



**MEMORANDUM  
OF  
UNDERSTANDING**

**CITY OF OXNARD**

*and*

**OXNARD PUBLIC SAFETY  
MANAGERS ASSOCIATION**

*July 1, 2021 through June 30,  
2024*

**MOU BETWEEN THE  
CITY OF OXNARD AND  
OXNARD PUBLIC SAFETY MANAGERS  
ASSOCIATION**

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## 1. Introduction and Recitals

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: Police Commander, Assistant Police Chief, Battalion Chief and Assistant Fire Chief.
- B. The authorized representatives of the City of Oxnard (City) and the Association have met and conferred in good faith concerning wages, hours and other terms and conditions of employment of Association 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. This MOU supersedes any and all prior agreements or MOUs entered into between the City and the Association.

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

- 1. The term of the MOU shall commence July 1, 2021 and shall expire June 30, 2024.
- 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 of an Association 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 Association employees.

## 2. Medical Cafeteria

The City will provide current active employees with a cafeteria payment as provided below:

The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible members. An eligible member is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.

Medical - The City will establish a two level medical plan whereby the first level may only consist of employees who were employed with the City prior to January 1, 2023. All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under level two. Employees will be able to make a change during the open enrollment period which commences in the fall of 2022. At that time, employees will be able to elect a change into one of the two levels.

### Level One

The tier one plan shall have the City contribution frozen at \$1,543 per month for those employees who elect a medical plan. \$900 monthly shall be provided to those employees who "waive" health insurance and provide proof of other coverage with a medical plan which does not consist of any plan contained in Medi-Cal or on the "Covered California" Exchange.

Employees who receive cash back will continue to receive this benefit. Cash back is defined as the difference between the premium for the plan the employee has chosen and the \$1,543 contribution the City makes. It is understood that by remaining in the level one program that this cash back will diminish as medical insurance premiums increase each year.

Provided that the employee has no changes in plan selection or level of plan, i.e. employee, employee plus one, or family, the employee may remain in the tier one plan. The following changes would prompt removal from tier one and placement into tier two:

1. An employee who experiences a change of family circumstances such as a marriage, divorce, birth, child aging out etc., which would change their level of coverage
2. An employee who elects to change their insurance carrier, i.e. changing from Kaiser to Blue Shield
3. The employee opts to waive coverage or drops coverage due to securing coverage elsewhere.

An employee will not be changed from level one to level two if the change of insurance carrier is due to no fault of their own, i.e. PERS discontinues the insurance carrier, or there is a death in the family.

## **Level Two**

Employees who begin their employment with the City after January 1, 2023, current employees who make any changes to their health care plan including a change in coverage level ( i.e., employee, employee plus one, family and/or a change in carrier), or employees who elect to be placed into level two will be placed into the level two medical plan. The specifics of this plan are as follows:

### ***Single, Single plus one, and Family Plan – City contribution change is effective the first full pay period in January of the year specified***

- a) 2023 – City contribution will increase by \$231 per month to \$1,774
- b) 2024 – City contribution will increase by 5% to \$1,863 per month
- c) Effective the 2023 benefit plan year, employees who elect medical will not receive any cash back from the City's contribution if such contribution is in excess of the plan premium.

Employees who show proof of other qualifying coverage, which does not include any plans contained in Medi-Cal or on the "Covered California" exchange, are eligible to receive \$500/month for waiving coverage.

## **3. Dental**

The City will maintain its contribution of \$30.83 per pay period to the dental program for those employees who opt to accept dental from the City.

## **4. California Public Employees Retirement System**

- A. Association employees occupying the classifications of Police Commander, Assistant Chief of Police, Battalion Chief and Assistant Fire Chief 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.
- B. Employees who are "classic" members of CalPERS shall pay five percent (5%) 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 four (4%) 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. The City agrees to report the uniform pieces to CalPERS at the rate of \$450/year.

- C. 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.:
  - 1. For PEPRA safety employees, the City’s contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.
  - 2. 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 FY2022-23 is 13.75% of pensionable compensation for Fire employees, 15.5% for Police employees, and which may change every year after. 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.

## 5. 401(a) Contributions

The City shall maintain a 401(a) plan and contribute 2.4% 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.

## 6. Administrative Leave

- A. Employees who work an administrative shift (40-hour), which for this section is defined as anyone not on a 24 hour fire suppression shift (56-hour), shall be entitled to 78 hours of administrative leave.
- B. Employees on a suppression shift shall have two administrative leave banks established. The first bank shall consist of fifty-eight hours, the second bank shall consist of 48 hours. When an employee on a suppression shift transfers to an administrative shift, only the hours in the second bank, i.e. the bank with 48 hours, shall be converted to the administrative hour rate. This conversion is accomplished by multiplying the remaining hours in the bank by .417 for employees moving from suppression to admin and 2.4 for employees moving from admin to suppression.
- C. All administrative leave as described above will be placed into the employees leave bank effective the first full pay period in July of each calendar year. Such leave may be used under the same conditions as annual leave, however there is

no cash value to administrative leave, and the administrative leave may not be carried over from year to year. Any administrative leave not used by June 30 of each calendar year shall be forfeit.

**7. Reserve Leave Fund**

New Association employees will no longer be permitted to establish a Reserve Leave Fund (RLF). Current Association employees who have previously established an RLF will be permitted to maintain the balance of their RLF. Employees will not be permitted to move any additional accrued leave into their RLFs. 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.

**8. Leave Accrual**

A. The City shall provide annual leave benefits to Association employees as follows:

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

For 40-hour employees:

<b>YEARS OF SERVICE</b>	<b>BIWEEKLY ANNUAL LEAVE ACCRUAL</b>	<b>MAXIMUM ANNUAL LEAVE ACCRUAL</b>
Less than 5	10.85	564.20
5 to 10 years	11.16	730
Greater than 10	11.47	751
Greater than 15	11.78	772

For 56-hour (shift) employees:

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

- B. 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.
- C. Except as provided in section 12(b) above, if an Association employee accrues the maximum level of annual leave, such employee shall no longer be, entitled to accrue additional annual leave, and until such time as the employee's accrued annual leave is below the applicable maximum.
- D. Employees who promote into an OPSMA classification from OPOA or IAFF L1684 shall be provided the option, upon accepting a promotion to a position in OPSMA, to cash out their leave time down to 600 hours for OPOA and non-shift employees in IAFF L1684, and 800 hours for shift employees in IAFF L1684. Such time will be paid at the employee's current salary rate based on their position within OPOA or IAFF L1684.
- E. An Association 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.

<b>Years of Service</b>	<b>Maximum Annual Leave Redemption (40 Hour)</b>	<b>Maximum Annual Leave Redemption Hours (56 Hour)</b>
Greater than 5	40 Hours	56 Hours
Greater than 10	80 Hours	112 Hours
Greater than 15	120 Hours	168 Hours
Greater than 20	160 Hours	224 Hours

- F. If an Association employee separates from service, the employee shall be paid for 100% of accrued annual leave at the employee's base rate of pay earned as of the effective date of separation from City service. Upon separation, employees will have the option to receive accrued leave cash-outs deposited into a deferred compensation plan, as a check, or into the RHS program (partial or whole), provided the employee participates in the RHS program and the percentage of leave matches the designated percentages as identified in section 16 of this MOU.

- G. Sick leave and vacation leave benefits accrued by Association employees as of December 14, 2010, shall be addressed as follows:
- H. 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.
- ii. Such current sick leave accruals may be used as donations to a sick leave bank established by City for another City employee.
  - iii. City will redeem fifty percent (50%) of such current unused unredeemed sick 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.
- I. During their final three (3) years of employment prior to retirement from the City, the association employee 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. An employee 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.

Employees must request a transfer using the City-approved form, which is available from the City's payroll department.

## 9. Holiday Hours

The annual recurring occasions which shall be observed as City holidays for Association Employees are as follows:

New Year's Day (January 1)  
Martin Luther King, Jr. Day (3<sup>rd</sup> Monday in January)  
President's Day (3<sup>rd</sup> Monday in February)  
Cesar Chavez Day 9 (March 31)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (1<sup>st</sup> Monday in September)  
Veteran's Day (November 11)  
Thanksgiving (4<sup>th</sup> Thursday in November)  
Christmas Eve ½ Day (December 24)

Christmas Day (December 25)  
New Year's Eve ½ Day (Dec 31)

## **10. Police Commander Additional Work Hours**

- A. 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.
- B. Employees occupying the classification of Police Commander will be allowed, under the following circumstances, to work overtime hours performing the assigned duties, and be compensated at the employee's regular hourly rate for such overtime work at straight time:
  - 1. Watch Commander shift coverage on Friday and Saturday evening shifts
  - 2. Watch Commander shift coverage, when regularly scheduled Sergeant coverage is not an available option, will be offered to Commanders for first right of refusal before being offered to a Sergeant
  - 3. SWAT deployments requiring an on-scene Commander
  - 4. Incidents involving unified command
  - 5. EOC activations
  - 6. Large-scale events or incidents requiring an incident commander, subject to the Police Chief's approval

## **11. Fire Battalion Chief and Assistant Chief Additional Work Hours**

- A. Represented employees, with approval of the Fire Chief, when assigned to, in support of, or pre-positioned for, any mutual aid incident, will be compensated portal to portal at one and one half time their regular base rate of pay for hours worked outside of their regular work hours.
- B. Battalion Chiefs may be assigned to additional shifts, projects, or training outside of their regularly assigned schedules. Such assignments, as approved by the Fire Chief, include mandatory/required training, employee development, projects, and special events. Personnel who work in an approved assignment will be compensated at their regular hourly rate.
- C. When an Association employee assigned to administrative duties is called to work in a suppression/shift assignment in addition to their administrative duties, such employee shall be paid based upon an hourly rate of pay

calculated by dividing the employee's biweekly compensation, including the afore-stated managerial incentive pay, by 112 hours (instead of 80 hours). This conversion shall not apply to suppression/shift assignments that provide backfill related to mutual aid assignments.

**12. Management Incentive Pay**

Fire Department Managers that engage primarily in administrative duties while working in a regular full-time position in Administration shall receive a managerial incentive pay in the amount of five (5%) percent. The provision does not apply to Association employees assigned to temporary modified duty (TMD).

**13. Cost of Living Adjustment**

- A. Effective the first full pay period following ratification and Council approval (Pay Period 2022-26) , the City will provide a 5% COLA to all employees in the bargaining unit.
- B. Effective the first full pay period of July 2023 (Pay Period 2023-14), the City will provide a 5% COLA to all employees in the bargaining unit.

**14. Market Adjustment**

- A. The City will provide the following market adjustments to the pay ranges of Battalion Chief/Commander and Assistant Fire Chief/Assistant Police Chief. Employees will not receive automatic increases due to the market adjustment. The market adjustment is intended to increase the pay range only. Employees will receive their annual increase as described in the contract.

Title	Current Salary	Market Adjusted Salary	5% COLA Effective 2022	5% COLA July 2023
Commander	\$178,003	\$186,672	\$196,006	\$205,806
Assistant Police Chief	\$212,389	\$224,006	\$235,206	\$246,967
Battalion Chief	\$157,198	\$164,000	\$172,200	\$180,810
Assistant Fire Chief	\$187,566	\$196,800	\$206,640	\$216,972

**15. Annual Wage Increase**

- A. Effective the first full pay period of January 2023 (Pay Period 2023-2), all employees will receive a 5% wage increase within the established salary

range for their classification based on their prior 12 months of service. If the employee has received a step increase as defined in the previous MOU, then their wage increase in January will be prorated based on the amount of service time completed between the step increase effective date and the first full pay period in January 2023. Employees will continue to receive their step increases as described in the previous MOU through the end of the 2022 calendar year.

- B. Beginning in the first full pay period of January 2024 and continuing annually in each subsequent first full pay period of January, the City shall increase each unit employee's pay rate by 5% provided such increase does not result in the employee exceeding the maximum salary range for their classification.

## **16. Medical Trust**

- A. The City shall continue to make mandatory contributions to the Oxnard Peace Officers' Association (OPOA) - Retiree Medical Trust ("Trust") on behalf of Association employees occupying the classifications of Police Commander and Assistant Police Chief who were promoted into the Association from the OPOA. The amount of such contributions made on behalf of each employee shall equal the contribution rate of a top-step sergeant. 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.
- B. Payment will be made 30 days following the close of the previous quarter.

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. Retirement Health Savings**

The City shall continue contributing on behalf of each association employee occupying the classifications of Battalion Chief and Assistant Fire Chief an amount equal to 1.6923% of his/her base salary to a Retirement Health Savings Account (RHS), as authorized by Internal Revenue Code Section Sol (c) (9), which RHS 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 employee's W-2 form. The RHS 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 of the RHS program. Unit employees separating or retiring within the same calendar year shall contribute the value of the same percentage of annual leave and/or sick leave to the RHS. The applicable percentage shall be determined annually by the City and OPSMA. The deadline to establish a change to the percentage shall be December 1 and will go into effect the following calendar year. In the event OPSMA does not request a change to the percentages, the previous year's percentages shall be utilized by the City for reporting purposes to the RHS.

## **18. Settlement of Flores Liability**

The City will agree to pay a one-time sum of \$2,000 with a release of any claims concerning "Flores" to employees in this bargaining unit who were members of the OPOA bargaining unit at any point between May 2015 and August 2022 and did not receive any compensation related to Flores while in the OPOA bargaining unit.

## **19. Tuition Reimbursement**

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. \$10,000 is the maximum reimbursement the employee may receive per calendar year.

## **20. Temporary Upgrade Pay**

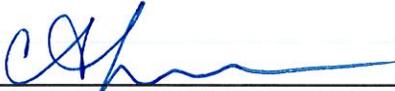
An employee who is assigned to assume the majority of duties and responsibilities of a higher classification shall receive additional compensation while such duties are performed. The employee shall be compensated at the minimum base salary established for the higher classification, or five percent (5%) above the employee'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 employee has performed such duties for at least forty hours (40) in any one calendar year. The employee shall then continue to receive the additional pay for the duration of the assignment. The employee shall not receive any other benefit assigned to the higher classification that they are not already receiving.

**21. FLSA Exemption**

All employees in the Association are "exempt" employees as defined under the Fair Labor Standards Act and therefore are salaried employees and ineligible for overtime pay, except as defined above.

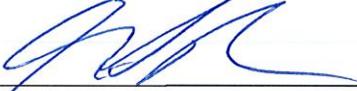
Date 12/20/2022

For the City of Oxnard

  
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Alexander Nguyen  
City Manager

For the Association

  
\_\_\_\_\_

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