LEAVE

1. Designation of Holidays

a) City shall observe the following holidays:

New Year's Day (January 1st)
 Martin Luther King's Day (the third Monday in January)
 Presidents' Day (the third Monday in February)
 Cesar Chavez Day
 Memorial Day (the last Monday in May)
 Independence Day (July 4th)
 Labor Day (the first Monday in September)
 Veterans' Day (November 11th)

Thanksgiving Day (by Presidential proclamation, usually the fourth Thursday in November)

~~Christmas Eve Day or New Year's Eve Day~~

Christmas Eve (1/2 day)

Christmas Day (December 25th)

New Year's Eve (1/2 day)

~~b) Unit employees shall receive either Christmas Eve Day or New Year's Eve Day as a City-observed holiday as scheduled and approved by the Unit employee's Division Manager.~~

2. Supplementation of Holiday Leave

Unit employees shall be credited with holiday leave hours for all City-observed holidays based upon the assigned customary daily work schedule of the Unit employee sufficient to compensate the Unit employee for all hours regularly worked by such employee.

3. **Floating Holiday** ~~Thanksgiving Holiday Leave~~

- a) **In addition to the holidays listed in Section 1, effective following ratification of this agreement by SEIU and adoption by the City Council, and January 1st of each year thereafter, each permanent, full time employee covered under the terms of this MOU shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule.**

For employees on a 9/80 work schedule, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours.

~~City will be administratively closed on the day after Thanksgiving Day. If the day after Thanksgiving Day is not a closed Friday on City's work schedule, City will adjust its work schedule to be open on the Friday immediately preceding Thanksgiving Day and will be closed on the Friday after Thanksgiving Day. City will return to the regular work schedule on the following Friday.~~

- b) **Such leave with pay may be taken, subject to management approval, no later than December 31 of the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by December 31 as described above. Leave granted pursuant to this provision may be taken as one full day or two one-half day increments.**

~~A change in an employee's work schedule pursuant to this section will not result in any overtime compensation obligations for City.~~

4. Holidays on Weekends

a) City-observed holidays which fall on Sunday shall be observed on the following Monday. City-observed holidays which fall on a Saturday shall be observed on the preceding Friday.

b) Employees who are in paid status on the day that a holiday occurs shall be granted time off, or compensatory time-off, or overtime compensation as appropriate.

ARTICLE 30

PART-TIME EMPLOYEES

Part-time Unit employees shall be entitled to the wages and benefits (including paid leaves) provided for in this MOU in a pro-rated amount of one-half (.5) or three-quarters (.75), based on such proportion of full-time service as is specified by City for the part-time position. However, part-time Unit employees are not entitled to any benefits under Article 8, Longevity Pay, Article 12, Bilingual Pay; and Article 18, Educational Incentive Award Program. Under Article 7, Section 2, Adjustment in Rate of Base Wage, the required periods for advancement shall be extended so as to equate to the hours worked factors specified for full-time employees. Part-time Unit employees shall receive a pro-rated Cafeteria Plan amount specified in Article 21, Section 5, less the amount previously provided for dental insurance (\$34.25 biweekly). In addition, part-time Unit employees shall not be eligible for any benefits under Article 21, Insurance, for which they are not eligible due to the conditions of City's insurance plan (such as dental coverage).

ARTICLE 31

HOURS OF WORK

The work schedule for regular full-time Unit employees shall consist of eighty (80) hours during a fourteen (14) day pre-established pay period. The City shall provide no less than ten (10) calendar days' notice of any change(s) in shift, except in those situations where there are operational emergencies or situations that are imperative to the running of the division/department. In such cases, SEIU Local 721 shall be given notice of any such change(s) within ten (10) calendar days.

ARTICLE 32

TRANSFER

1. Conditions

For purposes of this Article, "transfer" means a change from one position to another position having substantially the same salary range. Transfer shall not be used to effectuate a promotion, demotion, or to impose disciplinary action. However, an employee may

be transferred for the purpose of facilitating a more satisfactory level of performance by the employee. Upon approval of the City Manager, and after notice to the affected employee, an employee may be transferred at any time.

2. Probationary Period After Transfer

If a transfer is effected at the request of an employee, the City Manager may, as a condition of approving the transfer, require that the employee serve a probationary period in the new position, unless the employee previously held permanent status in the position transferred to. Where positions have the same duties, pay rate and/or position title, the probationary period shall be no more than six months. Where pay rates are the same but duties may vary or require other knowledge and/or experience, the supervisor and transferring employee shall agree to a probationary period that may be extended up to twelve months after a review occurring before six months after the transfer.

ARTICLE 33

RESIGNATION

1. Advance Notice

An employee may resign from City service at any time. An employee resigning from City service, however, shall give a minimum of two (2) weeks notice to his/her Division Manager in order to enable City to make proper provisions for filling his/her position. If the employee fails to provide at least two (2) weeks notice, the City may enter a notation of that fact in the employee's personnel file.

2. Forfeiture of Privileges

Upon resignation, the employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section 3.

3. Reinstatement

Any employee who has resigned from City service may apply for reinstatement within one year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation. The employee will have no other rights, privileges, or benefits accrued by him/her in his/her previous employment. This section will not apply to reinstatement after military service.

ARTICLE 34

REDUCTION IN FORCE

1. Definitions

a) For purposes of this Article, “City Length of Service” is defined as the employee’s total continuous service in regular City employment.

b) For purposes of this Article, Displacement Rights is defined as those rights accruing to regular employees only. These rights, commonly referred to as bumping rights, allow a laid off employee to displace another employee currently occupying a position in a classification previously held by the laid off employee in the manner specified under the section entitled Displacement Rights and contained in this Article.

2. Alternatives to Reduction in Force

The City Manager may, after consultation with SEIU Local 721 as required by law, consider alternative actions in order to minimize reductions in force.

3. Suspension of Vacation Redemption/Wage Increases

The City Manager may suspend Article 22, Section 5, Vacation Redemption, for a period of time not to exceed fifty-two (52) pay periods. In addition, the City may defer any negotiated wage increases for a period of time not to exceed fifty-two (52) pay periods.

4. Procedure for Reduction in Force

The City Manager will identify those classifications within departments to be reduced which will minimize the impact on the continued effectiveness of that department and will meet the necessary reduction in force requirements as determined by the City Manager.

5. Notification

a) All Unit employees to be laid off will be given written notice by the City Manager of the effective layoff date no less than thirty (30) calendar days before the effective date of the layoff. Such notice will be hand-delivered or sent by certified mail.

b) The written notice shall inform the employee of his/her displacement rights and reinstatement or reemployment rights.

6. Order of Layoff

Once the classifications to be reduced have been identified, the City Manager shall determine the employee(s) in the identified classification(s) to be laid off in the following order: Flex-staffed classifications shall be considered as one classification for the purpose of reduction in force.

- a) Employees who are temporary.
- b) Employees in limited-term positions in reverse order of their City Length of Service.
- c) Employees serving an initial probationary period with the least continuous City Length of Service.
- d) Employees who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff received disciplinary action amounting to a suspension of more than forty (40) hours, or a demotion.
- e) An employee who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff has had his/her merit increase withheld for reasons of unsatisfactory job performance.
- f) Employees serving a promotional probationary period with the least continuous City Length of Service.
- g) Employees with the least continuous City Length of Service.
- h) If there are two (2) or more employees who have identical continuous City Length of Service, their order of layoff shall be randomly determined by the City Manager.

7. Displacement Rights

Regular Unit employees who are designated to be laid off and have previously held regular status in another classification may displace employees occupying positions in the previously held classification provided that the employee exercising the displacement privilege has greater continuous City Length of Service than the employee currently in the classification to which the employee is seeking a position. If the employee did not complete a probationary period in the previously held classification, then no displacement rights accrue to that employee for that classification. Conditions which affect displacement rights are as follows:

- a) A Unit employee's displacement rights shall be calculated to each previously held classification in reverse of the order in which the employee was employed until a displacement right is determined or the City Manager determines that no displacement right exists. An employee does not have displacement rights to a classification if the employee vacated the classification as a result of a disciplinary action.
- b) The employee exercising the displacement right will displace employees in previously held classifications in the same order as specified in Section 6. However, an employee identified to be laid off as a result of Section 6d or 6e criteria and who exercises displacement rights shall not have Section 6d or 6e criteria applied to them for the same offense in a subsequent reduction in force involving a new classification.

c) A Unit employee must exercise his/her displacement right within nine (9) working days after receipt of the notice of layoff, by written request to the City Manager. If the displacement right is not exercised within the specified time period, the right is automatically forfeited.

8. Demotion

a) Upon request of a Unit employee, and with the approval of the City Manager, an employee who has not held regular status in a classification may be allowed to demote to a vacant authorized position in the same department if he/she meets all the requirements of the classification as determined by the City Manager.

b) All Unit employees who are demoted will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the employee occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the employee's base wage prior to demotion.

c) Any employee subject to a demotion who has not previously completed the probationary period in the classification to which the employee is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

9. Transfer

a) The City Manager may transfer a Unit employee to a vacant authorized classification if the employee is qualified and technically capable of performing the duties as determined by the City Manager.

b) A Unit employee who is transferred will be paid base wages equal to the employee's base wages prior to transfer. Any such employee who does not accept a transfer within five working days after notice of transfer is given will have automatically forfeited his/her ability to transfer to that classification.

c) Any Unit employee subject to a transfer who has not previously completed the probationary period in the classification to which the employee is transferred shall serve the applicable probationary period without credit for the earlier service in classification.

10. Reinstatement of Employees Demoted As a Result of a Reduction in Force

A Unit employee who is demoted as a result of a reduction in force shall have his/her name placed on a classification reinstatement list, in the order of the City Length of Service. Vacant positions within a classification series shall be first offered to employees on this reinstatement list.

11. Reemployment of Employees Laid Off as a Result of a Reduction in Force

A Unit employee who is laid off and who held regular Unit employee status at the time of layoff shall have his/her name placed on a reemployment list for classifications in which the employee previously held regular status and for classifications at the same or lower salary range for which the employee qualifies in the order of the City Length of Service. Vacant positions in such classifications will be offered to employees on the reemployment list after employees on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

12. Duration of Reinstatement and Reemployment Lists

The Unit employee's name shall remain on the reinstatement list and reemployment list for a period of two years from the date of demotion or layoff. An employee not responding to written notification of an opening within nine working days shall have his/her name removed from either the reemployment list or reinstatement list.

13. Restoration of Benefits Upon Reemployment Following a Reduction in Force

Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored:

a) Prior sick leave accruals unless previously compensated for sick leave accruals in accordance with Article 23, Section 7.

b) Seniority at time of layoff for purposes of determining step increases, vacation leave accrual and future layoff priority.

c) Base wages paid to an employee who is reemployed in the same classification he/she held at time of layoff shall be the base wages then in effect for the salary range and step the employee held at the time of layoff. If the employee chooses to be reemployed in a classification which has a salary range lower than the classification from which he/she was laid off, then the base wages shall be those at the step in the lower salary range that is closest to his/her base wages immediately prior to layoff, then the employee shall receive the maximum base wages provided in such salary range.

d) City desires to have contained in the reduction in force procedure a consideration of an employee's performance as a criteria in determining the order of layoffs. Therefore, upon the request of City, SEIU Local 721 agrees to meet and confer with City staff in good faith to negotiate the inclusion of the employee's performance as a criteria in the reduction in force policy. The fact that such negotiations may occur during the period in which a memorandum of understanding between any of the parties is in effect shall not affect the parties' obligation to meet and confer.

14. No Credit for Earlier Service in Classification

Under any circumstances, an Unit employee subject to a demotion or transfer who has not previously completed the probationary period in the classification to which the employee is demoted or transferred shall serve the applicable probationary period for the classification to which the employee is demoted or transferred without credit for the earlier service in the employee's prior classification.

ARTICLE 35

STRIKES OR LOCKOUTS

1. No Strike Commitment

SEIU Local 721 agrees that City services directed by City shall be maintained unimpaired. SEIU Local 721 shall not cause, condone, counsel or permit its members, or Unit employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the customary functions and procedures of City's operations.

2. Notification of Breach

Should any Unit employees represented by SEIU Local 721 breach this obligation, the City Manager shall immediately notify SEIU Local 721 that a prohibited action is in progress.

3. Return to Work Order

SEIU Local 721 shall forthwith in good faith, through its executive officers and other authorized representatives, disavow the strike or other prohibited action, shall order its members orally and in writing to immediately return to work and/or cease the prohibited activity, and provide the City Manager with a copy of its order, with a declaration as to service on such employees; or, alternatively, accept the full responsibility for the strike or other prohibited activity.

4. Actions Against Employees/Remedies

The City Manager reserves the right to take actions against Unit employees who violate this Article. Such actions may include discipline up to and including discharge, loss of all wages and benefits, including seniority, during the period of such prohibited activity, and any other available administrative and legal actions. Should SEIU Local 721 breach its obligations, or any of them under this Article, SEIU Local 721 agrees that City Manager may invoke all legal and administrative remedies available.

5. No Lockouts

City agrees not to lockout Unit employees.

ARTICLE 36

OTHER-THAN-CITY EMPLOYMENT

1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment (outside employment) by Unit employees, particularly where there exists a potential that such employment would impair an employee's ability to perform his/her City duties.

2. Prohibiting Conditions

Unit employees are prohibited from holding employment or occupations other than City service when the following conditions may result therefrom:

- a) The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or
- b) The other-than-City employment or occupation is deemed by the City Manager to be inconsistent with or detrimental to City service.

3. Authorization

A written request on the designated City form duly completed must be provided by the employee to the Department Director for approval of any other-than-City employment. Such employment may not be undertaken without prior written approval of the Department Director of such request.

4. Limitation

In no event shall other-than-City employment exceed twenty (20) hours per week.

5. Order to Cease Working

A Department Director may order an employee to cease other-than-City employment if the employment violates any of the provisions of this Article.

ARTICLE 37

GRIEVANCE PROCEDURE

1. Definition of Grievance

- a) A "Grievance" is an allegation by a Unit employee claiming that he/she has been adversely affected by a violation of the specific express terms of this MOU, or such of the

Personnel Rules and Regulations that are within the statutory scope of representation, and for which there is no specific method of review provided by federal, State or local law.

b) A grievance is also a claim by a Unit employee that a letter of reprimand was issued to him/her by City without legitimate cause.

2. Informal Resolution

a) The responsibility of a Unit employee with a bona fide grievance concerning terms and conditions of employment is to inform and discuss the grievance with the Division Manager or his/her designee within twenty-one (21) business days from the date of the action causing the complaint or from the date the incident is first discovered, in order to, in good faith, endeavor to resolve the matter expeditiously and informally.

b) If such informal discussion does not resolve the grievance to the Unit employee's satisfaction, the employee may file a formal grievance in accordance with the procedure set forth in this section.

3. Procedure

a) The Unit employee shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by City or SEIU Local 721, and shall submit it to his/her Division Manager within ten (10) business days of receipt of the answer from the Division Manager in the formal resolution procedure. The Division Manager shall further consider and discuss the grievance with the employee and the employee's designated representative as he/she deems appropriate, and shall, within ten (10) business days of having received the written grievance, submit his/her response thereto in writing to the employee.

b) If the written response of the Division Manager does not result in a resolution of the grievance, the employee may appeal the grievance by signing and completing the City grievance form and presenting it to his/her Department Director within ten (10) business days of the employee's receipt of the Division Manager's response. The Department Director may investigate the grievance and may set a meeting with the employee, the employee's designated representative and such other persons as he/she deems appropriate to consider the grievance. Within ten (10) business days of the meeting, the Department Director shall submit his/her response to the grievance to the employee and the employee's representative.

c) If the response by the Department Director does not result in resolution of the grievance, the employee may appeal the grievance by signing and completing the City or SEIU Local 721 form and presenting it to a designated representative of the City Manager's Office within ten (10) business days of the employee's receipt of the Department Director's response. The City Manager or designated representative may set a meeting with the employee, the employee's designated representative and such other persons as he/she deems appropriate, to consider the grievance. Within twenty-one (21) business days of receipt of the grievance form, the City Manager or designated representative shall conduct the review and submit his/her response to the employee and the employee's representative.

d) If the response of the City Manager does not result in resolution of the grievance and if the grievance was not related to an appeal of a letter of reprimand:

- 1) The employee and SEIU Local 721 may jointly appeal the grievance to advisory arbitration by signing and completing the City or SEIU form and presenting it to the City Manager within ten (10) business days of the employee's receipt of the City Manager's response.
- 2) The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.
- 3) 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:

e) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before him/her.

f) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.

g) The arbitrator shall be bound by federal, State and local law.

h) 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.

i) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.

j) The City Manager shall, within ten (10) business days of the receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.

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

4. Time Limits

Failure of City representatives to comply with time limits specified in Section 3 shall entitle the employee to appeal to the next level of review; and failure of the employee to comply with the time limits shall constitute abandonment of the grievance, except however, that the parties may extend time limits by mutual written agreement in advance of expiration of the established time limit.

ARTICLE 38

DISCIPLINARY ACTION PROCEDURE

1. Definition of Disciplinary Action

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

2. Opportunity to Respond and Appeal

An employee, within ten (10) calendar days of receipt of an intent to impose disciplinary action to be taken against him/her, 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.

3. Advisory Arbitration

a) The employee, within ten (10) calendar days of the receipt of a notice imposing a disciplinary action, may file an appeal to advisory arbitration.

b) The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

c) 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 department rules and regulations consistent therewith in considering any issue properly before him/her.
- 2) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- 3) The arbitrator shall be bound by federal, State and local 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 ten days before the grievance was timely filed.
- 5) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.
- 6) The City Manager shall, within ten (10) business days of the receipt of the written findings and advisory recommendation, make the final determination of the disciplinary action and submit it in writing to the employee and his/her designated representative.
- 7) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

ARTICLE 39

TERM OF MEMORANDUM OF UNDERSTANDING

1. Term

This MOU shall be effective January 1, 2013, and shall remain in full force and effect through June 30, ~~2018~~2019.

2. Supersession of Other Documents

This MOU contains all covenants, stipulations, and provisions agreed upon by the City staff and representatives of SEIU Local 721, and is intended to supersede all prior memorandums of understanding, or contrary provisions of Personnel Rules and Regulations.

3. Correction of Errors

SEIU Local 721 and the City staff shall review the contents of this MOU for the express purpose of ascertaining whether any terms, articles, sections or items that the City staff and representatives of SEIU Local 721 had agreed be included in this MOU were inadvertently omitted. If, following this review, the City staff and representatives of SEIU Local 721 agree that any terms, articles, sections, or items have been erroneously omitted, then the City staff shall recommend to the City Council and SEIU Local 721 shall recommend to its members that this MOU be modified or revised to include such terms, articles, sections, or items.

4. Revisions to Personnel Rules and Regulations

If City proposes revisions to its Personnel Rules and Regulations, with respect to any such proposed revisions that fall within the required scope of meeting and conferring, City shall promptly, upon the request of SEIU Local 721, meet and confer on such subjects.

5. No Meet and Confer Requirement

Except as expressly provided in this MOU, City or SEIU Local 721 shall not be required to meet and confer during its term. Nothing in this MOU shall release the City from the meet and confer process required by State law on issues not addressed in the MOU.

6. Complete Agreement

This MOU constitutes the total and entire agreement between City staff and representatives of SEIU Local 721 and no verbal statement shall supersede any of the MOU's provisions.

7. Successor Memorandum of Understanding

During the period between March 1, ~~2018~~2019, and March 21, ~~2018~~2019, SEIU Local 721 will notify the City, in writing, of its desire to negotiate a successor memorandum of understanding. On or about April 2, ~~2018~~2019, the ~~City Manager~~ **Human Resources Director** shall contact SEIU Local 721, in writing, to schedule negotiations meetings for the successor memorandum of understanding. Both parties agree "writing" includes email communication. City staff and representatives of SEIU Local 721 shall then meet and confer concerning those modifications, additions or deletions proposed by the parties as are within the statutory scope of meeting and conferring in accordance with State law and the Oxnard City Code.

ARTICLE 40

LABOR/MANAGEMENT COMMITTEE

The City agrees to establish a Labor/Management Committee to discuss issues of mutual concern. Meetings shall be held periodically at mutually agreed times and dates within fourteen (14) calendar days of any request dependent upon availability of the parties.

ARTICLE 41

SAVINGS CLAUSE

In the event that the implementation of any article or section of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section would be frustrated or restrained by such law or tribunal, City staff and representatives of SEIU Local 721 shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article or section.

-XXX-

Dated this _____ day of _____, ~~2013~~2016.

CITY OF OXNARD

SEIU LOCAL 721

~~Jeffrey Freedman~~ Greg Nyhoff, City Manager

~~Danny Carrillo~~ Aram Agdaian

~~Michelle Téllez~~

Lupe Montano

Rhea Voll

~~Armida Galvan-Monares~~ Lyn McGraw

~~Lyn Bennett~~ Angelica Navarro

Eva Magaña

Martin Vasquez

Jim Nelson

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF OXNARD
AND
OXNARD PEACE OFFICERS' ASSOCIATION**

I. Introduction

A. The purpose of this Memorandum of Understanding (MOU) is to memorialize the wages, employee benefits, and other terms and conditions of employment of employees in the Police Unit (Unit) of representation (regular employees in the classifications of Police Officer I/II, Police Officer III, Police Sergeant, Public Safety Dispatcher I, Public Safety Dispatcher II, Public Safety Dispatcher III, Communications Training Coordinator, Police Service Officer, and Senior Police Service Officer) (Unit employees) which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard (City) and the Oxnard Peace Officers' Association (OPOA) and which are recommended to the City Council for ratification. This MOU shall be effective ~~September 6, 2008~~ **July 1, 2014**, and shall remain in full force and effect through ~~June 30, 2014~~ **August 31, 2018**.

B. The matters presented herein, determined through extensive negotiations between representatives of City and OPOA, are considered equitable to City, OPOA and the affected employees and will be supported by City, OPOA and the affected employees.

C. The following items, together with those wages, hours, and other terms and conditions of employment as expressly set forth in previous Memoranda of Understanding between City and the OPOA, which are not changed by this MOU, shall constitute the wages, hours, and other terms and conditions of employment 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. There shall be no change or modification in wages, hours, or other terms and conditions of employment by City without first meeting and conferring in good faith with the OPOA to the extent required by law.

II. Management Rights and Responsibilities

The sole purpose of this provision is to clarify those rights presently possessed by management so that City and OPOA will have a better and clearer understanding of their respective rights. City reserves, retains, and is vested with, solely and exclusively, all rights of management as provided by law which existed prior to the execution of this MOU. These sole and exclusive rights of management shall include but not be limited to, the following rights:

- A. To manage City generally and to determine issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of a management decision.
- C. To determine the necessity and organization of any service or activity conducted by City and to expand or diminish services.

- D. To determine the nature, manner, means and technology, and extent of services to be provided to the public.
- E. To determine methods of financing City functions and operations.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, organizational structure and composition of the work force and allocate and assign work by which to conduct City operations.
- H. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions.
- I. To assign work to and schedule employees (including but not limited to temporary light-duty assignments) in accordance with requirements as determined by City.
- J. To lay off employees from duties because of lack of work or lack of funds, or under conditions where continued work would be ineffective or non-productive, pursuant to the Oxnard City Code and City of Oxnard Personnel Rules and Regulations.
- K. To establish and modify productivity and performance standards.
- L. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause, in accordance with the Oxnard City Code and City of Oxnard Personnel Rules and Regulations, Oxnard Police Department rules and regulations and standard operating procedures in existence at the time of the execution of this MOU and subject to all appeal rights set forth therein.
- M. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reclassify and promote employees in accordance with this MOU, the Oxnard City Code and City of Oxnard Personnel Rules and Regulations and applicable resolutions.
- N. To establish and modify reasonable employee performance standards and to require compliance therewith.
- O. To maintain order and efficiency in City facilities and operations.
- P. To establish and promulgate and/or modify rules and regulations to maintain order, safety and health in City which do not contravene this MOU.
- Q. To take any and all necessary action to carry out the mission of City in emergencies.

III. Compensation

A. Wages

1. Effective the first full pay period following ratification of this Agreement by OPOA and adoption of this Agreement by the City Council, Unit employees shall receive a two percent (2.0%) increase in base wages. ~~There shall be no adjustment in the base wages of Unit employees for fiscal years 2008-2009 and 2009-2010.~~
2. Effective the first full pay period following July 1, 2017, Unit employees shall receive a three percent (3.0%) increase in base wages. ~~With respect to fiscal year 2010-2011, OPOA 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.~~
3. Effective the first full pay period following January 1, 2018, Unit employees shall receive a two percent (2.0%) increase in base wages. ~~With respect to fiscal year 2011-2012, OPOA 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.~~
4. Effective June 30, 2018, Unit employees shall receive a one and a half percent (1.5%) increase in base wages. ~~With respect to fiscal year 2012-2013, OPOA 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.~~
5. ~~With respect to fiscal year 2013-2014, OPOA 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 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.~~

B. Retirement

1. Employees hired on or before December 31, 2012 or who are defined as "classic" PERS members hired on or after January 1, 2013:
 - a. For "safety" employees, the City's contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.
 - b. For "miscellaneous" employees, the City's contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.
 - c. Effective the first pay period following ratification by OPOA and adoption by the City Council, classic employees shall pay three percent (3.0%) of pensionable compensation towards the required employee retirement

contribution to PERS. This shall be paid by employees by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

- i. The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is six percent (6.0%) of pensionable compensation for safety employees and four percent (4.0%) of pensionable compensation for miscellaneous employees.
- d. Effective the first full pay period following July 1, 2017, classic employees shall pay an additional one percent (1.0%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of four percent (4.0%) of pensionable compensation. This shall be paid by employees by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.
 - i. The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is five percent (5.0%) of pensionable compensation for safety employees and three percent (3.0%) of pensionable compensation for miscellaneous employees.
- e. Effective the first pay period following January 1, 2018, classic employees shall pay an additional one half percent (0.5%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of four and a half percent (4.5%) of pensionable compensation. This shall be paid by employees by payroll deduction. This payment shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.
 - i. The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is four and a half percent (4.5%) of pensionable compensation for safety employees and two and a half percent (2.5%) of pensionable compensation for miscellaneous employees.
- f. Effective June 30, 2018, classic employees shall pay an additional one half percent (0.5%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of five percent (5.0%) of pensionable compensation. This shall be paid by employees by payroll

deduction. This payment shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

- i. The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is four percent (4.0%) of pensionable compensation for safety employees and two percent (2.0%) of pensionable compensation for miscellaneous employees.
2. Employees hired on or after January 1, 2013 who are “new members” as that term is defined in the Public Employee Pension Reform Act (“PEPRA”), Government Code § 7522 et seq.:
 - a. For safety employees, the City’s contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.
 - b. For miscellaneous employees, the City’s contract with CalPERS provides for the two percent (2.0%) at age sixty-two (62) retirement formula for miscellaneous employees.
 - c. Employees shall pay the full “member contribution” to PERS at the rate established by PERS, which is 50% of the normal cost as provided in Government Code Section 7522.30(c), and which in FY2016-17 is 13.75% of pensionable compensation for safety employees and 6.00% of pensionable compensation for miscellaneous employees and which may change from year to year. This shall be paid by employees by payroll deduction. No portion of the member contribution shall be paid by the City. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

~~City shall continue to cause the pensions of all Unit employees who are local police officers, as defined in California Government Code section 20425, to be covered, by the three percent (3%) at age 50 retirement formula set forth in California Government Code section 21362.2.~~

~~2. City shall continue to cause the pensions of all Unit employees, who are miscellaneous members of the Public Employees' Retirement System, to be calculated based upon the two percent (2%) at age 55 retirement formula set forth in California Government Code section 21354.~~

3. City shall make available to Unit employees a retirement medical savings plan allowing for voluntary individual contributions to a defined contribution medical retirement plan.

4. ~~City shall continue to pay 100% of the required employee retirement contribution to CalPERS of each Unit employee, and to treat that payment as non-taxable income in accordance with Section 414(h)(2) of the Internal Revenue Code. In addition, City shall continue to report the value of those payments to CalPERS as "compensation earnable" pursuant to the provisions of Section 20636(e)(4) of the California Government Code.~~

4. Salary Step Plan

- a. Eligible permanent employees will be moved to the next step in the salary step plan attached hereto as Exhibit B as set forth below. The same provisions shall apply to hourly-paid and part-time persons.
- b. Original Appointment: The first salary step shall be the minimum salary rate in the salary step plan and shall be the normal hiring rate for new employees. In the case where a person possesses unusual qualifications, the City Manager may authorize initial appointment above the first salary step after receiving the recommendation of the department head.
- c. Progression through Salary Step Plan: An employee shall be considered for increase to the second step upon the employee's satisfactory completion of 2,080 hours in paid status (not including overtime) at the first salary step. An employee shall be considered for all subsequent step increases upon the employee's satisfactory completion of 2,080 hours in paid status (not including overtime) since his or her prior step increase.
- d. Salary step increases shall be effective the first day of the pay period after they are granted. If a step increase is granted on the first day of a pay period, salary step increases shall be as of that date. If a department head recommends to withhold salary step increases because an employee has not achieved the level of performance required for the position, the recommendation of notice must be received by the City Manager at least four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.
- e. Changes in an employee's salary because of promotion, demotion, postponement of salary step increase or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph. Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

C. Annual Leave

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

- a. Full-time regular Unit employees shall accrue annual leave for each biweekly period of service or major fraction thereof based upon years of service as set forth in the following table:

YEARS OF SERVICE	BIWEEKLY ANNUAL LEAVE ACCRUAL	MAXIMUM ANNUAL LEAVE ACCRUAL
Less than 5	10.11	800
5 to 10 years	11.66	920
Greater than 10	13.21	1040
Greater than 15	14.75	1160

- b. (1) If a Unit employee actually works on New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Birthday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and/or Christmas Day such employee shall receive, in addition to his or her regular compensation and the annual leave entitlements, premium pay at the rate of one-half times the employee's regular rate of pay for each regularly scheduled shift hour worked.

(2) If a Unit employee actually works on Christmas Eve and/or New Year's Eve such employee shall receive, in addition to his or her regular compensation and the annual leave entitlements described below, premium pay at the rate of one-half times the employee's regular rate of pay for one-half of the regularly scheduled shift hours worked.

(3) Employees in an on-call status subject to call back outside of their regular shift when such call back period falls on a holiday shall receive 2.7 hours of pay at the employee's regular rate if they are subject to call back on a holiday listed in Article III(C)(1)(b)(1) and 1.4 hours of pay at the employee's regular rate if they are subject to call back on a holiday listed in Article III(C)(1)(b)(2).

- c. 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. **The maximum leave caps shall be enforced on a pay period by pay period basis.** However, a Unit employee shall be allowed to accrue annual leave beyond the maximum level for an additional five biweekly pay periods under the following conditions:

(1) The employee must first file with the Police Business Office a request to accrue annual leave above the maximum level for an additional five biweekly pay periods. The employee may submit such a request only on one occasion during any calendar year.

(2) During the extended five biweekly pay periods, the employee shall submit a request with his or her supervisor to use sufficient annual leave benefits so as to cause the amount of accrued annual leave to be less than the maximum.

(3) The Police Chief or designee shall make every effort to enable the employee to utilize the annual leave benefits in the manner requested or in a manner otherwise acceptable to the employee.

(4) If the employee has not been afforded an opportunity to use a sufficient amount of the requested annual leave during the extended five biweekly pay periods so as to cause his or her accrued annual leave to be less than the maximum, he or she shall continue to accrue annual leave benefits until such time as he or she has failed to take advantage of a reasonable opportunity, as initially determined by the Police Chief or designee, to use sufficient annual leave benefits so as to cause his or her accrued annual leave to be less than the maximum.

- d. A Unit employee may redeem accrued annual leave for cash **or roll accrued annual leave into a deferred compensation plan** ~~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. The payment shall be at his/her then current hourly rate of pay including any longevity pay, educational and incentive pay and bi-lingual pay being earned as of the effective date of the payment.

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

Any rollover of accrued annual leave into an employee's deferred compensation plan shall be subject to the lower of the redemption limits set forth above or any applicable IRS limits. Compliance with applicable IRS limits is the responsibility of individual employees. However, upon request, the City shall provide requested information to assist the employee. Should employees choose to roll accrued annual leave into a deferred compensation plan under this subsection, they must submit their redemption forms to the City's payroll department no later than July 1st or December 1st.

- e. 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.

- f. City may designate, on a work unit basis, specific days which that work unit will be closed for service, and may then require employees assigned to that work unit to use accumulated annual leave hours to receive full pay while absent from work on those days. In the alternative, City may grant the request of any such employee to be reassigned to a different work unit on any such day.
- 2. Sick leave benefits accrued by Unit employees as of February 5, 2000, shall be addressed as follows:
 - a. 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 January 1, 2000.
 - 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 of such current unused or unredeemed sick leave accruals, not to exceed 600 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.

D. Insurance

1. Health Insurance Premiums

- a. City shall ~~continue to~~ contribute the amount required under California Government Code section 22892 towards 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.
- b. City shall ~~continue to~~ contribute \$131.02 biweekly per Unit employee towards City's health insurance reimbursement plan (Cafeteria Plan). **Effective January 1, 2017, the City's contributions towards the Cafeteria Plan shall increase by sixty dollars (\$60.00) per month, or twenty seven dollars and sixty nine cents (\$27.69), per pay period based on a twenty-six (26) pay period cycle.**
- c. City shall ~~continue to~~ contribute \$30.83 biweekly per Unit employee towards City's dental insurance reimbursement plan (Cafeteria Plan).
- d. City and OPOA acknowledge that the Cafeteria Plan is primarily designed to provide health and dental benefits to Unit employees. Nonetheless, if a Unit employee provides acceptable verification of alternative health 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.

- e. To the extent legally possible all deductions for insurance premiums will not be taxable in accordance with Section 125 of Internal Revenue Service regulations. Any monies not used by Unit employees to pay for City and/or OPOA-sponsored insurance programs shall be paid to Unit employees biweekly.
- f. Cafeteria Plan monies shall be subject to applicable State and federal taxes, but shall not be considered wages for retirement purposes or retirement calculations.
- g. As soon as practical following the ratification of this MOU by the Oxnard City Council, the City will extend all entitled benefits as allowed by law to the domestic partner of a Unit employee.

2. Life Insurance

City shall continue to pay one hundred percent of the current premium for employee-only coverage under the existing level of benefits for life insurance for Unit employees.

3. Dental Insurance

City shall continue to provide one or more family dental insurance plans. Unit employees must be enrolled in a dental insurance program provided by City. Unit employees shall be eligible to enroll in the Delta Dental, Golden West Dental & Vision, or other dental programs offered by City.

4. Long-Term Disability Insurance

City shall continue to pay six dollars biweekly for an OPOA-administered long-term disability (LTD) insurance plan for Unit employees. OPOA shall hold City harmless on any issue related to the LTD insurance plan.

E. Physical Fitness

1. Benefit

- a. City shall provide OPOA the following annual sum to be utilized by OPOA toward the payment of membership fees for a physical fitness program available to Unit employees at qualified health clubs previously approved by the City Manager. This amount shall not exceed \$300 per Unit employee who enrolls in that program, nor shall the amount exceed \$30,000 for the Unit or the actual membership fees paid, whichever is less.
- b. Any of these funds not utilized for Unit employees enrolled in health clubs during the term of this MOU, but in no event more than \$5,000, may be utilized for the

purchase of equipment to be placed in the designated physical fitness area at the Public Safety Building subject to approval by the Police Chief.

- c. City agrees that other physical fitness programs at other local facilities may be made available for use by Unit employees, subject to approval by the City Manager after submittal to the City Manager by OPOA of a proposed agreement between OPOA and a facility. Such additional program shall be subject to the same terms and conditions, and shall be charged to the Unit employee dollar maximum specified in subparagraph III.E.1.a.
- d. The payment of this sum by City is contingent upon each Unit employee executing a formal waiver releasing City and OPOA from any liability for any injuries or other claims for damages resulting from participation in the program.
- e. OPOA shall perform all acts necessary to cause to be provided to City access to the relevant records of the health clubs for the purpose of evaluating the overall performance of Unit employees who participate in the program; provided, however, that in affording access to City, the individual identity of each participant shall remain anonymous.

2. Performance Standards

City and OPOA agree to implement a Physical Fitness and Wellness Program (Program) to be developed by a committee comprised of representatives of the Police Department and OPOA. City and OPOA shall make every effort to develop this Program as soon as possible. Sworn Unit employees hired after July 1, 1998, shall adhere to this Program as a condition of continued employment for the first ten years of employment as a sworn officer. For all other Unit employees, participation in the Program shall be on a voluntary basis.

F. Bilingual Pay

1. Bilingual Program

City shall maintain its current Bilingual Program which shall include the following minimum requirements for receipt of compensation under this program:

- a. Consideration of the need for these bilingual skills to provide services to the community in the course of carrying out usual job duties;
- b. An understanding and sensitivity to cultural aspects associated with effectively communicating with diverse populations; and
- c. A specified testing process to determine competency.

2. Compensation

A regular full-time employee who qualifies under the Bilingual Program shall receive bilingual pay at the rate of:

- a. One hundred twenty-five dollars biweekly for Spanish language ability.
- b. Sixty-two dollars and fifty cents biweekly for bilingual services in a designated language other than English or Spanish.

IV. Hours of Work

During the term of this MOU the current temporary 3/12 work schedule for Unit employees assigned to patrol shall continue on a trial basis.

V. **Resignation and Reinstatement** ~~Affirmative Action~~

City and OPOA agree that the prior amendment to the MOU for the period of July 1, 1988, through the last pay period beginning in December 1990 providing for affirmative action is hereby rescinded.

A. **Advanced Notice**

A Unit employee may resign from City service at any time. A Unit employee resigning from City service, however, shall give a minimum of two (2) weeks' notice to his/her supervisor in order to enable the City to make proper provisions for filling his/her position, unless a shorter notice period is mutually agreed to by the City and the employee.

B. **Forfeiture of Privileges**

Except as provided below, upon resignation, the Unit employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section C below.

C. **Reinstatement**

Any Unit employee who has resigned from City service may apply for reinstatement within one (1) year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation if there is a vacancy in that classification. The Unit employee will have his or her seniority rights related to leave accruals and longevity pay reinstated and shall not be required to serve a new probationary period, but shall have no other rights, privileges or benefits accrued by him/her during his/her previous employment. This section will not apply to reinstatement after military service.

VI. OPOA Business

- A. OPOA members shall be authorized to utilize a maximum of 600 hours per year of paid release time from duty for the conduct of usual and normal OPOA activities relating to the employer-employee relationship. For purposes of this paragraph, a reasonable amount of time spent managing/supervising the OPOA Christmas tree lot shall be considered to be an authorized OPOA activity. Time spent in labor negotiations shall not be included in this 600-hour allocation.
- B. OPOA shall maintain complete, accurate and current records of release time so utilized and shall submit a monthly record to the Police Chief or his/her designee. No member shall utilize release time for OPOA activities without prior authorization of the commanding officer.
- C. If an OPOA member uses release time under this paragraph to receive training and such training is creditable by Police Officer Standards and Training (e.g., Advance Officer Training), City may claim credit for such training.

VII. Standby

City shall provide standby pay for those employees subject to call back after regularly scheduled work hours in the amount of \$2.00 per hour.

VIII. Contributions to Retiree Medical Trust Fund

City shall continue to contribute to a Retiree Medical Trust Fund maintained by OPOA on behalf of Unit employees to provide for medical insurance subsidies after retirement an amount equal to four percent (4.0%) of total annual compensation for all Unit employees, including base wage and all items of remuneration that increase when base wages increase. The projected payroll information upon which the contributions for each calendar year will be computed shall be determined by the beginning of that year. Until June 30, 2010, the payments to the Trust based upon that calculation shall continue to be made each pay period. Commencing August 1, 2010, and every three (3) months thereafter, the payments shall be made on a calendar quarterly basis. For example, the August 1, 2010 payment shall encompass the calendar quarter of July 1, 2010 through September 30, 2010. The components to be used in making these calculations are set forth in Exhibit A to this Agreement.

IX. Longevity Pay

City shall provide longevity pay benefits to each Unit employee who has successfully completed the following lengths of service with City in the following percentages of base salary:

LENGTH OF SERVICE COMPLETED	PERCENTAGE OF BASE SALARY
5 years, but less than 10	1%
10 years, but less than 15	4%
15 years, but less than 20	5%
20 years, but less than 25	6%
25 years or more	7%

X. Educational Incentive Pay

- A. Each Unit employee who has earned an Associate Degree from an accredited college or university shall receive an incentive award equal to five percent (5%) of the employee's base wages.
- B. Each Unit employee who has earned an Intermediate POST Certificate from the California Commission of Peace Officers' Standards and Training shall receive an incentive award equal to five percent (5%) of the employee's base wages.
- C. A Unit employee who has earned both an Associate Degree and an Intermediate POST Certificate shall only be entitled to receive the five percent (5%) incentive pay for one of those accomplishments, not both.
- D. Each Unit employee who has earned a Bachelor's Degree from an accredited college or university shall receive an incentive award equal to ten percent (10%) of the employee's base wages.
- E. Each Unit employee who has earned an Advanced POST Certificate from the California Commission of Peace Officers' Standards and Training shall receive an incentive award equal to ten percent (10%) of the employee's base wages.
- F. A Unit employee who has earned both a Bachelor's Degree and an Advanced POST Certificate shall only be entitled to receive the ten percent (10%) incentive pay for one of those accomplishments, not both.
- G. The pay awards described above are not cumulative. Therefore, an employee with a qualifying Associate Degree and a qualifying Bachelor's Degree will receive the award for the Bachelor's Degree, and an employee with a qualifying Intermediate POST Certificate and a qualifying Advanced POST Certificate will receive the award only for the Advanced POST Certificate.

H. Non-management, non-safety employees represented by the OPOA who successfully complete thirty (30) work-related college semester units above the minimum education requirements for their position shall no longer be eligible to receive the education incentive award set forth in the City's Administrative Manual re: "EDUCATIONAL INCENTIVE AWARD PROGRAM."

1. Those non-management, non-safety employees represented by OPOA who were receiving the education incentive award pursuant to the Administrative Manual prior to the execution of the 2005 MOU between the parties shall continue to receive that award from that date forward; provided, however, that they shall no longer receive that award if they should subsequently qualify for a larger bonus upon attaining either an Associate Degree or a Bachelor's Degree.

I. Qualifying employees shall receive the applicable incentive pay effective the first full pay period following the date that the qualifying documentation is presented to the Human Resources Department.

XI. Detective Assignment Pay

Each Unit employee assigned to serve as a Detective in the Investigation Bureau shall receive assignment pay equal to five percent (5%) of his or her base wages.

XII. Training Officer Assignment Pay

Each Unit employee assigned to serve as a Field Training Officer or a Communications Training Officer shall receive assignment pay in the amount of \$125 per pay period.

In addition, each such employee shall receive twenty (20) hours per fiscal year as compensatory time off to be credited at the rate of ten (10) hours semiannually to the employee's compensatory leave accrual. An employee so appointed for less than a full year shall be credited with a prorate amount for each month of service as a training officer. A month of service shall mean eighty (80) scheduled hours or more per month serving in that appointment.

XIII. Night Differential

All sworn Unit employees shall receive night differential pay in an amount equal to five percent (5%) of the Unit employee's base wages whenever fifty percent (50%) of the Unit employee's regularly scheduled work shift occurs between 6:00 p.m. and 6:00 a.m.

XIV. Promotional Appointment

The Police Chief shall not make promotions from an existing eligibility list when there are no vacant positions for the classification in question prior to the original expiration date of the list.

XV. City of Oxnard Employee Thrift Plan

City shall enable Unit employees to participate in the City of Oxnard Employee Thrift Plan. **However, any deposits by employees into the City of Oxnard Employee Thrift Plan must be made consistent with applicable state and federal law and the City makes no representations as to the ability of employees to make contributions to the City of Oxnard Employee Thrift Plan on a tax-deferred basis.**

XVI. **Uniforms**

The Oxnard Police Department shall provide to each Unit member the following uniform pieces on an annual basis:

2 short sleeve uniform shirts
1 long sleeve uniform shirt
2 pairs of pants

In addition, the Oxnard Police Department shall provide the following equipment to newly assigned motorcycle officers, consistent with Cal. Gov't Code § 50081.1:

Riding boots;
Riding breeches;
Leather jacket;
Leather gloves;
Safety helmet; and
Protective glasses

Unit members shall be responsible for the purchase of their own footwear.

XVII. Comprehensive MOU

During the term of this MOU, City and OPOA shall continue to make every effort to develop a comprehensive memorandum of understanding covering all wages, hours, and terms and conditions of employment of employees represented by OPOA. The intent and purpose of this process is to develop a comprehensive MOU not to modify existing or previously negotiated memoranda of understanding.

XVIII. Personnel Rules and Regulations

- A. During the term of this MOU, City and OPOA shall meet and confer in good faith with regard to modification of the City of Oxnard Personnel Rules and Regulations, provided, however, that City may not implement any changes with regard to these Personnel Rules and Regulations during the term of this MOU without the concurrence of OPOA unless those changes apply to all City employees uniformly.

- B. Any changes made by City regarding the "rule of three" for appointments or promotions are subject to the meet and confer process described above and shall not be effective as such changes apply to Unit employees until following the expiration of this MOU.

XIX. Lateral Transfer Program

The Lateral Transfer Program is currently set forth in Oxnard Police Department Policy Manual Section 1003 (Policy). The contents of that Policy, as presently stated, are incorporated herein by reference as though set forth in full.

XX. Mandated Overtime

A. Anticipated Overtime

1. The following procedure addresses City's need to mandate overtime work with reference to anticipated overtime needs. Whenever the Police Chief or designee identifies a need for overtime staffing, Police Chief will seek Unit employee volunteers in the following order:
 - a. Volunteers within the specific work unit
 - b. Volunteer part-time employees
 - c. Volunteers from other work units
2. Once the above process has been exhausted and the overtime staffing needs have not been met, overtime work will be mandated for employees within the specific work unit according to an employee's availability, seniority, current overtime commitment and equity.
3. Each division of the unit can formulate an overtime policy that is consistent with this MOU. Those divisions that do not contain sworn officers, but do require the use of officer overtime, will limit the use to not more than 25% of the division's overtime commitment.

B. Emergency Overtime

As a general rule, mandated overtime is a prerogative the Police Chief may exercise during emergency circumstances. An emergency is defined as a situation that is out of the norm requiring immediate staffing to insure the public safety and minimum staffing or in preparation of events requiring additional resources. Emergency circumstances are usually temporary in nature and of short duration. Should an emergency require prolonged attention, Police Chief shall seek other reasonable alternatives to overtime work as soon as practical.

XXI. Rights of Nonsworn Employees Represented by OPOA in Disciplinary Matters

Nonsworn employees represented by OPOA have the following rights in investigations which either City or the nonsworn employee believe could lead to punitive action, such as action which

may lead to discharge, demotion, suspension, reduction in salary, transfer for purpose of punishment or written reprimand.

- A. Any interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee, unless the seriousness of the investigation requires otherwise. If such interview does occur during off-duty time of the employee being interviewed, the employee shall be compensated for such off-duty time in accordance with the regular Police Department procedures, and the employee shall not be released from employment for any work missed.
- B. The employee under investigation shall be informed prior to such interview of the rank, name and command of the employee in charge of the interview, the interviewing employees, and all other persons to be present during the interview. All questions directed to the employee interviewed shall be asked by and through no more than two persons at one time.
- C. The employee under investigation shall be informed of the nature of the investigation prior to any interview.
- D. The interview shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The employee interviewed shall be allowed to attend to his/her own personal physical necessities.
- E. The employee being interviewed shall not be subjected to offensive language or threatened with punitive action, except that an employee refusing to respond to questions or report for an interview shall be informed that failure to answer questions directly related to the investigation or not reporting for an interview may result in punitive action. No promise of reward shall be made as an inducement for an employee to answer any question.
- F. City shall not cause the employee interviewed to be subjected to visits by the press or news media without his/her express consent nor shall his/her home address or photograph be given to the press or news media without his/her express consent.
- G. The complete interview of an employee may be recorded. If a tape recording is made of the interview, the employee shall have access to the tape if any further proceedings are contemplated or prior to any further interview at a subsequent time. The employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the Police Department to be confidential. No notes or reports which are deemed to be confidential may be entered in the employee's personnel file. The employee being interviewed shall have the right to bring his/her own recording device and record any and all aspects of the interview.

- H. If prior to or during the interview of an employee the Police Department deems that the employee may be charged with criminal offenses, he/she shall be immediately informed of his/her constitutional rights.
- I. Upon filing of a formal written statement of charges, or whenever an interview focuses on matters which are likely to result in punitive action against any employee, that employee, at his/her request, shall have the right to be represented by a representative of his/her choice who may be present at all times during such interview. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the employee under investigation for noncriminal matters.
- J. No employee shall be loaned or temporarily assigned to a location or duty assignment if an employee of his/her program would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.
- K. No employee shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this MOU section, or the exercise of any rights under any existing administrative grievance procedure. No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by the Police Department without providing the employee with an opportunity for administrative appeal.
- L. No employee shall have any comment adverse to his/her interest entered in his/her personnel file, or any other file used for any personnel purposes by City, without the employee having first read and signed the instrument containing the adverse comment indicating he/she is aware of such comment, except that such entry may be made if after reading such instrument the employee refuses to sign it. Should an employee refuse to sign, that fact shall be noted on that document and signed or initialed by such employee.
- M. An employee shall have thirty days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.
- N. No employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against an employee refusing to submit to a polygraph examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the employee refused to take a polygraph examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the employee refused to take a polygraph examination.
- O. No employee shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his/her family or household) unless such information is obtained or required under State

law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his/her official duties, or is necessary for City to ascertain the desirability of assigning the employee to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

- P. No employee shall have his/her locker, or other space for storage that may be assigned to him/her searched except in his/her presence, or with his/her consent, or unless a valid search warrant has been obtained or where he/she has been notified that search will be conducted. This section shall apply to lockers or other space for storage that are owned or leased by City.

XXII. Reserve Officer Deployment

- A. Level One reserve officers have completed a certified police reserve officer academy and have successfully completed the field training program of the Police Department. These Level One reserve officers may be assigned to ride as a second officer with a regular sworn officer, and perform special assignments or details. The deployment of Level One reserve officers will be limited to:

1. Festivals
2. Football games
3. Investigations (follow-up type contacts by telephone and/or in person).
4. Bike detail, consistent with Police Department policy.
5. Stake-out assignments with direct supervision of a regular sworn officer.
6. Station detail (teleserve, juvenile detention)
7. Emergency situations (earthquake, riot)
8. Special assignments or details under the supervision of a regular sworn officer or supervisor.
9. Taking reports of priority 3 burglaries, thefts or vandalism, or automobile accidents.

- B. Watch Commanders and supervisors shall not use Level One reserve officers to staff overtime positions that are used to insure minimum staffing. Level One reserve officers shall not be assigned as one- and two-officer, general-duty patrol or beat units.

- C. Level One reserve officers shall not be used as follows:

1. Routinely and without direct supervision of a regular sworn officer, interview or interrogate suspects.

2. Act as primary investigating officer for the purpose of prosecution or file cases with prosecutors, except when assisting officers or detectives with follow-up investigations.
3. Take active enforcement action inconsistent with his/her immediate assignments, except to report such incidents to his/her supervising officer or to communications.
4. Replace regular sworn officers in overtime assignments except those assignments where exclusively regular sworn officers have been routinely used and unless regular sworn personnel have been afforded the opportunity to decline the overtime work.

XXIII. Non-Tobacco Use Policy

- A. All Unit employees hired as of September 13, 2003 shall be required to sign a "Statement of Acceptance" to refrain from using tobacco products as a term and condition of employment.
- B. All Unit employees represented by OPOA prior to the ratification date of September 13, 2003 shall refrain from using tobacco products while on-duty or on City premises. For the purposes of this section, the term "on-duty" shall be interpreted to mean the hours the employee is working. These hours will be inclusive of breaks and lunch periods, irrespective of whether the employee is compensated for breaks and/or lunch periods.
- C. Violation of the Non-Tobacco Use Policy shall provide basis for City to initiate progressive disciplinary action, if subsequent violations occur within one year of a prior offense.
- D. This Section XXIII will not be implemented until applicable to all sworn peace officers employed by City.

XXIV. Labor Management Committee

- A. City and OPOA shall establish an OPOA/Police Management Committee (Committee) consisting of up to four representatives of OPOA and an equal number of representatives of Police Department management. The purpose of the Committee shall be to examine internal Police Department operations as they affect employees' working conditions and other matters of mutual concern.
- B. The Committee's operating procedures, including frequency and scheduling of meetings, shall be determined by the Committee members.
- C. Agreements reached by the Committee members regarding internal Police Department operations shall be reduced to writing and be binding on City and OPOA. In the absence of agreement, City and OPOA shall be governed by law.

XXV. Additional Provisions

A. Promotional Process

City and OPOA agree that if City and OPOA are involved in judicial or grievance proceedings relating to the issues of work schedules or the promotional selection process, neither City nor OPOA shall in any way refer to the terms "schedule" or "selection procedures" that are set forth in paragraphs I and M of the "Management Rights" provision to assert or imply that the other party has conceded or surrendered any lawful rights which either City or OPOA believes it possessed prior to the inclusion of the "Management Rights" provision in the MOU.

B. Eligibility List Duration

The normal duration of an eligible list for any position/classification in the Unit will be twelve months. The eligible list for any position/classification in the Unit may be extended by City for a maximum of six months upon implementation of a hiring freeze for that position/classification. The frozen list only will be used to fill vacancies that occurred during its initial twelve month effective time frame. Any vacancy occurring subsequent to that twelve month period shall be filled from the ensuing eligible list even if the list is created after the vacancies occur.

C. Disciplinary Action Appeals

The Disciplinary Action Appeals Procedure applicable to Unit employees shall be as follows:

1. Definition of Disciplinary Action

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

2. 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.

3. Advisory Arbitration

- a. 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~~ **Human Resources Director** or his/her designee to appeal the disciplinary action.
- b. ~~City Manager~~ **The Human Resources Director** and 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~~

Human Resources Director 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 ~~City Manager~~ **Human Resources Director** and Unit employee **or their designated representatives** 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.

- c. The arbitrator so selected shall conduct a hearing as expeditiously as possible at a time and place convenient to the ~~City Manager~~ **Human Resources Director** and Unit employee **or their designated representatives**.
- d. Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the City Manager, **the Human Resources Director** and Unit employee.

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. If the City Manager does not adopt the advisory recommendation of the arbitrator and the City Manager's decision is to impose discipline that has a greater negative financial impact on the Unit employee than the advisory recommendation, ~~then~~ the City Manager shall have reviewed the entire evidentiary record of the arbitration proceedings before imposing such new and more severe discipline.

- e. The cost of the arbitrator shall be borne by City.
- f. The time limits expressed herein may be modified by mutual written agreement of the ~~City Manager~~ **Human Resources Director** and Unit employee, **or their designee(s)**.

D. Grievance Procedure

During the term of this Agreement, the parties agree to meet and confer over developing a grievance procedure applicable to Unit members.

E. Multi-Agency Dispatch Center

No change in any existing term and condition of employment within the lawful scope of representation of OPOA may occur as a result of that process unless if City desires to develop a multi-agency dispatch center, City shall meet and confer in good faith with OPOA, mutually agreed by City and OPOA.

F. Employee Selection—Acting Assignments

1. If a certified eligible list exists, the Police Chief may select from the top three candidates on the list.
2. If a certified eligible list does not exist, the Police Chief may select from the top three most senior qualified employees who declare an interest in the assignment.

XXVI. Term

This MOU shall be in full force and effect from ~~September 6, 2008~~ **July 1, 2014** through ~~June 30, 2014~~ **August 31, 2018**.

FOR THE CITY OF OXNARD

FOR THE OXNARD PEACE OFFICERS'
ASSOCIATION

~~Karen R. Burnham~~

Greg Nyhoff, Assistant City Manager

~~Greg M. Hebert~~ **Michael Johnson**, President

~~Michelle H. Tellez, Director of Human Resources~~

Dated this _____ day of _____, 20106.

EXHIBIT "A"

Ingredients, in addition to salary, to be utilized in calculating the payment to the Retiree Medical Trust Fund in accordance with Article IX

REGULAR HOURS

Total wages

EDUCATIONAL INCENTIVE PAY (as listed in Article X)

LONGEVITY PAY (as listed in Article IX)

MEDICARE EMPLOYER

PERS MISC – ER

PERS MISC (PERS+) – EE

PERS PLUS 7% EE

PERS PLUS 7% ER

PERS PLUS 9% EE

PERS PLUS 9% ER POLICE

PERS POLICE – EE

PERS POLICE – ER

SAFETY PROGRAM

UNEMP INS – CITY

UNFUNDED MEDICAL

VACATION/SICK PAYOUT

WORKERS COMPENSATION

*MEMORANDUM OF UNDERSTANDING
b e t w e e n
CITY OF OXNARD
and*

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

FISCAL YEARS

July 1, 2008 2014 THROUGH August 31, 2018 ~~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 **2014** through ~~June 30, 2014~~ **August 31, 2018**.
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. **Effective the first full pay period following ratification of this Agreement by IAFF and adoption of this Agreement by the City Council, Unit employees shall receive a two percent (2.0%) increase in base wages.** ~~There shall be no adjustment in the base wages of Unit employees for fiscal years 2008-2009 and 2009-2010.~~
- b. **Effective the first full pay period following July 1, 2017, Unit employees shall receive a three percent (3.0%) increase in base wages.** ~~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. **Effective the first full pay period following January 1, 2018, Unit employees shall receive a two percent (2.0%) increase in base wages.** ~~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 January 1, 2012.~~

- d. Effective June 30, 2018, Unit employees shall receive a one and a half percent (1.5%) increase in base wages. ~~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 1, 2013.~~

e. Salary Step Plan

i. Eligible permanent employees will be moved to the next step in the salary step plan attached hereto as Exhibit A as set forth below. The same provisions shall apply to hourly-paid and part-time persons.

ii. Original Appointment: The first salary step shall be the minimum salary rate in the salary step plan and shall be the normal hiring rate for new employees. In the case where a person possesses unusual qualifications, the City Manager may authorize initial appointment above the first salary step after receiving the recommendation of the department head.

iii. Progression through Salary Step Plan: An employee shall be considered for increase to the second step upon the employee's satisfactory completion of 1,040 hours (for administrative staff) and 1,456 hours (for shift personnel) in paid status (not including overtime) at the first salary step. An employee shall be considered for all subsequent step increases upon the employee's satisfactory completion of 2,080 hours (for administrative staff) and 2,912 hours (for shift personnel) in paid status (not including overtime) since his or her prior step increase.

iv. Salary step increases shall be effective the first day of the pay period after they are granted. If a step increase is granted on the first day of a pay period, salary step increases shall be as of that date. If a department head recommends to withhold salary step increases because an employee has not achieved the level of performance required for the position, the recommendation of notice must be received by the City Manager at least four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

v. Changes in an employee's salary because of promotion, demotion, postponement of salary step increase or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph. Salary range adjustments for the classification will not

set a new salary anniversary date for employees serving in that classification.

~~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 1, 2014.~~

2. Administrative Work Schedules Differential

- a. All Unit employees ~~regularly~~ **temporarily or permanently** assigned to an administrative work schedule (i.e., a schedule of approximately 80 hours of work per biweekly pay period) **for at least one full pay period** shall receive a schedule differential increase equal to ten percent (10%) of base wages **for the time worked on an administrative work schedule**. 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.~~

- 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.~~
- a. **Employees hired on or before December 31, 2012 or who are defined as “classic” PERS members hired on or after January 1, 2013:**
- i. **For “safety” employees, the City’s contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.**
 - ii. **For “miscellaneous” employees, the City’s contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.**
 - iii. **Effective the first pay period following ratification by IAFF and adoption by the City Council, classic employees shall pay three percent (3.0%) of pensionable compensation towards the required employee retirement contribution to PERS. This shall be paid by employees by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.**
 - 1. **The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is six percent (6.0%) of pensionable compensation for safety employees and four percent (4.0%) of pensionable compensation for miscellaneous employees.**
 - iv. **Effective the first full pay period following July 1, 2017, classic employees shall pay an additional one percent (1.0%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of four percent (4.0%) of pensionable compensation. This shall be paid by employees by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.**
 - 1. **The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is five percent (5.0%) of pensionable compensation for safety employees and three percent (3.0%) of pensionable compensation for miscellaneous employees.**

- v. Effective the first pay period following January 1, 2018, classic employees shall pay an additional one half percent (0.5%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of four and a half percent (4.5%) of pensionable compensation. This shall be paid by employees by payroll deduction. This payment shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.
 - 1. The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is four and a half percent (4.5%) of pensionable compensation for safety employees and two and a half percent (2.5%) of pensionable compensation for miscellaneous employees.
- vi. Effective June 30, 2018, classic employees shall pay an additional one half percent (0.5%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of five percent (5.0%) of pensionable compensation. This shall be paid by employees by payroll deduction. This payment shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.
 - 1. The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is four percent (4.0%) of pensionable compensation for safety employees and two percent (2.0%) of pensionable compensation for miscellaneous employees.
- b. Employees hired on or after January 1, 2013 who are “new members” as that term is defined in the Public Employee Pension Reform Act (“PEPRA”), Government Code § 7522 et seq.:
 - i. For safety employees, the City’s contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.
 - ii. For miscellaneous employees, the City’s contract with CalPERS provides for the two percent (2%) at age sixty-two (62) retirement formula for miscellaneous employees.
 - iii. Employees shall pay the full “member contribution” to PERS at the rate established by PERS, which is 50% of the normal cost as provided in Government Code Section 7522.30(c), and which in FY2016-17 is 12.25% of pensionable compensation for safety employees and 6.00% of pensionable

compensation for miscellaneous employees and which may change from year to year. This shall be paid by employees by payroll deduction. No portion of the member contribution shall be paid by the City. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

- 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). **Effective January 1, 2017, the City's contributions towards the Cafeteria Plan shall increase by sixty dollars (\$60.00) per month, or twenty seven dollars and sixty nine cents (\$27.69), per pay period based on a twenty-six (26) pay period cycle.**
- 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:

Years of Service Completed	Percentage Bonus
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.~~
Employees are eligible to use up to one half of their annual leave accruals to care for a family member, as such term is defined in California Labor Code section 233. 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.

Employee's Regular Assignment	Employee's Acting Assignment	Acting Pay Per hour
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 e~~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

Years of Service	Months of Service	Biweekly Accrual	Annual Accrual	Maximum Accrual as of Dec. 31 st
<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**

Years of Service	Months of Service	Biweekly Accrual	Annual Accrual	Maximum Accrual Dec. 31st
<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 reinstituted.

- b. A Unit employee may redeem accrued annual leave for cash or roll accrued annual leave into a deferred compensation plan ~~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:

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

Any rollover of accrued annual leave into an employee's deferred compensation plan shall be subject to the lower of the redemption limits set forth above or any applicable IRS limits. Compliance with applicable IRS limits is the responsibility of individual employees. However, upon request, the City shall provide requested information to assist the employee. Should employees choose to roll accrued annual leave into a deferred compensation plan under this subsection, they must submit their redemption forms to the City's payroll department no later than July 1st or December 1st.

- 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 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. Probationary Employees:

- 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~~ **Human Resources Director or his/her designated representative**. The grievance shall be presented to the ~~City Manager~~ **Human Resources Director or his/her designated representative** 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~~ **Human Resources Director or his/her designated representative** 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 City Manager~~ **Human Resources Director or his/her designated representative** 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~~ **Human Resources Director**.

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~~ **Human Resources Director or his/her designated representative** 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~~ **Human Resources Director or his/her designated representative** within 14 calendar days following the receipt of his/her response, a written request by completing the appropriate form to present the matter to advisory arbitration. If the ~~City Manager~~ **Human Resources Director or his/her designated representative** and the grievant cannot agree upon the arbitrator within a reasonable time, either party may request the State **Mediation and** 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/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- 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, **the Human Resources Director** 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.
- f. **During the term of this Agreement, the parties agree to meet and confer over modifications to the grievance procedure applicable to Unit members.**

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~~ **written notification** 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.
 - i. 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.
 - ii. 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.

- 6) 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:
 - i. Personally perceived and specific, articulable observations of the appearance, behavior, speech, body odors or performance of the employee; or
 - ii. 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
 - iii. 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

i. Category One

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

ii. Category Two

- a. 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.
- b. A twelve-month period shall be July 1, 1999, through June 30, 2000 and each July 1 through June 30 of succeeding years.
- c. An alcohol/drug test occurring for cause, or due to a vehicle accident shall not count towards these random test frequency limits.

iii. Category Three

- a. 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.
- b. This test shall not count towards these random test frequency limits.

iv. 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.

- v. 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.
- vi. 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~~ **Human Resources Director** or his/her designee to appeal the disciplinary action.

- 2) ~~City Manager~~ **Human Resources Director** 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~~ **Human Resources Director** or the Unit employee, **or their designated representatives** 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, **the Human Resources Director** 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~~ **Human Resources Director or their designated representatives**.

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 **pay to**

~~compensate~~ all active Unit employees ~~an~~ **a lump sum** 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~~ **Resignation and Reinstatement**

a. **Advanced Notice**

A Unit employee may resign from City service at any time. A Unit employee resigning from City service, however, shall give a minimum of two (2) weeks' notice to his/her supervisor in order to enable the City to make proper provisions for filling his/her position, unless a shorter notice period is mutually agreed to by the City and

the employee.

b. Forfeiture of Privileges

Except as provided below, upon resignation, the Unit employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section C below.

c. Reinstatement

Any Unit employee who has resigned from City service may apply for reinstatement within one (1) year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation if there is a vacancy in that classification. The Unit employee will have his or her seniority rights related to leave accruals and longevity pay reinstated and shall not be required to serve a new probationary period, but shall have no other rights, privileges or benefits accrued by him/her during his/her previous employment. This section will not apply to reinstatement after military service.

~~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 **2014** through ~~June 30, 2014~~ **August 31, 2018**.

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~~ **Greg Nyhoff**
Assistant City Manager

Jeff Donabedian
President

~~Michelle H. Tellez~~
Director of

DATED: _____, 2016

DATED: _____, 2016

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

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

- A. The Oxnard Public Safety Managers' Association (Association) is the recognized majority representative of the employees occupying classifications in the Police Management Unit (Unit) consisting of classifications of Police Commander and Assistant Police Chief; and
- B. The authorized representatives of the City of Oxnard (City) and the Association have ~~in good~~ met and conferred in good faith concerning wages, hours and other terms and conditions of employment of Unit employees; and
- C. The authorized representatives of City and the Association have reached an agreement as to wages, hours and other terms and conditions of employment of the employees represented by the Association, which shall be submitted to the City Council for its determination. The implementation of this MOU shall be by action of the City Council by appropriate ordinance, resolution or other directives.
- D. The MOU supersedes any and all prior agreements or MOUs entered into between City and the Association, on behalf of 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 ~~September 6, 2008~~ **July 1, 2015**, and shall expire ~~September 5, 2014~~ **August 31, 2018**.
2. The City and the Association agree to meet and confer upon request of either the City or the Association on staff-recommended changes to the City of Oxnard Personnel Rules and Regulations which are within the statutorily required scope of negotiations as defined in California Government Code section 3504.
3. The City shall, as required by State law, contribute toward the payment of the cost a Unit employee's health insurance provided by the Public Employees Retirement System.
4. The City shall continue to pay 100 percent of the premiums for employee-only coverage under the existing level of benefits for life and long-term disability insurance for Unit employees.
5. City shall continue to pay \$160.06 biweekly for each Unit employee as 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). **Effective January 1, 2017, the City's contributions towards the Cafeteria Plan shall increase by sixty dollars (\$60.00) per month, or twenty seven dollars and sixty nine cents (\$27.69), per pay period based on a twenty-six (26) pay period cycle.**
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.

6. Unit employees occupying the classifications of Police Commander and Assistant Chief of Police, as defined in Government Code section 20425 **who were (i) hired on or before December 31, 2012 or (ii) qualify as “classic” members of CalPERS and were hired on or after January 1, 2013,** shall continue to be covered by the 3% at age 50 retirement formula set forth in California Government Code section 21362.2.

Effective the first pay period following Association ratification and City Council adoption of this agreement, employees who are “classic” members of CalPERS shall pay three percent (3.0%) of pensionable compensation towards the employee share of PERS costs. This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to six percent (6.0%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions.

Effective the first full pay period following July 1, 2017, employees who are “classic” members of CalPERS shall pay an additional one percent (1.0%) of pensionable compensation towards the employee share of PERS costs, for a total contribution of four percent (4.0%). This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to five percent (5.0%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions.

Effective the first full pay period following January 1, 2018, employees who are “classic” members of CalPERS shall pay an additional one-half percent (0.5%) of pensionable compensation towards the employee share of PERS costs, for a total contribution of four and a half percent (4.5%). This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to four and a half percent (4.5%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions.

Effective June 30, 2018, employees who are “classic” members of CalPERS shall pay an additional one-half percent (0.5%) of pensionable compensation towards the employee share of PERS costs, for a total contribution of five percent (5.0%). This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to four percent (4.0%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions.

7. The City shall continue to contribute one percent (1%) of a Unit employee's 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 base wages to be eligible to receive this contribution. Employees not enrolled shall not receive any City contribution to deferred compensation.
8. At the discretion of the Chief of Police, 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.
9. Based upon the semi-annual evaluation of performance by the Police 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 and is subject to the approval of the City Manager.
10. **Effective February 10, 2015, new Unit members will no longer be permitted to establish a Reserve Leave Fund (RLF). Current Unit members who have previously established an RLF will be permitted to maintain the balance of their RLF, and will only be permitted to transfer annual leave identified as "Excess Leave" as of November 8, 2014 to their RLF. Employees must submit requests to transfer this "Excess Leave" to their RLF to the City's payroll department no later than thirty (30) calendar days following adoption of this agreement by the City Council. To the extent employees have previously submitted requests to transfer "Excess Leave" to their RLFs, these requests will be processed following adoption of this Agreement by the City Council. Subject to this exception and the exception described in Article 12(d), employees will not be permitted to move any additional accrued leave into their RLFs following the effective date of this Agreement. In no event shall the transfers permitted under this section, Article 12(d), or the combination of such transfers cause an employee's RLF balance to exceed the previously authorized maximum of 1,560 hours.**

An employee has the option to use his or her RLF balance to cover leaves of absence, consistent with the restrictions placed on the use of annual leave set forth in Article 12. In addition, an employee may cash out 100% of the balance of his or her RLF upon separation from City service, provided that the employee has a minimum of five (5) years of regular full time service with the City. A Unit employee may establish a Reserve Leave Fund (RLF). The Unit employee may accumulate up to 1560 hours in the RLF of paid leave for severance, sabbatical, or other extended leave purposes. A Unit employee will have the opportunity during the months of July and December to transfer vacation or annual leave hours which have already been accumulated into the RLF subject to guidelines established by the City Manager. This benefit does not grant additional paid leave time over and above that already earned by the Unit employee but rather allows the employee to preserve hours for long range planning and use. An employee has the option to cash out 100% of the employee's unused RLF upon separation, provided that the employee has a minimum of five (5) years of regular full time service with the City;

11. Annual Leave:

- 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
Less than 5	10.85	564.20
5 to 10 years	11.16	580.32
Greater than 10	11.47	596.44
Greater than 15	11.78	612.56

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

- b. Except as provided in section 12(a)(ii) above 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

- 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.
- e. Sick leave and vacation leave benefits accrued by Unit employees as of December 14, 2010, shall be addressed as follows:
- Current sick leave accruals may be used to receive a leave of absence with pay for illnesses or injuries of the employee under the same circumstance and with the same limitations as existed prior to December 14, 2010.
 - Such current sick leave accruals may be used as donations to a sick leave bank established by City for another City employee.
 - City will redeem fifty percent (50%) of such current unused unredeemed sick and one hundred percent (100%) of such current unused unredeemed vacation leave

accruals not to exceed 600 hours for each account, upon separation from service to those employees with a minimum of five (5) years of regular full-time service, at time of separation, at the employee's base rate of pay being earned as of the effective date of separation from City service. **Effective as of February 10, 2015, employees will not be permitted to transfer vacation or sick leave to their RLFs.**

- f. **During their final three (3) years of employment prior to retirement from City service, members may convert accrued but unused annual or vacation leave into a City-sponsored 457 deferred compensation plan. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code (the "IRC"). It is the responsibility of each employee, not the City, to ensure compliance with any IRC contribution limits. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City's payroll department.**

~~13. Unit employees shall be eligible to direct accrued annual leave, and/or reserve leave as to the City of Oxnard Employees Thrift Plan (Thrift Plan) as follows:~~

~~a. In addition to the limits established in Section 11 of this MOU, Unit employees shall be eligible to transfer accumulated leave from their RLF to the Thrift Plan.~~

~~b. 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:~~

~~First Calendar Year after Ratification of MOU—500 hours
Each Year Thereafter—280 hours~~

~~c. The maximum number of hours a Unit employee shall be eligible to accumulate in a RLF shall be reduced by the number of hours transferred to the Thrift Plan from RLF.~~

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 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.

~~15. The City and the Association agree to continue the Drug and Alcohol Testing Program developed with the Association with respect to Unit employees.~~

13. All Unit employees shall be required to 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.

14. If a Police Commander is assigned to Patrol Watch Commander responsibilities and works during the week of a City-recognized holiday, the City shall compensate the Police Commander with ten

(10) hours of annual leave for each such holiday, as long as said Commander is working a 4-10 shift. If the Commander is working an eight (8) hour shift, the Commander shall receive eight (8) hours of annual leave compensation and if the Commander is working a twelve (12) hour shift, the Commander shall receive twelve (12) hours of annual leave compensation.

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

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

15. Wages

- a. Effective the first pay period following Association ratification and City Council adoption of this agreement, all unit employees shall receive a two percent (2.0%) base wage increase.
- b. Effective the first full pay period following July 1, 2017, all unit employees shall receive a three percent (3.0%) wage increase.
- c. Effective the first full pay period following January 1, 2018, all unit employees shall receive a two percent (2.0%) wage increase.
- d. Effective June 30, 2018, all unit employees shall receive a one and a half percent (1.5%) wage increase.

~~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.~~

16. Participation in and Contributions to the OPOA Retiree Medical Trust

The City shall continue to make mandatory contributions to the Oxnard Peace Officers' Association Retiree Medical Trust ("Trust") on behalf of unit employees who were promoted into the Association on or after September 13, 2003. The amount of such contributions made on behalf of each promoted employee shall equal the contribution rate of a top-step sergeant as established in the most recent MOU between the City and the OPOA. The City shall adjust the contribution rate to reflect any negotiated OPOA top-step sergeant increase. Such adjustments to the contribution rate shall be effective on the same date as the negotiated OPOA top-step sergeant increase.

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

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

17. Tuition reimbursement shall be provided at the rate of 75% of the cost of tuition, provided the employee attends an accredited institution, receives a "C" or better, or passes the class if the criteria work is pass/fail, and as long as the course work benefits the employee towards completion of a degree (e.g., B.A., M.B.A.) or benefits the employee's career development.
18. **Temporary Upgrade Pay: A member who is assigned to assume the majority of duties and responsibilities of a higher classification shall receive additional compensation while such duties are performed. The member shall be compensated at the minimum base salary established for the higher classification, or five percent (5%) above the member's present pay, whichever is greater, and which will not exceed the new pay/salary range maximum. The change in pay/salary related to the assignment shall be effective the first day of the new pay period following such appointment, once the member has performed such duties for at least forty hours (40) in any one calendar year. The member shall then continue to receive the additional pay for the duration of the assignment. The member shall not receive any other benefit assigned to the higher classification that they are not already receiving. The member's time worked performing the duties of the higher classification shall not count toward the completion of probationary requirements in the higher classification.**
19. **All employees in this bargaining unit are "exempt" employees as defined under the Fair Labor Standards Act and therefore are salaried employees and ineligible for overtime pay. Notwithstanding the foregoing, effective June 30, 2007, employees occupying the classification of Police Commander will be allowed, at the discretion of the Police Chief, to work overtime hour performing the assignment of Watch Commander, and be compensated at the employee's regular hourly rate for such overtime work at straight time.**

Dated this _____ day of _____, 20102016.

For the City of Oxnard

For the Association

~~Karen R. Burnham~~ Greg Nyhoff
~~Commander~~
~~Assistant City Manager~~

~~Tom Chronister~~ Eric S. Sonstegard,
Assistant Police Chief
President, OPSMA

~~Michelle H. Téllez~~
~~Director of Human Resources~~

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. [___]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND (I) SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721, CLC, (II) OXNARD PEACE OFFICERS' ASSOCIATION, (III) LOCAL 1684 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, AND (IV) THE OXNARD PUBLIC SAFETY MANAGERS' ASSOCIATION (POLICE UNIT) AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT.

WHEREAS, the Service Employees International Union Local 721, CLC ("SEIU") is the recognized representative for identified job classes in the Professional, Technical and Administrative Support Unit within the City of Oxnard (the "City"); and

WHEREAS, the Oxnard Peace Officers' Association ("OPOA") is the recognized representative for identified job classes in the Police Unit within the City;

WHEREAS, Local 1684 International Association of Firefighters AFL-CIO ("IAFF") is the recognized representative for identified job classes in the Fire Unit within the City;

WHEREAS, the Oxnard Public Safety Managers' Association (Police Unit) ("OPSM-Police") the recognized representative for identified job classes in the Police Management Unit within the City of Oxnard (the "City"); and

WHEREAS, the City exercised its right to reopen its memorandum of understanding with SEIU to discuss contributions towards pension costs by "classic" employees as such term is defined under the Public Employee Pension Reform Act of 2012 ("PEPRA"); and

WHEREAS, the City's memoranda of understanding with OPOA and IAFF expired on June 30, 2014; and

WHEREAS, the City's memorandum of understanding with OPSM-Police expired on June 30, 2015; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of SEIU, OPOA, IAFF and OPSM-Police concerning wages, hours, terms and conditions of employment for employees in said bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreements with SEIU, OPOA, IAFF and OPSM-Police, attached as Attachments 1 through 4 respectively of the City Council agenda report of September 13, 2016 (the "Agreements"), which set forth the modified terms and conditions of employment for each of those bargaining units.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

That the Agreements are adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the MOU on behalf of the City.

PASSED AND ADOPTED THIS _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. ____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OXNARD FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MEMBERS OF THE PROFESSIONAL, TECHNICAL AND ADMINISTRATIVE SUPPORT UNIT, THE POLICE UNIT, THE FIRE UNIT AND THE POLICE MANAGEMENT UNIT

WHEREAS, the governing body of the City of Oxnard has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Oxnard has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Oxnard of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Oxnard has identified the following conditions for the purpose of its election to pay EPMC:

- 1) With respect to employees in the Professional, Technical and Administrative Support Unit
 - a. This benefit shall apply to all employees in the Professional, Technical and Administrative Support Unit
 - b. Effective September 24, 2016, this benefit shall consist of paying four percent (4%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.
 - c. Effective July 1, 2017, this benefit shall consist of paying three percent (3%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.
 - d. Effective January 12, 2019, this benefit shall be eliminated.
- 2) With respect to employees in the Police Unit, the Fire Unit and the Police Management Unit
 - a. This benefit shall apply to all employees in the Police, Fire and Police Management Units
 - b. For miscellaneous members of the Police and Fire Units:
 - i. Effective September 24, 2016, this benefit shall consist of paying four percent (4%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

- ii. Effective July 1, 2017, this benefit shall consist of paying three percent (3%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.
 - iii. Effective January 13, 2018 this benefit shall consist of paying two and a half percent (2.5%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.
 - iv. Effective June 30, 2018, this benefit shall consist of paying two percent (2.5%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.
- c. For safety members of the Police and Fire Units and all members of the Police Management Unit:
 - i. Effective September 24, 2016, this benefit shall consist of paying six percent (6%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.
 - ii. Effective July 1, 2017, this benefit shall consist of paying five percent (5%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.
 - iii. Effective January 13, 2018, this benefit shall consist of paying four and a half percent (4.5%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.
 - iv. Effective June 30, 2018, this benefit shall consist of paying four percent (4.0%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Oxnard elects to pay and report the value of EPMC, as set forth above.

PASSED AND ADOPTED ON THIS 13th day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

*Note: Payment of EPMC and reporting of the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMA on compensation earnable.