

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

***OXNARD PEACE OFFICERS ASSOCIATION***

***September 1, 2018 through June 30, 2021***

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

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

7623-16-HR

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 1, 2018, and shall remain in full force and effect through June 30, 2021.
- 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.
- D. **No Discrimination**  
There shall be no discrimination by the City in employment conditions or treatment of employees on the basis of membership or non-membership in the Association, or participation in the activities of the Association.
- E. **Dues Checkoff**  
The Association acknowledges that it bears the sole responsibility for providing the City with a comprehensive list of employees with the dues deductions to be made by the City on behalf of the POA. The POA holds harmless and indemnifies the City from any actions that an employee may take for improper deductions being made when those deductions were made based on the list provided by the POA.

## 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. There shall be no across-the-board increases in base wages during the term of this MOU.

#### 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. Classic employees shall continue to pay five percent (5.0%) of pensionable compensation towards the required employee retirement contribution to PERS. 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.
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. Effective the first pay period following Council ratification the City will establish a Deferred Compensation 401 (a) plan and will contribute 0.9% of base salary to the plan. The contribution will take effect the first full pay period following the election made by the employee. There will be no retroactivity for those employees who fail to make a timely enrollment.
  5. 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:

| <b>YEARS OF SERVICE</b> | <b>BIWEEKLY ANNUAL<br/>LEAVE ACCRUAL</b> | <b>MAXIMUM ANNUAL<br/>LEAVE ACCRUAL</b> |
|-------------------------|--|---|
| 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 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.



| <b>YEARS OF SERVICE</b> | <b>MAXIMUM ANNUAL LEAVE<br/>REDEMPTION HOURS</b> |
|-------------------------|--|
| 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 1<sup>st</sup> or December 1<sup>st</sup>.

- 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. The City shall 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.

Effective on the date City Council approves this MOU, the City shall contribute \$743.00 per month for each Unit employee (regardless of tier, i.e. Employee Only, Employee Plus One or Family) towards the City's health insurance reimbursement plan (Cafeteria Plan). Therefore, effective on the date City Council approves this MOU, the City's total monthly contribution is as follows:

Employee Only – \$743.00

Employee plus One - \$743.00

Family - \$743.00

Should the City's contribution exceed the plan premium selected by the employee, then that excess will be paid to the employee in cash.

Effective on the date City Council approves this MOU, employees who waive medical benefits will receive \$643 per month in cash.

- b. Effective the first full pay period of July 2019, the City will make an additional \$400 monthly contribution for each Unit employee (regardless of tier, i.e. Employee Only, Employee plus One or Family) towards the Cafeteria Plan. Therefore, effective the first full pay period of July 2019, the City's total monthly contribution is as follows:

Employee Only – \$1143.00

Employee plus One - \$1143.00

Family - \$1143.00

Should the City's contribution exceed the plan premium selected by the employee, then that excess will be paid to the employee in cash.

Effective the first full pay period of July 2019, employees who waive medical benefits will receive \$943 per month in cash.

- c. Effective the first full pay period of July 2020, the City will make an additional \$400 monthly contribution for each Unit employee (regardless of tier, i.e. Employee Only, Employee Plus One or Family) towards the Cafeteria Plan. Therefore, effective the first full pay period of July 2020, the City's total monthly contribution is as follows:

Employee Only -- \$1543.00

Employee plus One - \$1543.00

Family - \$1543.00

Should the City's contribution exceed the plan premium selected by the employee, then that excess will be paid to the employee in cash.

Effective the first full pay period of July 2020, employees who waive medical benefits will receive \$1243 per month in cash.

- d. On the date the MOU expires, the status quo for the monthly amount for Unit employees who waive medical benefits will remain at \$1243 if the bargaining unit has a 75% participation level in the medical program on January 1, 2021. If the bargaining unit's participation level is less than 75% at on that date, then the status quo as of the expiration of the MOU shall be that the cash back for Unit employees who waive medical benefits is \$900 per month.
- e. City shall contribute \$30.83 biweekly per Unit employee towards City's dental insurance reimbursement plan (Cafeteria Plan).
- f. 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, as set forth above, the Unit employee shall 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.
- g. 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.
- h. Cafeteria Plan monies shall be subject to applicable State and federal taxes, but shall not be considered wages for retirement purposes or retirement calculations.
- i. Cash received pursuant to the Cafeteria Plan shall be included in an employee's regular rate of pay for purposes of calculating overtime under

the Fair Labor Standards Act (29 USC § 201, *et seq.*). However, cash received pursuant to the Cafeteria Plan shall not be included in an employee's regular rate of pay for purposes of calculating overtime under this MOU ("Contract Overtime").

- j. The City agrees that all benefits allowed by law shall be extended 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. The City shall provide OPOA with \$40,000 annually 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. The Union agrees to submit an annual statement detailing the specific use of the funds including: amount, equipment, facility, and employee. Should the City not receive the statement by June 30 of each year then the Union will forfeit the amount for the following fiscal year.
- b. Any of these funds not utilized for Unit employees enrolled in health clubs during the term of this MOU 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. In 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

##### 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 \$4.00 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<br>COMPLETED | PERCENTAGE OF BASE<br>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.

Furthermore, employees whose primary assignment is investigations will 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 prorated 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.

Individuals employed as Police Service Officers (Booking Officers) who perform duties training another employee shall receive assignment pay in the amount of \$125 per pay period, but only for pay periods in which they are actually assigned to conduct training. Furthermore, such Police Service Officers shall not be entitled to compensatory hours described in the preceding paragraph.

Plain Clothes Pay

The City agrees to provide "plain clothes" pay of \$13.46 per pay period for employees who are required to purchase non-uniformed clothing. This clause is intended to codify long term existing practice of providing this amount to all employees who are not required to wear a uniform. Except with respect to "new members" as defined in Government Code section 7522.04(f), the City is legally obligated pursuant to the California Code of Regulations (2 CCR § 571) to report this amount as pensionable income as "Uniform Allowance".

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.

Except with respect to "new members" as defined in Government Code section 7522.04(f), the City is legally obligated pursuant to the California Code of Regulations (2 CCR § 571) to report to CalPERS as pensionable compensation the value of the uniform pieces provided to each Unit member on an annual basis as set forth in this section. It is agreed that the value of such items is \$450 per year for safety employees, and either \$200 or \$450 for non-safety depending on the classification and the uniform requirements of the department.

#### 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. Written reprimands will be removed from an employee's personnel file five years from the date the appeal process has been completed provided no further disciplinary action has occurred in the intervening years. Should additional punitive action be imposed that is not later set aside by an administrative appeal or Court action, then the written reprimand will become part of the employee's permanent record.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.

- P. 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.
- Q. 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 Human Resources Director or his/her designee to appeal the disciplinary action.
- b. 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 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 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 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 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 1, 2018 through June 30, 2021.

FOR THE CITY OF OXNARD

FOR THE OXNARD PEACE OFFICERS'  
ASSOCIATION

  
\_\_\_\_\_  
Alex Nguyen, City Manager

  
\_\_\_\_\_  
Michael Gregson, President

  
\_\_\_\_\_  
Steve Naveau, Human Resources Director

Dated this 21 day of March, 2019.

## 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