

SUMMARY OF POLICE MOUS

Myers

- Representing history and sorted by subject matter
- Summary contains all prior negotiated language identifying year and MOU for reference.

Included are:

- 1995-97 MOU
- 1993-94 MOU
- 1991-92 MOU
- 1988-90 MOU
- 1987-88 MOU
- 1985-87 MOU
- 8/2/84 Public Safety Dispatcher III Classification
- 1984-85 MOU
- 1983-84 MOU
- 1981-83 MOU
- 1977-1981 MOU
- Resolution No. 7376
- Resolution No. 7616
- 1976-77 MOU
- 1975-76 MOU
- 1974-75 MOU
- 2/4/75 Addendum to 1974-75 MOU
- 12/20/72 Supplemental MOU
- 1972-74 MOU
- 7/28/72 Addendum to 1972-74 MOU
- 6/25/73 Salary and Benefits Adjustments
- 1971-72 MOU
- Resolution No. 7240
- Criteria and Procedures for Annual Determination of Employee Salary Recommendations
- 9/1/81 Memo to Police Chief
- 6/20/80 Election for PERS Memo
- 1970-71 MOU
- Resolution No. 7172

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PREAMBLE

MOU 1995-97, Pg. 1:1

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 (permanent employees in the classifications listed in Exhibit "A") which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard and the Oxnard Peace Officers' Association (OPOA) and which are recommended to the City Council for adoption. This MOU shall go into effect January 14, 1995, and shall remain in full force and effect through the last regular pay period beginning in December 1997.

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

The following items, together with those wages, hours, and other terms and conditions of employment as expressly set forth in the previous Memoranda of Understanding between the 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 the City of Oxnard without first meeting and conferring in good faith with the OPOA to the extent required by law.

MOU 1993-95, Pg. 1

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 of representation (permanent employees in the classifications listed in Exhibit "A") which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard and the Oxnard Peace Officers' Association and which are recommended to the City Council for adoption. This MOU shall go into effect January 2, 1993, and shall remain in full force and effect through the last regular pay period beginning in December 1994.

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

The following items, together with those wages, hours, and other terms and conditions of employment as expressly set forth in the previous Memoranda of Understanding between the City and the Oxnard Peace Officers' Association, 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

Preamble (cont.)

and conditions of employment by the City of Oxnard without first meeting and conferring in good faith with the Oxnard Peace Officers' Association to the extent required by law.

MOU 1991-92; Pg. 1

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 of representation (permanent employees in the classifications listed in Exhibit "A") which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard and the Oxnard Peace Officers' Association and which are recommended to the City Council for adoption. This MOU shall go into effect January 6, 1991, and shall remain in full force and effect through the last regular pay period beginning in December 1992.

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

The following items, together with those wages, hours, and other terms and conditions of employment as expressly set forth in the previous Memoranda of Understanding between the City and the Oxnard Peace Officers' Association, 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 the City of Oxnard without first meeting and conferring in good faith with the Oxnard Peace Officers' Association to the extent required by law.

MOU 1988-90; Pg. 1

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 of representation (permanent employees in the classifications listed in Exhibit "A") which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard and the Oxnard Peace Officers' Association and which are recommended to the City Council for adoption. This MOU shall go into effect July 1, 1988, and shall remain in full force and effect through the last regular pay period beginning in December 1990.

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

The following items, together with those wages, hours, and other terms and conditions of employment as expressly set forth in the previous Memoranda of Understanding between the City and the Oxnard Peace Officers' Association, which are not changed by this MOU, shall constitute

Preamble (cont.)

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 the City of Oxnard without first meeting and conferring in good faith with the Oxnard Peace Officers' Association to the extent required by law.

MOU 1987-88; Pg. 1

The purpose of this Memorandum of Understanding is to memorialize the wages, employee benefits, and other terms and conditions of employment of employees in the Police Unit of representation (permanent employees serving in the classifications listed in Exhibit "A") which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard and the Oxnard Peace Officers' Association and which will be recommended to the City Council for adoption for fiscal year 1987-88.

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

The following items, together with those wages, hours, and other terms and conditions of employment as expressly set forth in the previous Memoranda of Understanding between the City and the Oxnard Peace Officers' Association, which are not changed by this Memorandum of Understanding, 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 Memorandum of Understanding, except as otherwise provided herein. There shall be no change or modification in wages, hours, or other terms and conditions of employment by the City of Oxnard without first meeting and conferring in good faith with the Oxnard Peace Officers' Association to the extent required by law.

MOU 1985-87; Pg. 1

The purpose of this Memorandum of Understanding is to memorialize the wages, employee benefits, and other terms and conditions of employment of employees in the Police Unit of representation (permanent employees serving in the classifications listed in Exhibit "A") which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard and the Oxnard Peace Officers' Association and which will be recommended to the City Council for adoption for fiscal years 1985-86 and 1986-87,

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

Preamble (cont.)

The following items, together with those wages, hours, and other terms and conditions of employment as expressly set forth in the previous Memoranda of Understanding between the City and the Oxnard Peace Officers' Association, which are not changed by this Memorandum of Understanding, 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 Memorandum of Understanding, except as otherwise provided herein. There shall be no change or modification in wages, hours or other terms and conditions of employment by the City of Oxnard without first meeting and conferring in good faith with the Oxnard Peace Officers' Association to the extent required by law.

MOU 1984-85; Pg. 1

The purpose of this Memorandum of Understanding is to memorialize the wages, employee benefits, and other terms and conditions of employment of employees in the Police Unit of representation (permanent employees serving in classifications listed in Exhibit "A") which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard and the Oxnard Peace Officers' Association and which will be recommended to the Oxnard City Council for adoption for fiscal year 1984-85.

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

The following items, together with those wages, hours, and other terms and conditions of employment as expressly set forth in the previous Memoranda of Understanding between the City of Oxnard and the Oxnard Peace Officers' Association, which are not changed by this Memorandum of Understanding, 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 Memorandum of Understanding, except as otherwise provided herein. There shall be no change or modification in wages, hours, or other terms and conditions of employment by the City of Oxnard without first meeting and conferring in good faith with the Oxnard Peace Officers' Association to the extent required by law.

MOU 1983-84; Pg. 1

The purpose of this Memorandum of Understanding is to memorialize the wages, employee benefits, and other terms and conditions of employment of employees in the Police Unit of representation (unit employees) which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard and the Oxnard Peace Officers' Association and which will be recommended to the Oxnard City Council for adoption for fiscal year 1983-84.

Preamble (cont.)

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

The following items, together with those wages, hours, and other terms and conditions of employment as expressly set forth in the previous Memoranda of Understanding between the City of Oxnard and the Oxnard Peace Officers' Association, which are not changed by this Memorandum of Understanding, 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 Memorandum of Understanding, provided, however, that, on or after January 2, 1984, the City shall have the right upon request to meet and confer in good faith with the Association concerning changes in wages, hours, and terms of employment of non-sworn Unit classifications in connection with any organizational changes which the City may choose to implement. There shall be no change or modification in wages, hours, or other terms and conditions of employment by the City of Oxnard without first meeting and conferring in good faith with the Oxnard Peace Officers' Association to the extent required by law.

MOU 1981-83; Pg. 1-2

The purpose of this Memorandum of Understanding is to memorialize the wages, employee benefits, and other terms and conditions of employment of employees in the Police Officers Unit of representation (unit employees) which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard and the Oxnard Peace Officers' Association and which will be recommended to the Oxnard City Council for adoption for fiscal years 1981-83.

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

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

Preamble (cont.)

MOU 1977-81, Pg. 1

The purpose of this Memorandum of Understanding is to memorialize the wages, employee benefits, and other terms and conditions of employment which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard and the Oxnard Police Officers' Association and which will be recommended to the Oxnard City Council for adoption for fiscal years 1977-81.

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

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

MOU 1976-77, Pg. 1

The purpose of this Memorandum of Understanding is to establish a record of the matters concerning salaries, fringe benefits, and other terms and conditions of employment which have been negotiated and agreed upon between representatives of the Office of the City Manager and representatives of the Oxnard Police Officers' Association, to be recommended to the City Council for adoption for Fiscal Year 1976-1977.

The matters presented herein, determined through discussions and concessions in which both sides aggressively participated, are believed by the parties concerned to be equitable to the City and to the employees and are supportable by the administration and by the Association.

The following items, together with those wages, hours and other terms and conditions of employment in existence (as the result of previous Memorandums of Understanding between the City of Oxnard and the Oxnard Police Officers' Association) prior to the effective date of, and which are not changed by, this Memorandum of Understanding shall constitute the wages, hours and other terms and conditions of employment for members of the Oxnard Police Officers' Association until such matters are changed or otherwise modified which, in no event, shall occur prior to the expiration of this Memorandum of Understanding. There shall be no change or modification in wages, hours or other terms and conditions of employment by the City of Oxnard without first

Preamble (cont.)

meeting and conferring in good faith with the Oxnard Police Officers' Association to the extent required by law.

MOU 1975-76; Pg. 1

The purpose of this Memorandum is to establish a record of the matters concerning salaries and benefits which have been negotiated and agreed upon between the City's Negotiating Team and representatives of the Police Officers' Association to be recommended to the City Council for adoption for Fiscal Year 1975-76.

Prior to attaining this Memorandum, an initial meeting was held with the representatives of the Police Officers' Association, during which the Association submitted proposals on behalf of the membership. Subsequently, representatives of the City's Negotiating Team and representatives of the Police Officers' Association submitted further data, and met and conferred on several occasions. Through open discussions, direct communications, and meaningful dialogue, differences were resolved and an acceptable Memorandum of Understanding was attained.

The Oxnard Police Officers' Association membership and the City Manager, after having carefully reviewed the matters of salaries and fringe benefits, agree to accept and to recommend to the City Council the approval of the matters presented in the following lettered subparagraphs:

MOU 1974-75; Pg. 1

The purpose of this memorandum is to establish a record of the matters concerning salaries and benefits which have been negotiated and agreed upon between the City Council's Negotiating Team and representatives of the Police Officers' Association to be recommended to the City Council for adoption for Fiscal Year 1974-1975.

Prior to attaining this agreement, an initial meeting was held with the representatives of the Police Officers' Association, during which the Association submitted proposals on behalf of the membership. Subsequently, representatives of the City Council's Negotiating Team and representatives of the Police Officers' Association submitted further data, and met and conferred on several occasions. Through open discussions, direct communications, and meaningful dialogue, differences were resolved and an acceptable, workable agreement was attained.

The matters presented herein, determined through discussions and concessions in which both sides aggressively participated, are believed by the parties concerned to be equitable to the City and to the employees and are supportable by the City administration and by the Association

Preamble (cont.)

The Oxnard Police Officers' Association membership and the City Manager, after having carefully reviewed the matters of salaries and fringe benefits, agree to accept and to recommend to the City Council the approval of the matters presented in the following lettered subparagraphs:

2/4/75 Addendum to 1974-75 MOU; Pg. 1

This memorandum is an addendum to the Memorandum of Understanding dated July 9, 1974, from the City Manager and Oxnard Police Officers' Association to the City Council.

The Oxnard Police Officers' Association membership and the City Manager have carefully reviewed the Group Dental Program which is a negotiated benefit of the Oxnard Police Officers' Association, and have agreed to accept and to recommend to the City Council the following:

12/20/72 Supplemental MOU; Pg. 1

The purpose of this Supplemental Memorandum of Understanding is to establish a record of the matters concerning the Employees' Group Insurance Program which are agreed to this date between the City administration and the Oxnard Police Officers' Association.

The parties have reviewed Attachment A, Life and Health Insurance, and agree that the distribution of the City's contribution towards each participating employees' insurance as stated in this document is acceptable to the parties and that this agreement, when approved by the City Council, supersedes previous agreements concerning the City's contribution which may conflict.

It is the mutual recommendation of the parties that the provisions of Attachment A be submitted to the City Council for approval and adoption at such time as all employee organizations have endorsed this concept.

MOU 1972-74; Pg. 1

The purpose of this memorandum is to establish a record of the matters concerning salaries and benefits which have been negotiated and agreed upon between the City Council's negotiating team and representatives of the Police Officers' Association to be recommended to the City Council for adoption for Fiscal Year 1972-73 and 1973-74.

Prior to attaining this agreement, an initial meeting was held with the representatives of the Police Officers' Association on May 22, 1972, during which the Association submitted proposals on behalf of the membership to the City Manager. Subsequently, representatives of the City Council's Negotiating Team and representatives of the Police Officers' Association submitted further data, and

Preamble (cont.)

met and conferred in good faith on frequent occasions. Through open discussions, direct communications and meaningful dialogue, differences were resolved and an acceptable, workable agreement as attained.

The matters presented herein, determined through discussions and concessions in which both sides aggressively participated, are believed by the parties concerned to be equitable to the City and to the employees and are supportable by the City administration and by the Association.

The Oxnard Police Officers' Association membership and the City Manager, after having carefully reviewed the matters of salaries and fringe benefits, agree to accept and to recommend to the City Council the approval of the matters presented in the following lettered subparagraphs:

7/28/72 Addendum to 1972-74 MOU, Pg. 1

This memorandum is an addendum to the memorandum of Understanding dated June 13, 1972, from the City Manager and the Oxnard Police Officers' Association to the City Council.

The parties have reviewed the proposed Employer-Employee Relations Ordinance, Attachment A, and agree that this document is acceptable to the parties.

It is the mutual recommendation of the parties that the attached Employer-Employee Relations Ordinance be submitted to the City Council for adoption.

MOU 1971-72; Pg. 1-2

This memorandum establishes a record of the matters concerning salaries and benefits which have been negotiated and agreed to by representatives of the City Administration and representatives of the Oxnard Police Benevolent Association to be recommended to the City Council for adoption for Fiscal Year 1971-72.

Prior to attaining this agreement, the Police Association on March 12, 1971, submitted a letter containing proposals on behalf of the membership to the City Manager. On April 14, 1971, the City Manager responded to the Association's proposals, presented the administration's position, and offered counterproposals.

The initial proposals and counterproposals were unilaterally developed, thus there were variances which required explanation and discussion. Therefore, during the period of March, April, May and June, representatives of the administrative staff and the Association met and conferred in good faith on frequent occasions. Through open discussions, direct communications, and meaningful dialogue, differences were resolved and an acceptable, workable agreement was attained.

Preamble (cont.)

The matter presented herein, so determined through discussions and concessions in which both sides aggressively participated, are believed by the parties concerned to be equitable to the City and to the employees and are supportable by the administration and by the Police Association.

The Police Benevolent Association membership and the City Manager, after having carefully reviewed the matters of salaries and fringe benefits as presented in written communications and in consideration of factors developed in the subsequent discussions:

Resolution No. 7240

WHEREAS, the City has approved a four-year agreement with the City of Oxnard Police Officer Unit employees, represented by the Oxnard Police Officers' Association; and

WHEREAS, the City Manager submitted for the consideration of the Council of the City of Oxnard recommended adjustments and changes in salaries and salary schedules; and

WHEREAS, the Council has carefully reviewed the salary schedule submitted by the City Manager and finds that said recommended schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

MOU 1970-71, Pg. 1-2

The purpose of this memorandum is to establish a record of the matters concerning salaries and benefits which have been negotiated and agreed upon between representatives of the Office of the City Manager and representatives of the Police Benevolent Association to be recommended to Council for adoption for Fiscal Year 1970-71.

Prior to attaining this agreement, the Police Association, on March 20, 1970, submitted a letter containing proposals on behalf of the membership to the City Manager. On April 9, 1970, the City Manager responded to the Association's proposals, presented his position, and offered counterproposals.

Preamble (cont.)

The initial proposals and counterproposals were unilaterally developed, thus there were variances which required explanation and discussion. Therefore, during the period of March, April, and May, representatives of the administrative staff and the Police Association met and conferred in good faith on frequent occasions. Through open discussions, direct communications, and meaningful dialogue, differences were resolved and an acceptable, workable agreement was attained.

The matters presented herein, so determined through discussions and concessions in which both sides aggressively participated, are believed by the parties concerned to be equitable to the City and to the employees and are supportable by the administration and by the association.

The Oxnard Police Benevolent Association membership and the City Manager, after having carefully reviewed the matters of salaries and fringe benefits as presented in written communications and in consideration of factors developed in the subsequent discussions:

Resolution No. 7172

WHEREAS, in Resolution No. 2412, adopted on February 7, 1961, the City Council provided workers' compensation benefits for police reserve officers pursuant to Labor Code Section 3362; and

WHEREAS, certain additional benefits should be provided for such officers as authorized by Section 3362;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

1. Resolution No. 2412 is repealed and superseded by this resolution.
2. Pursuant to Labor Code Section 3362, police reserve officers are deemed to be employees of the City for purposes of workers' compensation subject to all applicable limitations, including Section 4855 of the Labor Code.

WAGES

MOU 1995-97; Pg 3:III A

1. Effective May 6, 1995, base wages of Unit employees on payroll as of the date of ratification of this MOU plus those employees who honorably retired between May 6, 1995, and the ratification date shall be increased by five percent (5%). An individual shall be deemed to have retired if, at the time of separation, he/she was eligible for either a non-discounted service retirement or a disability retirement. The City's agreement to extend the retroactive wage increase to retirees shall not serve as any precedent which would bind the City with respect to future negotiated retroactive wage increases. Two percent (2%) of the above increase in base wages is in recognition of the performance demonstrated by Unit employees during calendar year 1994.
2. Effective May 4, 1996, base wages of Unit employees shall be increased by three percent (3%). One and one-half percent (1.5%) of the above increase in base wages is in recognition of the performance demonstrated by Unit employees during calendar year 1995.
3. Effective May 3, 1997, base wages of Unit employees shall be increased by one and one-half percent (2.5%).

MOU 1991-92; Pg. 2-4

Effective the first pay period beginning in January 1991 (January 6, 1991), the base wages for unit employees shall be increased by three percent (3.00%). Two-thirds of this increase—two percent (2.00%) in base wages, including the related "roll up" benefit costs—shall be deferred and contributed on behalf of all unit employees into a retiree health insurance trust fund to be established by the Association in accordance with Exhibit "B." The two percent (2.00%) is calculated for this purpose to be \$7,965.00 biweekly. This contribution shall be remitted to the trustees commencing at such time as the trust has fully and legally qualified to transact trust activities in accordance with all applicable law, and at such time will include all contributions that accrued commencing on January 6, 1991, plus any and all interest earned on such funds subsequent to January 25, 1991, or the date this MOU is approved by the City Council, whichever is later.

MOU 1991-92; Pg. 3-9

Effective the second regular pay period beginning in July 1991, the base wages for unit employees shall be increased by one and one-half percent (1.50%).

Wages (cont.)

MOU 1991-92; Pg. 4:8

Effective the first regular pay period beginning in January 1992, the base wages for unit employees shall be increased by two and one-half percent (2.50%).

MOU 1991-92; Pg. 5:10

Effective the second regular pay period beginning in July 1992, the base wages for unit employees shall be increased by one and one-half percent (1.50%).

MOU 1988-90; Pg. 2:5

Effective July 24, 1988, the base wages for unit employees shall be increased by three percent (3%).

MOU 1988-90; Pg. 2:6

Effective March 5, 1989, the base wages for unit employees shall be increased by three percent (3%).

MOU 1988-90; Pg. 3:5

Effective the first regular pay period beginning in July 1989, the base wages for unit employees shall be increased by three percent (3%).

MOU 1988-90; Pg. 3:6

Effective the first regular pay period beginning in March 1990, the base wages for unit employees shall be increased by three and one-half percent (3½%).

Wages (cont.)

MOU 1988-90, Pg. 4:5

Effective the first regular pay period beginning in July 1990, the base wages for unit employees shall be increased by three percent (3%).

MOU 1987-88, Pg. 2:5-6

Effective July 12, 1987, the base wages for unit employees shall be increased by four percent (4%); except, for the three (3) classifications listed below, the increase shall be nine percent (9%).

Public Safety Dispatcher I
Public Safety Dispatcher II
Public Safety Dispatcher III

Effective January 10, 1988, the base wages for unit employees shall be increased by two percent (2%).

MOU 1985-87, Pg. 3:5-6

Effective July 28, 1985, the based wages for unit employees shall be increased by six percent (6%).

Effective July 28, 1985, in addition to Item 5 above, the base wages for unit employees in the classifications listed below shall be increased by fifteen percent (15%):

Public Safety Dispatcher I
Public Safety Dispatcher II

MOU 1985-87, Pg. 3:2-3

Effective June 29, 1986, the base wages for unit employees shall be increased by three percent (3%).

Effective December 28, 1986, the base wages for unit employees shall be increased by two percent (2%).

Wages (cont.)

8/2/84 Public Safety Dispatch III Classification

This is to confirm the understanding between our clients, the City of Oxnard, and the Oxnard Peace Officers' Association, concerning employees serving in the newly created safety communications classification of Public Safety Dispatcher III.

In view of the fact that the procedure to determine in which representation unit this class shall be included has not been completed, and so that employees that are serving in this new class will not have an adjustment in their compensation unduly delayed until that determination process is completed, the City and the Association have reached the following understanding:

Public Safety Dispatcher III employees shall, effective July 15, 1984, have their wages increased six percent (6%), such being subject to the "Jarvis opener" as set forth in the MOU between the City and the Association; and shall have their medical insurance, health/insurance reimbursement program contribution, dental insurance and holiday benefits increased in a like manner as provided for in the said MOU between the City and the Association.

It is understood that this understanding is not to be construed in any manner that employees serving in the new classification of Public Safety Dispatcher III are covered by the referenced MOU. In the event that, pursuant to the unit determination procedure, employees in the Public Safety Dispatcher III class are included in the Police Unit, such employees would be governed by the provisions of the referenced MOU.

MOU 1984-85, Pg. 3.8a-c

Effective July 15, 1984, for unit employees in the following classifications, the City shall pick up that portion of the employee's contribution to the Public Employees Retirement System (PERS) equal to nine percent (9%) of the base compensation upon which retirement contributions are computed. This "pickup" shall not be considered as salary but shall be pursuant to Section 414(h)(2) of the U.S. Internal Revenue Code. Also effective July 15, 1984, the base wages for all unit employees in these classifications shall be increased by four percent (4%):

Police Officer I
Police Officer II
Police Officer III
Police Sergeant

Wages (cont.)

Effective July 15, 1984, the base wages for all unit employees in the following classifications shall be increased by six percent (6%):

Police Service Officer
Senior Police Service Officer

During the term of this MOU, should the electorate of the State of California approve Proposition 36, the initiative commonly called "Jarvis IV," the City shall have the right to reopen this MOU on the issue of base wages and Retirement "pickup" only.

MOU 1983-84, Pg. 3-4,6,7,8

Effective January 1, 1984, the base wage of all unit employees shall be adjusted in accordance with Exhibit A attached hereto.

Effective April 8, 1984, the base wage for all employees in the classification of Police Officer III's shall be increased in accordance with Exhibit B attached hereto; except, however, that Police Officer III's who have not yet served one year at the current "E" step for Police Officer III shall be "y-rated" and shall not receive that increase until such time as they have completed one year's service at the "E" step.

Effective April 8, 1984, two (2) additional pay steps ("F" and "G") shall be added to the salary range for the classification of Police Sergeant.

The additional "F" step shall be five percent (5%) above the then current top step ("E" step). All Police Sergeants who have served satisfactorily at least one year but less than two years at Step "E" shall automatically advance to Step "F." Future advancement to Step "F" shall occur after a Police Sergeant has satisfactorily completed one year's service at Step "E."

The added "G" step shall be five percent (5%) above Step "F." All Police Sergeants who have already satisfactorily served at least two years at Step "E" shall automatically advance to Step "G." All Police Sergeants who automatically advance to Step "F," as provided above, shall advance to Step "G" when their combined satisfactory service in Steps "E" and "F" total two years. Future advancement to Step "G" for all other Police Sergeants shall occur after such employees have satisfactorily completed one year's service at Step "F."

The adjusted salary range for the Police Sergeant classification is set forth in Exhibit B attached hereto.

Wages (cont.)

MOU 1981-83; Pg. 5:3a

Unless otherwise agreed pursuant to paragraph 1© above, the base wage of unit employees shall be increased by 8%, and the City shall pay an additional portion of the unit employees' contribution to the Public Employees Retirement System (PERS) so as to bring the total "pickup" to 7% of the employees' base compensation in the manner described in paragraph (2)(a).

MOU 1981-83; Pg. 5:4a

On July 4, 1982, the following provisions will be in effect:

- a. The base wage for unit employees shall be increased by 6%.

MOU 1981-83; Pg. 5:5

On January 2, 1983, the base wage for unit employees shall be increased by 7%.

MOU 1977-81; Pg. 1-2:1

Effective June 26, 1977, employees serving in the classifications included in the Police Department Unit shall have their base wages increased 4.06% pursuant to the first four paragraphs of existing salary criteria (attached hereto as Exhibit A) and rounded to the nearest dollar. The retroactive portion of this increase shall be paid to the employees with a separate salary warrant.

MOU 1977-81; Pg. 2:6

Effective the payroll period that commences nearest to July 1, 1978, the base wages of Unit employees shall be increased pursuant to the first four paragraphs of the salary criteria and rounded to the nearest dollar.

Wages (cont.)

MOU 1977-81, Pg. 2-3:9

Effective the payroll period that commences nearest to July 1, 1979, the base wage of Unit employees shall be increased pursuant to the first four paragraphs of the salary criteria less 1% and rounded to the nearest dollar.

MOU 1977-81, Pg. 4:15

Effective the payroll period that commences nearest to July 1, 1980, the base wage of Unit employees shall be increased to the nearest dollar in accordance with the following calculations:

A percentage equal to the following formula related to the annual percentage increase in the Consumer Price Index (CPI—all items) published by the United States Bureau of Labor Statistics for the Los Angeles-Long Beach area (or equivalent if that particular CPI no longer exists), determined as of January 1980, and compared with January 1979.

100% of any increase in the CPI up to 5%

plus 75% of any increase in the CPI between 5.01% and 10%

plus

50% of any increase in the CPI above a 10% increase and up to a maximum of a 15% increase (this 15% cap meaning that the highest possible increase in salaries would be 11.25%).

In the event the Association requests during the spring of 1980 that all or a portion of any increases hereunder be allocated to fringe benefits instead of salaries, the portion of any increase in total compensation for the 1980-1981 fiscal year that shall be allocated to salaries and the portion that shall be allocated to fringe benefits, and which fringe benefits, shall be the subject of meeting and conferring in good faith between the parties during the spring of 1980. However, the 2% at age 50 retirement program shall not be included in any allocation to fringe benefits nor charged against the foregoing CPI formula. If the CPI decreases, salaries shall remain constant.

MOU 1977-81, Exhibit A

CRITERIA AND PROCEDURES FOR ANNUAL DETERMINATION
OF EMPLOYEE SALARY RECOMMENDATIONS FOR
OXNARD POLICE OFFICERS' ASSOCIATION MEMBERS

(1) PURPOSE: The purpose of this policy is to establish the principles and procedures to be observed in developing the annual adjustment and revision of the salary plan.

(2) DISCUSSION: An analysis of our organizational structure indicates that most City positions can be filled by recruitment from the local vicinity. Also, additional positions are filled by limited extension of recruitment confined to the Southern California area. Thus, the area in which we live and the area from which we recruit, appropriately identify our labor market area; it is the area within which our salaries and fringe benefits must adequately compare. For purposes of the salary plan, this area includes the portion of California south of the north Kern County line. Occasionally, advertisement of single positions in magazines and professional publications disseminate job notices beyond this area; but such is the exception and not appropriate in setting the extent of the normal labor market area.

(3) POLICY: The salary ranges assigned to positions within the City of Oxnard shall be established, through consideration of internal circumstances and the practices of substantially comparable cities within our labor market area, so as to provide our employees fair and equitable compensation. The City of Oxnard shall pay wages equal to or above the averages paid for benchmark positions in FOUR (4) LOCAL AGENCIES DESIGNATED HEREINBELOW AND SEVEN (7) comparable cities in the Southern California area as reported in the most recent League of California Cities Salary Survey.

In setting salary levels, we must take cognizance of wages being offered by comparable cities in our labor market so that the compare favorably with similar cities and present a competitive posture to attract and retain qualified employees. Therefore, to afford comparison information, data for THE SEVEN California cities south of the north Kern County line (BUT EXCLUDING CITIES IN VENTURA AND SANTA BARBARA COUNTIES) CLOSEST IN population TO Oxnard, WHO OPERATE AND STAFF THEIR OWN LAW ENFORCEMENT DEPARTMENT, AS WELL AS VENTURA COUNTY AND THE CITIES OF SAN BUENAVENTURA, SIMI VALLEY AND SANTA BARBARA, will be considered and utilized in salary determination computations for all positions. THIS RATIO OF 7 TO 4, OR ITS MATHEMATICAL EQUIVALENT, AS BETWEEN COMPARABLE CITIES AND THE LOCAL AGENCIES IN VENTURA AND SANTA BARBARA COUNTIES, SHALL IN ALL CASES BE USED HEREUNDER. THE SALARY DATA FOR SIMI VALLEY SHALL INCLUDE AMOUNTS PAID BY THAT CITY AS THE EMPLOYEES' SHARE OF THE RETIREMENT PLAN CONTRIBUTIONS.

(4) ADJUSTMENT FACTOR: Basic data to be utilized in preparing the salary plan shall be drawn from the most recent League of California Cities Salary and Working Conditions Survey. Benchmark positions in various classification series representative of the City's work force will be

Wages (cont.)

surveyed; other classifications will be related to the benchmark positions and structured accordingly. Also, as required, when sufficient data is not presented in the League Survey, supplemental surveys shall be conducted. Because the data contained in the surveys reflect the salary conditions existing in the cities surveys as of the date the survey was conducted or published, and because salaries in the comparable cities may change for the ensuing fiscal year, it is recognized that a one-year lag can occur between salaries paid in the comparable cities and in the City of Oxnard. In order to adjust for this lag and project the data forward, as well as to take into account annual increases in the cost of living as reflected in a comparison of the Bureau of Labor Statistics Consumer Price Index for the Los Angeles-Long Beach area (determined as of January each year and compared with the preceding January), a factor of up to five percent (5%) will be added to the survey salary data averages to determine the salaries to be proposed in the City of Oxnard Salary Plan. PROVIDED THAT IF THE AVERAGE OF THE COMPARISON SURVEY AGENCIES PLUS THE ADJUSTMENT FACTOR IS LESS THAN THE CITY OF OXNARD, SUCH WILL NOT BE A BASIS FOR RECOMMENDING DECREASES IN SALARY OR FRINGE BENEFITS.

Resolution No. 7376

WHEREAS, the passage of the Proposition 13 Property Tax Relief Initiative has created a financial emergency for the City with respect to the 1978-79 fiscal year; and

WHEREAS, Government Code Section 16280 states that no State funds from the State surplus or State Loan Fund shall be available to any local public agency which provides a cost of living salary increase for the 1978-79 fiscal year in excess of the cost of living salary increase provided for State employees; and

WHEREAS, the City of Oxnard is a local public agency as defined by the Government Code; and

WHEREAS, State employees have not been given a salary increase beyond movement on existing salary schedules; and

WHEREAS, Government Code Section 16280 provides that any memorandum of understanding between a local public agency and an employee organization which provides for an increase in excess of that provided for State employees is null and void to the extent of such excess; and

Wages (cont.)

WHEREAS, the City and the Oxnard Police Officer Association have negotiated a Memorandum of Understanding for 1978-79 which provides for an increase in excess of that given to State employees;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD does hereby resolve that the salary schedule increases contained in the said Memorandum of Understanding are hereby declared null and void, and that salaries of City employees for the 1978-79 fiscal year shall be as set forth in the current salary schedules.

PASSED AND ADOPTED this 11th day of July 1978, by the following vote:

Resolution No. 7616

WHEREAS, the City Council of the City of Oxnard adopted Resolution No. 7376 in promulgation of Government Code Section 16280; and

WHEREAS, the California Supreme Court has ruled that the provision of Section 16280, which invalidates agreements granting cost-of-living wage increases to local public agency employees, is invalid as an impairment of contract, in violation of both the State and Federal constitutions.

WHEREAS, the City Manager has submitted for the consideration of the Council of the City of Oxnard adjustments and changes in salaries and salary schedule as concerns positions represented by the Oxnard Police Unit; and

WHEREAS, the Council has carefully reviewed the salary schedule submitted by the City Manager and finds that said recommended schedule is in conformance with the adopted memorandum of understanding with the Oxnard Police employee unit, dated January 24, 1978.

Wages (cont.)

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, DOES HEREBY RESCIND RESOLUTION NO. 7376, AND DOES HEREBY RESOLVE AS FOLLOWS:

1. That Section XII of the Personnel Rules and Regulations is hereby changed as per the memorandum of understanding of January 24, 1978, with the Oxnard Police Unit, effective June 2, 1978.
2. That the Director of Finance is hereby instructed and authorized to transfer the required appropriations from the unappropriated reserve of the General Funds and the unappropriated reserve of the several budgets to accomplish this purpose and abatements adjusted accordingly.

MOU 1977-81, Pg. 5:16

If any of the comparison survey agencies utilized in the existing salary criteria have retroactive salary increases effective on or prior to the publication date of the most recent League of California Cities Salary and Working Conditions Survey, such increases shall be included in the salary determination computations required by this MOU. In addition, no later than the first week in June of each year covered by this MOU, the City shall supply to the Association the data and calculations on which it relies to determine the extent of each salary criteria or CPI increase. If the Association has contrary information regarding such data the parties shall promptly meet and jointly telephone the applicable salary criteria agency and verify the correct salary data to be utilized.

MOU 1976-77, Pg. 1:1

Effective July 1, 1976, employees serving in the classifications included in the Oxnard Police Officer's Association shall have their salaries increased 10.01% rounded to the nearest dollar.

The retroactive portion of this increase shall be paid to the employees with a separate salary warrant if this is administratively feasible with the City's Finance Director.

MOU 1976-77, Exhibit A

1. **PURPOSE:** The purpose of this policy is to establish the principles and procedures to be observed in developing the annual adjustment and revision of the salary plan.
2. **DISCUSSION:** An analysis of our organizational structure indicates that most City positions can be filled by recruitment from the local vicinity. Also, additional positions are filled by limited extension of recruitment confined to the Southern California area. Thus, the area in which we live and the area from which we recruit, appropriately identify our labor market area; it is the area within which our salaries and fringe benefits must adequately compare. For purposes of the salary plan, this area includes the portion of California south of the north Kern County line. Occasionally, advertisement of single positions in magazines and professional publications disseminate job notices beyond this area; but such is the exception and not appropriate in setting the extent of the normal labor market area.
3. **POLICY:** The salary ranges assigned to positions within the City of Oxnard shall be established through consideration of internal circumstances and the practices of substantially comparable cities within our labor market area, so as to provide our employees fair and equitable compensation. The City of Oxnard shall pay wages equal to or above the averages paid for benchmark positions in FOUR (4) LOCAL AGENCIES DESIGNATED HEREINBELOW AND SEVEN (7) comparable cities in the Southern California area as reported in the most recent League of California Cities Salary Survey.

In setting salary levels, we must take cognizance of wages being offered by comparable cities in our labor market so that we compare favorably with similar cities and present a competitive posture to attract and retain qualified employees. Therefore, to afford comparison information, data for THE SEVEN California cities south of the north Kern County line (BUT EXCLUDING CITIES IN VENTURA AND SANTA BARBARA COUNTIES) CLOSEST IN population TO Oxnard, WHO OPERATE AND STAFF THEIR OWN LAW ENFORCEMENT DEPARTMENT, AS WELL AS VENTURA COUNTY AND THE CITIES OF SAN BUENAVENTURA, SIMI VALLEY AND SANTA BARBARA, will be considered and utilized in salary determination computations for all positions. THIS RATIO OF 7 TO 4, OR ITS MATHEMATICAL EQUIVALENT, AS BETWEEN COMPARABLE CITIES AND THE LOCAL AGENCIES IN VENTURA AND SANTA BARBARA COUNTIES, SHALL IN ALL CASES BE USED HEREUNDER. THE SALARY DATA FOR SIMI VALLEY SHALL INCLUDE AMOUNTS PAID BY THAT CITY AS THE EMPLOYEES' SHARE OF THE RETIREMENT PLAN CONTRIBUTIONS.

4. **ADJUSTMENT FACTOR:** Basic data to be utilized in preparing the salary plan shall be drawn from the most recent League of California Cities Salary and Working Conditions Survey. Benchmark positions in various classification series representative of the City's work force will be surveyed; other classifications will be related to the benchmark positions and structured accordingly. Also, as required, when sufficient data is not presented in the League Survey, supplemental surveys shall be conducted. Because the data contained in the surveys reflect the

Wages (cont.)

salary conditions existing in the cities surveyed as of the date the survey was conducted or published, and because salaries in the comparable cities may change for the ensuing fiscal year, it is recognized that a one-year lag can occur between salaries paid in the comparable cities and in the City of Oxnard. In order to adjust for this lag and project the data forward, as well as to take into account annual increases in the cost of living as reflected in a comparison of the Bureau of Labor Statistics Consumer Price Index for the Los Angeles-Long Beach area (determined as of January each year and compared with the preceding January, a factor of up to five percent (5%) will be added to the survey salary data averages to determine the salaries to be proposed in the City of Oxnard Salary Plan. PROVIDED THAT IF THE AVERAGE OF THE COMPARISON SURVEY AGENCIES PLUS THE ADJUSTMENT FACTOR IS LESS THAN THE CITY OF OXNARD, SUCH WILL NOT BE A BASIS FOR RECOMMENDING DECREASES IN SALARY OF FRINGE BENEFITS.

5. MODIFYING FACTORS: The salary plan determined above will normally provide the basis for the salaries proposed in the fiscal year annual budget submission. Modification of all or of individual salaries may be made based on the following factors:

- a. The ability of the City to pay.
- b. Internal relationships.
- c. Employee turnover, recruitment difficulties, quality and quantity of job applicants.
- d. Unique and single position classifications. Ability of persons in these categories to assume duties and responsibilities.
- e. The qualifications required for our employees contrasted to those of other employers.
- f. Total compensation provided, including fringe benefits.

6. PROCEDURAL STEPS:

Step 1

NOT LATER THAN THE FIRST MONDAY IN MAY OF A CALENDAR YEAR, THE employee organization, IF requesting changes with respect to wages, fringe benefits or other terms and conditions of employment, shall submit to the City Manager, in writing, a memorandum enumerating the items that it is requesting. EXCEPT THAT IN THE EVENT A MULTI-YEAR MEMORANDUM OF UNDERSTANDING IS IN EFFECT, SUCH REQUEST SHALL BE MADE ONLY IN THE YEAR THE MEMORANDUM EXPIRES.

Wages (cont.)

Step 2

AFTER RECEIVING THESE REQUESTS, AS WELL AS THE LEAGUE OF CALIFORNIA CITIES SALARY AND WORKING CONDITIONS SURVEY AND STATE OF CALIFORNIA DEPARTMENT OF FINANCE OFFICIAL POPULATION DATA, THE CITY MANAGER, OR HIS DESIGNATED REPRESENTATIVES, AND REPRESENTATIVES OF THE OXNARD POLICE OFFICERS' ASSOCIATION, SHALL MEET AND CONFER PROMPTLY UPON REQUEST BY EITHER PARTY, SHALL CONTINUE TO MEET AND CONFER FOR A REASONABLE PERIOD OF TIME, SHALL FREELY EXCHANGE ALL RELEVANT INFORMATION (OTHER THAN WORK PRODUCT AND SUBJECT TO THE PROVISIONS OF LAW), OPINIONS AND PROPOSALS, AND SHALL ENDEAVOR TO REACH AGREEMENT PRIOR TO THE ADOPTION OF THE CITY OF OXNARD'S FINAL BUDGET FOR THE ENSUING FISCAL YEAR. UNLESS OTHERWISE AGREED, NO PARTY SHALL ATTEMPT TO NEGOTIATE ANY ISSUES NOT PRESENTED AT THE INITIAL SESSION OF THE ANNUAL MEET AND CONFER PROCESS.

Step 3

Upon the culmination of the MEET AND CONFER PROCESS, a Memorandum of Understanding shall be jointly prepared setting forth the agreed matters. If agreement is not reached on A MEMORANDUM OF UNDERSTANDING, OR IF THE PARTIES AGREE ON A MEMORANDUM OF UNDERSTANDING AND AGREE TO SUBMIT UNRESOLVED ISSUES TO THE CITY COUNCIL, SEPARATE statements of disagreement shall be prepared by the RESPECTIVE parties, AND COPIES SERVED ON EACH OTHER. The Memorandum of Understanding and/or the statements of disagreement shall THEN be submitted to the City Council for consideration in the determination of salaries, fringe benefits AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT for the following fiscal year.

MOU 1975-76, Pg. 1:1

Effective June 29, 1975, the salary classifications represented in the Police Unit will be increased 10% rounded to the nearest dollar.

MOU 1974-75, Pg. 1:1

Effective June 30, 1974, the salary classifications represented in the Police unit will be increased 8.5% rounded to the nearest dollar.

Wages (cont.)

MOU 1972-74; Pg. 1.a

It is mutually agreed that salary adjustments reflected in Attachment A to this agreement are considered fair and equitable and are acceptable.

MOU 1972-74; Pg. 3-4.b

It is mutually agreed that effective July 1, 1973, salaries for sworn police employees shall be further adjusted by the percentage change in the Consumer Price Index if their salaries are then equal to or above the survey salary data averages at the "E" step for the benchmark positions. If their salaries are below the survey salary data averages, salaries for sworn police employees shall be brought up to average and then further adjusted by the percentage change in the Consumer Price Index. The CPI which will be used are the January 1972 and January 1973 data as reported by the Department of Labor for the Los Angeles-Long Beach area. It is further agreed that in no instance shall there be a decrease in salary for the FY 1973-74 period as a result of this agreement.

6/25/73 Salary and Benefits Adjustment; Pg. 1,2

Attached is a schedule of salary adjustments for positions which your association represents which are being recommended to the City Council for approval for fiscal year 1973-74.

These salaries have been determined in accordance with the Memorandum of Understanding of June 13, 1972, which was mutually agreed to by your association and the City Administration.

POSITION	FROM	TO
Desk Officer	47 \$697-851	54P \$745-909
Police Detective	74P \$914-1114	81P \$974-1189
Police Matron-Dispatcher	39P \$648-790	46P \$691-843
Police Officer	66P \$850-1036	73P \$906-1106
Police Sergeant	82P \$982-1198	88P \$1048-1279
Supervising Narcotic Officer	74P \$914-1114	81P \$974-1189

Wages (cont.)

MOU 1971-72, Pg. 2:1a

Salary adjustments reflected in Attachment A to this agreement are considered fair and equitable and are acceptable.

MOU 1970-72, Pg. 2:1a

Salary adjustments reflected in Attachment A to this agreement are considered fair and equitable and are acceptable.

Criteria and Procedures for Annual Determinants of Employee Salary Recommendations

1. **PURPOSE:** The purpose of this policy is to establish the principles and procedures to be observed in developing the annual adjustment and revision of the salary plan.
2. **DISCUSSION:** An analysis of our organizational structure indicates that most City positions can be filled by recruitment from the local vicinity. Also, additional positions are filled by limited extension of recruitment confined to the Southern California area. Thus, the area in which we live and the area from which we recruit, appropriately identify our labor market area; it is the area within which our salaries must adequately compare. For purposes of the salary plan, this area includes the portion of California south of the north Kern County line. Occasionally, advertisement of single positions in magazines and professional publications disseminate job notices beyond this area; but such is the exception and not appropriate in setting the extent of the normal labor market area.
3. **POLICY:** The salary ranges assigned to positions within the City of Oxnard shall be established, through consideration of internal circumstances and the practices of substantially comparable cities within our labor market area, so as to provide our employees fair and equitable compensation. The City of Oxnard shall pay wages equal to or above the averages paid for benchmark positions in comparable cities in the Southern California area as reported in the most recent League of California Cities Salary Survey.

In setting salary levels, we must take cognizance of wages being offered by comparable cities in our labor market area so that we compare favorably with similar cities and present a competitive posture to attract and retain qualified employees. Therefore, to afford comparison information, data for all California cities south of the north Kern County line within ten thousand population of Oxnard will be considered and utilized in salary determination computations for all positions.

Wages (cont.)

4. ADJUSTMENT FACTOR: Basic data to be utilized in preparing the salary plan shall be drawn from the most recent League of California Cities Salary and Working Conditions Survey. Benchmark positions in various classification series representative of the City's work force will be surveyed; other classifications will be related to the benchmark positions and structured accordingly. Also as required, when sufficient data is not presented in the League survey, supplemental surveys shall be conducted. Because the data contained in the surveys reflect the salary conditions existing in the cities surveyed as of the date the survey was conducted or published, and because salaries in the comparable cities may change for the ensuing fiscal year, it is recognized that a one-year lag can occur between salaries paid in the comparable cities and in the City of Oxnard. In order to adjust for this lag and project the data forward, as well as to take into account annual increases in the cost of living as reflected in a comparison of the Bureau of Labor Statistics Consumer Price Index for the Los Angeles-Long Beach area (determined as of January each year and compared with the preceding January), a factor of up to five percent (5%) will be added to the survey salary data averages to determine the salaries to be proposed in the City of Oxnard Salary Plan.

5. MODIFYING FACTORS: The salary plan determined above will normally provide the basis for the salaries proposed in the subsequent fiscal year annual budget submission. Modification of all or of individual salaries may be made based on the following factors:

- a. The ability of the City to pay.
- b. Internal relationships.
- c. Employee turnover, recruitment difficulties, quality and quantity of job applicants.
- d. Unique and single position classifications. Ability of persons in these categories to assume duties and responsibilities.
- e. The qualifications required for our employees contrasted to those of other employers.
- f. Total compensation provided, including fringe benefits.

6. PROCEDURAL STEPS:

Step 1

At least 120 days prior to any determination of salaries for the new fiscal year, each employee organization requesting changes with respect to wages, fringe benefits or other terms and conditions of employment, shall submit to the City Manager, in writing, a memorandum enumerating the items that it is requesting.

Wages (cont.)

Step 2

After receiving these requests, and upon receipt of the California League of Cities Survey, the City Manager, or such representatives as he may designate, will meet and confer with representatives of employee organizations with regard to their requests at a mutually agreed upon time and place. At this meeting, the City Manager shall present to each employee organization, in writing, a list of those items he believes the City can afford during the coming year.

Step 3

Within one month after receiving the City Manager's response, employee groups should respond in writing indicating areas of agreement or disagreement. Conferences will be arranged by the administrative staff at times that are mutually acceptable to the parties concerned to meet and confer in good faith towards the resolution of points of difference. Upon the culmination of the conferences, a memorandum of understanding shall be jointly prepared setting forth the matters agreed upon. In the event agreement cannot be reached on one or more points discussed, statements of disagreement shall be prepared by both parties. The memorandum of understanding and/or the statements of disagreement shall be submitted to the City Council for consideration in determination of salaries and fringe benefits for the following fiscal year.

Resolution No. 7240; Pg. 1:1

That Section XII of the Personnel Rules and Regulations remain in force and effect and is amended effective June 26, 1977, in that detail itemized and listed on the attached Classification and Salary schedule.

MOU 1970-71; Pg. 3:2

Agree to a need for new salary criteria and recommend to Council for adoption the criteria contained in Attachment B. The parties understand that the criteria to be utilized for determining employee salaries must be amenable to change from time to time as justified by changing circumstances; but that the need for stability in employer-employee relations, in administrative planning, and in budget formulation require that adequate lead time be provided prior to effectuation of any change in salary criteria. Therefore, it is agreed that the criteria outlined in Attachment B shall become effective upon adoption by the City Council and that changes in the salary criteria will become effective in the next calendar year after approval of the change, unless an earlier effective date is mutually agreed upon by the parties to this memorandum.

WAGES DEFERRAL

MOU 1991-92; Pg. 5:11

Effective the second regular pay period beginning in December 1992, contributions from the wage deferral to the fund established for unit employees and retirees shall terminate and the City shall have no further responsibility for contributions or benefits related to the fund. The salary schedule shall thereupon be increased by two percent (2.00%).

TOP STEP

MOU 1993-94, Pg. 3.7

Effective March 26, 1994, an additional top step shall be added to the salary range for each position classification represented by OPOA. This top step shall be five percent (5%) above the current top step. Effective March 26, 1994, employees who have completed, or thereafter complete, a minimum of fifty-two (52) weeks of service at the top step of their current position classification shall be eligible for advancement to the new top step.

OVERTIME

MOU 1995-97, Pg. 11:VIII

1. Anticipated Overtime

The following procedure addresses the need to mandate overtime with reference to anticipated overtime needs. Whenever the need for overtime staffing has been identified, volunteers will be sought in the following order:

- Volunteers within the specific work unit
- Volunteer part-time employees
- Volunteers from other work units

Once the above sources of volunteers have been sought and the staffing needs have not been met, overtime will be mandated to employees within the specific work Unit according to employee's availability, seniority, current overtime commitment and equity.

Each division of the bargaining Unit can formulate an overtime policy that is consistent with this MOU. Those Units that do not employ sworn peace officers, but do require the use of officer overtime, will limit the use to not more than 25% of the Unit's overtime commitment.

2. Emergency Overtime

As a general rule, mandated overtime is a prerogative management can exercise during emergency conditions. An emergency can be 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 conditions are usually temporary in nature and of short duration. Should an emergency require prolonged attention, then other reasonable alternatives will be sought as soon as practical.

MOU 1987-88, Pg. 3:11

Effective upon approval of this agreement by the City Council, the manner of providing overtime compensation to unit employees shall be amended to provide that time worked, for purposes of calculating eligibility for premium compensation under this agreement (but not the FLSA), shall mean all time actually worked and paid leave of absences because of vacation, holiday, industrial disability, illness or injury entitling the individual to utilize sick leave benefits, association time or utilization of accrued compensatory time off benefits.

Overtime (cont.)

MOU 1985-87, Pg. 3:7

The parties recognize that the requirements of the Fair Labor Standards Act (FLSA) may will preempt some overtime provisions of the Memorandum of Understanding. It is the intent of the parties to continue current overtime benefits and procedures to the extent authorized under the FLSA. To the extent that during any City designated work period the FLSA mandates overtime compensation greater than that currently provided for under the Memorandum of Understanding, the City will provide such additional FLSA overtime compensation to the extent mandated by applicable FLSA requirements.

MOU 1972-74, Pg. 2:6

It is mutually agreed that payment for overtime for those classifications represented by the Association be increased from one and one-quarter times the standard salary to one and one-half times the standard salary.

MOU 1971-72, Pg. 4:e

Standby pay at the rate of 25¢ per hour shall be paid to all police personnel placed on standby on order of, or through, the Police Chief. Standby shall be authorized when police personnel are advised, either verbally or in writing, to remain available for immediate call to duty, or when off-duty personnel are notified by the District Attorney's Office through the Police Chief's Office to remain available for court appearance. Whenever police personnel are placed on standby duty, they shall not report to court until in fact directed to do so by or through the Police Chief's Office. Standby in connection with a court appearance shall be compensable only during those hours when court is in session and the employee is on off-duty status. The start and finish of each standby pay period shall be maintained as a police department administrative pay record. The Oxnard Police Benevolent Association will support those procedures necessary to administer the standby pay program. It is expressly recognized that additional instances of standby duty to meet police department requirements may occur. In such event they shall be considered for approval by the City Manager on a case-by-case basis.

To the existing program of overtime compensation at the rate of time and one-quarter there shall be added the guarantee of a two-hour minimum of such compensation when an employee responds to callback from off-duty status.

Overtime (cont.)

9/1/81 Memo to Police Chief

Your office inquired as to the application of the new provisions in the Police agreement dealing with time affected by Court duty.

Throughout the bargaining process, the OPOA emphasized that they wanted more "call back" time for Court appearances which occurred upon days when officers would normally not be required to report. Specific emphasis was placed upon the amount of travel time required from home to the Courthouse and back. The arrangement was that Court days (Monday through Friday) were often the Officers "weekend" (e.g., day off). The entire emphasis was to provide an increase in the historical two-hour callback time, which previously applied to Court appearances (hours when that time was related to a day off.)

Based on this background, our position is that the overtime claims submitted to you and described in your memorandum should not be paid as four hours overtime. Instead, the time should be treated the same as it historically has been; as an early call-in to work with overtime calculated based on the number of hours worked in excess of a full shift worked on that duty day.

MOU 1970-71; Pg. 2-3, 1g

That the procedure on reimbursement for overtime provide that, to those employees entitled to overtime pay, payment be at the rate of one and one-quarter times the standard salary; and that the present procedure for accumulation continue to be afforded on a direct hour-for-hour basis, Administrative procedures for the implementation of this provision within the operational requirements of the Police Department are to be mutually developed by the Police Department and the Personnel Department.

LONGEVITY PAY

MOU 1970-71; Pg. 2.1c

To mutually assist in the development and implementation of a training-longevity incentive program affording incentive pay for satisfactory completion of on-the-job and/or formal training courses appropriate to the employee's position. (For discussion see Item 4, City Manager Memo, April 9, 1970.)

TRAINING LONGEVITY INCENTIVE PROGRAM

MOU 1971-72, Pg. 4-5-2

Agree to make diligent efforts to develop and implement promptly a training-longevity incentive pay program. In the event agreement on the details of such a program is not reached between the City Manager and the Oxnard Police Benevolent Association, after each has submitted proposals for development and implementation of the program, then this matter will be submitted to the City Council for action upon the request of either the City Manager or the Oxnard Police Benevolent Association. It is expressly understood that this program can become effective at any time during the 1971-72 fiscal year and need not await the commencement of the 1972-73 fiscal year.

HOLIDAY PAY

MOU 1988-90, Pg. 2:9

Effective February 5, 1989, a unit employee who actually works on a recognized holiday shall receive the following:

- a. For each recognized full holiday, premium pay at the rate of one and one-half times the employee's regular rate of pay for each regularly scheduled shift hour worked and a compensatory time accrual of eight (8) hours; or
- b. For each recognized one-half holiday, premium pay at the rate of one and one-half times the employee's regular rate of pay for one-half of the regularly scheduled shift hours worked and a compensatory time accrual of four (4) hours.

When such employees work more than the regularly scheduled shift, appropriate overtime compensation shall be provided without regard to this holiday compensation.

MOU 1987-88, Pg. 2:9

Effective upon approval of this agreement by the City Council, the designated holidays for unit employees shall be modified to include Martin Luther King Day (the 3rd Monday in January) and to exclude Good Friday (4 hours).

MOU 1984-85, Pg. 2:5

Effective July 1, 1984, the day after Thanksgiving shall be added as a paid holiday for unit employees, subject to the rules and regulations applicable to all other unit holidays.

MOU 1976-77, Pg. 2:2

Decrease the number of holidays for police unit employees from ten and five-tenths (10.5) to nine and five-tenths (9.5) per year by eliminating Admission Day.

MOU 1970-71, Pg. 2:1f

To increase the number of holidays guaranteed to each employee to 10½ days per year.

VACATION LEAVE

MOU 1977-81, Pg. 3:12

The accumulation rate for vacation leave shall be increased on or about July 1, 1979, so as to provide 160 hours of vacation after ten years of service.

MOU 1976-77, Pg. 2:1

Increase the accumulation rate for vacation leave to one hundred twenty (120) hours per year for police unit employees who have completed from five (5) through eight (8) years of service, said vacation policy to otherwise remain unchanged.

MOU 1971-72, Pg. 4:f

The substance of the City Manager's proposal in paragraph 13 of his letter to the Oxnard Police Benevolent Association of April 14, 1971, whereby employees will receive eight more vacation days between the fifth and fifteenth year of employment, is acceptable and incorporated herein by reference.

VACATION REDEMPTION PLAN

MOU 1991-92, Pg. 4.7

Effective January 1, 1992, the Vacation Redemption Plan is modified as follows:

After five years of full-time service, an employee may receive pay in lieu of up to forty (40) hours of vacation once during each calendar year. After ten years of full-time service, an employee may receive pay in lieu of up to eighty (80) hours of vacation once during each calendar year. All requests hereunder must be made by the employee in writing on a City form, and submitted during the month of July or the month of December.

MOU 1983-84, Pg. 3:5

Effective July 3, 1983, the City shall modify the existing vacation conversion benefit to provide that qualified unit employees with a minimum of ten (10) years of service may convert up to 80 hours of accrued vacation time to a lump sum cash payment on a one-time basis during each calendar year, upon election by the employee.

MOU 1981-83, Pg. 4.2,3

During December of each year, the City shall permit each qualified unit employee to elect to convert to vacation at a 50% rate any unused sick leave earned during the preceding 26 pay periods which exceeds the 600 hours maximum. If a qualified unit employee does not exercise this option, he shall retain those hours in excess of 600 for the sole purpose of sick leave utilization and shall not be eligible for any payoff or conversion or retirement credit with respect to any such hours.

The City shall convert up to 40 hours of accrued vacation time to a lump sum cash payment on a one-time basis during each calendar year upon election by qualified unit employees.

SICK LEAVE CONVERSION

For unit employees with five (5) years of active service, the following will be in effect:

1. Upon a one-time election by qualified unit employees on or before September 1, 1981, sick leave accrual in excess of 600 hours may be converted on a 50% basis to a lump sum payment to be paid to the unit employee, which may, at the option of the unit employee, be paid in two increments: the first, effective shortly after the exercise of the option; and the second, effective shortly after January 3, 1982. If a qualified unit employee does not exercise this option, he shall retain those hours in excess of 600 for the sole purpose of sick leave utilization and he shall not be eligible for this or any other payoff or conversion or retirement credit with respect to any such excess hours.
2. During December of each year, the City shall permit each qualified unit employee to elect to convert to vacation at a 50% rate any unused sick leave earned during the preceding 26 pay periods which exceeds the 600 hours maximum. If a qualified unit employee does not exercise this option, he shall retain those hours in excess of 600 for the sole purpose of sick leave utilization and shall not be eligible for any payoff or conversion or retirement credit with respect to any such hours.

MOU 1981-83, Pg. 4-f

While hours in excess of 600 may be retained or accrued as provided herein, the maximum accrual of sick leave for all unit employees for purpose of cash payment or retirement credit upon separation, shall be reduced to 600 hours (at a 50% rate).

MOU 1977-81, Pg. 3-13

Effective July 1, 1980, the City shall provide for all qualified and eligible Unit personnel the 2% at age 50 retirement program and certain features thereto (Government Code sections 21252.01, 20862.8, 20930.3, 21307, 21382.2, and 21390) as set forth in the actuarial study of the Public Employees Retirement System (PERS) dated June 9, 1977, and any valuation updates thereto.

With reference to Government Code section 20862.8, upon retirement Unit employees are presently entitled to payment of a cash benefit for accumulated unused sick leave pursuant to the City's Personnel Rules and Regulations, Section V, pages 3-4, Article 2, "Sick Leave," paragraph D. It is the intention of the parties that Unit employees be given the option to choose either this City benefit or the PERS benefit under section 20862.8. If such employee choice is not available because of PERS retirement program limitations, then Unit employees shall receive the section 20862.8 benefit and not the aforesaid City benefit.

WORKERS' COMPENSATION BENEFITS

Resolution No. 7172, Pg. 1,3,4

Any police reserve officer who sustains injuries arising out of and in the course of his duties and is as a result thereof unable to engage in his regular occupation, shall be entitled to receive from the City supplemental disability compensation in the amount of 80% of the hourly rate for police officer, A step, for the time actually lost from his regular occupation up to a maximum of three days.

The Chief of Police is authorized to provide police reserve officers at City expense, necessary physical examinations, insurance, training, uniforms, supplies and equipment to enable them to carry out their assigned responsibilities. Rules and regulations adopted by the Chief of Police shall provide general guidance for such officers in carrying out their responsibilities.

COMPENSATORY TIME OFF

MOU 1981-83; Pg. 3d

The City shall increase credit for compensatory time off for unit employees to time-and-a-half for each hour of overtime accrued.

ACCUMULATED COMPENSATORY TIME

MOU 1991-92, Pg. 3:7

Effective the second regular pay period beginning in July 1991, accumulated compensatory time, including hours credited for work on holidays, shall at no time exceed six hundred fifty (650) hours for unit employees. Employees whose balances exceed 650 hours on the effective date of this provision shall retain their then current balance but shall not be eligible to accumulate additional hours until their accumulated balance falls below 650 hours. Employees who have reached their 650-hour maximum shall be paid for all hours worked and all holiday hours in accordance with the existing pay rate practices.

COURT TIME COMPENSATION

MOU 1981-83, Pg. 3c

The City shall increase minimum court time compensation to four hours at the rate of time-and-a-half for each court appearance.

BEREAVEMENT LEAVE

MOU 1987-88, Pg. 2:7

The bereavement leave program shall extended to provide as follows:

Up to three (3) days leave of absence with pay, as necessary, may be granted by the Department Head to any employee 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 grandchild(ren), and any blood relative(s) living in the immediate household.

The employee, immediately upon return from leave of absence, 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 without pay.

HEALTH INSURANCE

MOU 1995-97; Pg. 3:G1

The City shall continue to contribute \$7.38 biweekly toward the payment of the premiums under the City's health insurance program on behalf of each eligible Unit employee and to the extent required by law, each eligible retiree.

The City shall continue to contribute \$128.31 biweekly toward City health and elective insurance programs for Unit employees and their qualified dependents.

MOU 1993-94; Pg. 1:1

The City shall continue to contribute \$16.00 per month toward the payment of the premiums under the City's health insurance program on behalf of each eligible employee and, to the extent required by law, each eligible retiree. Nothing in this paragraph shall have any bearing on the issue of whether the choice of carrier is a required subject of negotiations.

MOU 1993-94; Pg. 3:1

The City shall continue to contribute \$16.00 per month toward the payment of the premiums under the City's health insurance program on behalf of each eligible employee and, to the extent required by law, each eligible retiree. Nothing in this paragraph shall have any bearing on the issue of whether the choice of carrier is a required subject of negotiations.

MOU 1991-92; Pg. 1:1

The City shall continue to contribute \$16.00 per month toward the payment of the premiums under the City's health insurance program on behalf of each eligible employee and, to the extent required by law, each eligible retiree. Nothing in this paragraph shall have any bearing on the issue of whether the choice of carrier is a required subject of negotiations.

MOU 1991-92; Pg. 3-4:1

The City shall continue to contribute \$16.00 per month toward the payment of the premiums under the City's health insurance program on behalf of eligible employee and, to the extent required by

Health Insurance (cont.)

law, each eligible retiree. Nothing in this paragraph shall have any bearing on the issue of whether the choice of carrier is a required subject of negotiations.

MOU 1991-92, Exhibit B

The money in the trust account shall be utilized to reimburse retirees for all or part of the premiums for health insurance, under the following terms and conditions:

- A. Effective at such time as the Association shall determine, each eligible current retiree and each eligible current employee and employee hired subsequent to the effective date of this agreement who makes equitable contributions to the fund, as determined by the trustees, shall receive such amounts as established by the Association, which amounts may be modified by the Association's designated trustees of the fund pursuant to the terms of the trust.
- B. This benefit shall be available only to individuals who retired from this unit of representation, or are members of this unit of representation upon retirement, except that a current or qualifying future employee in a position included within the unit of representation who subsequently promotes to a management position that is not included in the unit shall be eligible to receive these benefits if he or she retires while in a management position within the police department.
- C. To be eligible, a retiree must have served 15 years in law enforcement in a capacity similar to those reflected by classifications in this unit of representation prior to retirement and at least 10 of those years must have been with the Oxnard Police Department. In addition, the employee must have retired from the Oxnard Police Department. Exceptions to this requirement may be made in cases of catastrophic injury or other compelling circumstances in accordance with the terms of the trust. Retirees shall be disqualified from receiving these benefits during any period that they are eligible to receive at no cost comparable coverage through their own their or other spouse's employment. Disqualification shall last only while such other coverage is available.
- D. The trust shall be administered by the Association or by persons designated by it. The City shall be under no obligation to administer or otherwise be involved with the fund, and shall not be liable for any acts or omissions in connection with the trust or its administration. The Association shall fully indemnify the City for any costs, damages or liability incurred by or in connection with the implementation or administration of the trust and the conduct of the trustees; and shall defend it in connection with any claim brought against the City as a result of, or in connection with, the administration of the fund. In cases of conflict of interest or where the amount sought from the City or its agents exceeds \$50,000, the City shall have the option to procure independent legal counsel of its choice to respond and defend itself, and the Association shall reimburse the City for its reasonable costs and expenses incurred by it in responding to such claims. The trustees shall be empowered to modify any of the benefits and other provisions of the fund consistent with this Exhibit, and to review claims and decide disputed claims, including exceptions for eligibility as described above in paragraph "C."

Health Insurance (cont.)

- E. When the amount in the fund equals or is less than the then-current value of a 1% salary increase for one year for the bargaining unit, the Association may elect to reduce the salaries of each unit employee for a specified temporary period with the monies saved by paying the reduced salaries to be utilized to replenish the fund. Such replenishment shall commence on or about thirty (30) days after written notice from the Association to the City. At the end of the period of replenishment, the City's obligation to make such replenishment payments to the fund shall cease and the base salaries shall be restored to their former level.

MOU 1988-90; Pg. 1:1

The City shall continue to contribute \$16.00 per month toward the payment of the premiums under the City's health insurance program on behalf of each eligible employee and, to the extent required by law, each eligible retiree. Nothing in this paragraph shall have any bearing on the issue of whether the choice of carrier is a required subject of negotiations.

MOU 1988-90; Pg. 3:1

The City shall continue to contribute \$16.00 per month toward the payment of the premiums under the City's health insurance program on behalf of each eligible employee and, to the extent required by law, each eligible retiree. Nothing in this paragraph shall have any bearing on the issue of whether the choice of carrier is a required subject of negotiations.

MOU 1988-90; Pg. 3:1

The City shall continue to contribute \$16.00 per month toward the payment of the premiums under the City's health insurance program on behalf of each eligible employee and, to the extent required by law, each eligible retiree. Nothing in this paragraph shall have any bearing on the issue of whether the choice of carrier is a required subject of negotiations.

MOU 1987-88; Pg. 1:1

The City shall continue to contribute \$16.00 per month toward the payment of the premiums under the City's health insurance program on behalf of each eligible employee, and to the extent that such may be required by law, each eligible retiree. Nothing in this paragraph shall have any bearing on the issue of whether the choice of carrier is a required subject of negotiation

Health Insurance (cont.)

MOU 1985-87; Pg. 1-2:1

Effective September 1, 1985, the City shall contract with the Public Employees' Retirement System (PERS) to make available to unit employees and their qualified dependents and to eligible retirees to the extent required by law the health insurance benefits available under the Public Employees' Medical and Hospital Care Act, as set forth in Section 22751, et seq., of the California Government Code. The City will also continue to make available to unit employees and their qualified dependents health insurance coverage through the VIP Plan, pending a determination by PERS whether that Plan shall be included in the program offered by PERS. The City shall contribute \$16.00 per month toward the payment of premiums under any such plan on behalf of each eligible employee, and, to the extent that such may be required by law, each eligible retiree. Each employee shall be required to enroll in one of those plans. Nothing in this paragraph shall have any bearing on the issue of whether the choice of carrier is a required subject of negotiations.

MOU 1984-85; Pg. 1:1

Effective July 1, 1984, the City shall pay for employee-only coverage for health insurance under the City's modified indemnity plan or one of the Health Maintenance Organization plans offered by the City; provided, however, that the amount paid by the City shall not exceed \$113.31 per unit employee per month.

MOU 1983-84; Pg. 2:1

Effective October 1, 1983, the City shall pay for employee-only coverage for health insurance under the City's modified indemnity plan or one of the Health Maintenance Organization plans offered by the City; provided, however, that the monthly contribution shall not exceed \$113.31 per unit employee.

MOU 1981-83; Pg. 2:1a

On July 1, 1981, the following provisions will be in effect:

The City shall pay a total of \$60.70 per month per unit employee for health and life insurance premiums which shall constitute 100% of the premiums for the employees only.

Health Insurance (cont.)

MOU 1981-83; Pg. 2:1c

The City shall arrange deferral of adjustments to the premiums for the current health plan such that the premiums for dependent coverage of the unit employees are not increased over current rates for six (6) months. During the six-month period from July 1 through December 31, 1981, the Oxnard Peace Officers' Association shall participate in a comprehensive total insurance and benefit plan study in conjunction with the City to consider changes in insurance and benefit plans. There shall be no changes as a result of that study except by mutual agreement. The plans to be health, life, dental, long-term disability, and physical fitness. Unless otherwise agreed by the parties as a result of the study, effective January 1, 1982, unit employees shall pay the premium increases deferred by this paragraph.

MOU 1981-83; Pg. 5:4b

The City shall maintain its then proportional share of premium payments towards medical, dental, and life insurance programs, and unit employees shall maintain their then proportional share of such premiums.

MOU 1977-81; Pg. 2:2

The City shall pay a total of \$40 per month per employee for health and life insurance premiums effective July 1, 1977.

MOU 1977-81; Pg. 2:7

For the period commencing July 1, 1978, the City shall pay up to an additional maximum of \$10 per month per employee to match any premium increases for health and life insurance coverage for employees.

MOU 1977-81; Pg. 3:10

For the period commencing July 1, 1979, the City shall pay up to an additional maximum of \$10 per month per employee to match any premium increases for health and life insurance coverage for employees.

Health Insurance (cont.)

MOU 1972-74; Pg. 2:6

There shall be a critical appraisal and evaluation of the total employee insurance program. To accomplish this the services of an insurance consultant shall be engaged, for which the City will appropriate \$500.00. This consultant shall investigate thoroughly the employee insurance needs and recommend specifications for a basic insurance program and various options.

It is further agreed that the amount the City shall pay for employee life and health insurance coverage shall be changed from a percentage-of-cost basis to a specified dollar amount so as to provide an equal insurance contribution for each employee. The amount to be paid by the City toward insurance coverage for each permanent full-time employee participating in the employees' group insurance program shall be \$15.00 per month per employee effective July 1, 1971. This amount shall be increased to \$20.00 per month per employee effective January 1, 1972. In no event is the amount paid by the City per employee to exceed the total costs of the employee's life and health insurance premium in the group insurance program which is in effect at the time of the monthly payment.

MOU 1970-71; Pg. 2:1d

Incorporate provisions for a family deductible maximum of \$150 per family per year for medical expenses and increase the major medical expense maximum to \$25,000 per individual. It is understood that the Oxnard Police Benevolent Association will not be precluded from pursuing further the matter of insurance dividends.

Resolution No. 7240; Pg. 1:2

Commencing July 1, 1977, the City's monthly contribution for medical insurance will be increased by Six (\$6.00) Dollars for each Oxnard Police Officer Unit employee.

LIFE INSURANCE

MOU 1995-97, Pg. 4:3

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

MOU 1993-94, Pg. 1:2

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

MOU 1993-94, Pg. 3:2

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

MOU 1991-92, Pg. 1:2

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

MOU 1991-92, Pg. 4:2

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

MOU 1988-90, Pg. 2:2

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

Life Insurance (cont.)

MOU 1988-90; Pg. 3:3

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

MOU 1988-90; Pg. 4:3

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

MOU 1987-88; Pg. 1:2

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

MOU 1985-87; Pg. 2:2

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

MOU 1985-87; Pg. 3:4

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

MOU 1984-85; Pg. 1:2

The City shall continue to pay 100% of the current premium for employee-only coverage under the existing life insurance plan.

Life Insurance (cont.)

MOU 1983-84, Pg. 2:2

The City shall continue to pay 100% of the current premium for employee-only coverage under the existing life insurance plan.

MOU 1981-83, Pg. 2:1a

On July 1, 1981, the following provisions will be in effect:

The City shall pay a total of \$60.70 per month per unit employee for health and life insurance premiums which shall constitute 100% of the premiums for the employees only.

MOU 1981-83, Pg. 5:4b

The City shall maintain its then proportional share of premium payments towards medical, dental, and life insurance programs, and unit employees shall maintain their then proportional share of such premiums.

MOU 1977-81, Pg. 2:2

The City shall pay a total of \$40 per month per employee for health and life insurance premiums effective July 1, 1977.

MOU 1977-81, Pg. 2:7

For the period commencing July 1, 1978, the City shall pay up to an additional maximum of \$10 per month per employee to match any premium increases for health and life insurance coverage for employees.

MOU 1977-81, Pg. 3:10

For the period commencing July 1, 1979, the City shall pay up to an additional maximum of \$10 per month per employee to match any premium increases for health and life insurance coverage for employees.

MOU 1972-74; Pg. 2:6

There shall be a critical appraisal and evaluation of the total employee insurance program. To accomplish this the services of an insurance consultant shall be engaged, for which the City will appropriate \$500.00. This consultant shall investigate thoroughly the employee insurance needs and recommend specifications for a basic insurance program and various options.

It is further agreed that the amount the City shall pay for employee life and health insurance coverage shall be changed from a percentage-of-cost basis to a specified dollar amount so as to provide an equal insurance contribution for each employee. The amount to be paid by the City toward insurance coverage for each permanent full-time employee participating in the employees' group insurance program shall be \$15.00 per month per employee effective July 1, 1971. This amount shall be increased to \$20.00 per month per employee effective January 1, 1972. In no event is the amount paid by the City per employee to exceed the total costs of the employee's life and health insurance premium in the group insurance program which is in effect at the time of the monthly payment.

MOU 1970-71; Pg. 2:1d

Incorporate provisions for a family deductible maximum of \$150 per family per year for medical expenses and increase the major medical expense maximum to \$25,000 per individual. It is understood that the Oxnard Police Benevolent Association will not be precluded from pursuing further the matter of insurance dividends.

DENTAL INSURANCE

MOU 1995-97; Pg. 4:2

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for Unit employees and their qualified dependents. For administrative purposes, this amount will be added to the Cafeteria Program contribution.

MOU 1993-94; Pg. 1:3

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1993-94; Pg. 3:3

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1991-92; Pg. 1:3

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1991-92; Pg. 4:3

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1988-90; Pg. 2:3

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

Dental Insurance (cont.)

MOU 1988-90; Pg. 3:4

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1988-90; Pg. 4:4

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1987-88; Pg. 1:3

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1985-87; Pg. 2:3

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1985-87; Pg. 3:5

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1984-85; Pg. 1:3

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

Dental Insurance (cont.)

MOU 1983-84; Pg. 2:3

The City shall continue to pay 100% of the premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1981-83; Pg. 2:1b

The City shall continue to pay 100% of the current premiums for the existing dental insurance plan for unit employees and their qualified dependents.

MOU 1981-83; Pg. 5:4b

The City shall maintain its then proportional share of premium payments towards medical, dental, and life insurance programs, and unit employees shall maintain their then proportional share of such premiums.

MOU 1977-81; Pg. 2:3

Effective January 1, 1978, the City shall pay the increase in premiums for the existing dental insurance plan for Unit members and their qualified dependents.

MOU 1977-81; Pg. 2:8

For Fiscal '78-79 the City shall maintain the existing dental insurance benefits including the payment of any premium increases.

MOU 1977-81; Pg. 3:11

For fiscal year '79-80, the City shall maintain the existing dental insurance benefits including the payment of any premium increases.

Dental Insurance (cont.)

MOU 1976-77; Pg. 2:2

The City agrees to pay the increase in premium for the existing dental insurance plan for police unit employees and their qualified dependents effective January 1, 1977.

MOU 1975-76; Pg. 2:7

The monthly benefit limit of \$20.05 per eligible employee paid by the City for the employees' Group Dental Plan shall remain in effect.

MOU 1974-75; Pg. 2:2

Effective January 1, 1975, the City will provide for employees represented in the Police unit up to \$18.16 per employee per month for a dental plan selected by the City through competitive bid.

2/4/75 Addendum to 1974-75 MOU; Pg. 1:1.2

Effective January 1, 1975, the benefit limit paid by the City of Oxnard for the employees' Group Dental Plan shall be increased from \$18.16 to \$20.05 per eligible employee per month.

This additional benefit is understood to be an advance upon negotiated employee benefits for the 1975-76 fiscal year.

RETIREMENT

MOU 1988-90; Pg. 3:7

Effective the first regular pay period beginning in July 1989, the City shall amend the existing contract with the Public Employees' Retirement System (PERS) to provide unit employees with the Third Level of 1959 Survivor's Benefit in accordance with the Public Employees' Retirement Law California Government Code Section 21382.4.

MOU 1985-87; Pg. 3:6

Effective January 1, 1987, the City shall amend the existing contract with the Public Employees' Retirement System (PERS) to provide unit safety members with the single highest year compensation benefit in accordance with the Public Employees' Retirement Law, California Government Code Section 20024.2, as set forth in the actuarial study of PERS dated May 10, 1985, and any valuation updates thereto.

MOU 1984-85; Pg. 3-8a

Effective July 15, 1984, for unit employees in the following classifications, the City shall pick up that portion of the employee's contribution to the Public Employees Retirement System (PERS) equal to nine percent (9%) of the base compensation upon which retirement contributions are computed. This "pickup" shall not be considered as salary but shall be pursuant to Section 414(h)(2) of the U.S. Internal Revenue Code. Also effective July 15, 1984, the base wages for all unit employees in these classifications shall be increased by four percent (4%):

Police Officer I
Police Officer II
Police Officer III
Police Sergeant

MOU 1981-83; Pg. 3a

The City shall pick up that portion of each unit employee's contribution to the Public Employees Retirement System (PERS) equal to 5.6% of the base compensation upon which retirement contributions are computed. This "pickup" shall not be considered as salary but shall be pursuant to Section 414(h)(2) of the U. S. Internal Revenue Code.

Retirement (cont.)

MOU 1981-83, Pg. 5:3a

Unless otherwise agreed pursuant to paragraph 1© above, the base wage of unit employees shall be increased by 8%, and the City shall pay an additional portion of the unit employees' contribution to the Public Employees Retirement System (PERS) so as to bring the total "pickup" to 7% of the employees' base compensation in the manner described in paragraph (2)(a).

6/20/80 Election for PERS Memo

The purpose of the election on June 25, 1980, is to determine your desires on the implementation of the 2% at age 50 retirement program.

The specific reason for the ballot is the authorization of a change of each member's contribution to a uniform rate of 9% of salary earned, exclusive of overtime.

If the results of the rate are favorable the total program will contain all items covered in the current MOU which includes the following sections of the Public Employees Retirement Law of the Government Code:

Section 21252.01,	2% at age 50
Section 20862.8,	Unused Sick Leave Credit
Section 20930.3,	Military Service Credit
Section 21307	Improved Industrial Disability Allowances to maximum of 90%
Section 21382.2,	1959 Survivors Program
Section 21390,	Increased 1959 Survivors Benefit

MOU 1977-81, Pg. 3:13

Effective July 1, 1980, the City shall provide for all qualified and eligible Unit personnel the 2% at age 50 retirement program and certain features thereto (Government Code sections 21252.01, 20862.3, 20930.8, 21307, 21382.2, and 21390) as set forth in the actuarial study of the Public Employees Retirement System (PERS) dated June 9, 1977, and any valuation updates thereto.

With reference to Government Code section 20862.8, upon retirement Unit employees are presently entitled to payment of a cash benefit for accumulated unused sick leave pursuant to the City's Personnel Rules and Regulations, Section V, pages 3-4, Article 2, "Sick Leave," paragraph D. It

Retirement (cont.)

is the intention of the parties that Unit employees be given the option to choose either this City benefit or the PERS benefit under section 20862.8. If such employee choice is not available because of PERS retirement program limitations, then Unit employees shall receive the section 20862.8 benefit and not the aforesaid City benefit.

MOU 1972-74; Pg. 3:g

It is mutually agreed that the retirement program for sworn police employees shall be modified so that the present contract shall be added the provision that one-half the amount of the member's retired pay shall continue to the eligible beneficiary or beneficiaries in accordance with State Retirement Law, Government Code Section 21264. The cost of this coverage is to be borne by the City. This provision, commonly termed "one-half widows continuance," shall be effective July 1, 1973, or as soon thereafter as the State of California Public Employees' Retirement System can implement and make operative this designated coverage.

HEALTH INSURANCE REIMBURSEMENT PROGRAM

MOU 1993-94; Pg. 2:5

The City shall continue to contribute \$252 per month per unit employee toward the City's Health Insurance Reimbursement Program (Cafeteria Program). This benefit shall be earned and payable biweekly.

MOU 1993-94; Pg. 3:5

The City shall continue to contribute \$252 per month per unit employee toward the City's Health Insurance Reimbursement Program (Cafeteria Program). This benefit shall be earned and payable biweekly.

MOU 1991-92; Pg. 3:8

Effective the second regular pay period beginning in July 1991, the City's contribution toward the City's Health Insurance Reimbursement Program (Cafeteria Program) shall be increased by \$25 per month, for a total contribution of \$252 per month per unit employee. This benefit shall be earned and payable biweekly.

MOU 1991-92; Pg. 4:9

Effective the second regular pay period beginning in July 1992, the City's monthly contribution toward the City's Health Insurance Reimbursement Program (Cafeteria Plan) shall be increased by \$26 per month, for a total contribution of \$278 per month per unit employee. This benefit shall be earned and payable biweekly.

MOU 1988-90; Pg. 2:4

Effective August 7, 1988, the City's monthly contribution toward the City's Health/Insurance Reimbursement Program (Cafeteria Plan) shall be increased by \$22, for a total contribution of \$192 per month per unit employee. This benefit shall be earned and payable biweekly.

Health Insurance Reimbursement Program (cont.)

MOU 1988-90; Pg. 3:2

Effective the first regular pay period beginning in August 1989, the City's contribution toward the City's Health/Insurance Reimbursement Program (Cafeteria Plan) shall be increased by \$25, for a total contribution of \$217 per month per unit employee. This benefit shall be earned and payable biweekly.

MOU 1988-90; Pg. 3:2

Effective the first regular pay period beginning in August 1990, the City's monthly contribution toward the City's Health/Insurance Reimbursement Program (Cafeteria Plan) shall be increased by \$10, for a total contribution of \$227 per month per unit employee. This benefit shall be earned and payable biweekly.

MOU 1987-88; Pg. 2:4

Effective July 26, 1987, the City's monthly contribution toward the City's Health Insurance Reimbursement Program (Cafeteria Plan) shall be increased by \$20 per month per unit employee. This credit shall be earned and payable biweekly.

MOU 1985-87; Pg. 2:4a-e

The City shall continue the Health/Insurance Reimbursement Program for unit employees, subject to the following modifications:

- a. Effective September 1, 1985, the City's monthly contribution on behalf of each unit employee shall be one hundred and forty dollars (\$140.00).
- b. As an additional option, unit employees may elect to receive a cash payout of any unused portion of the amount specified in 4.a. above. Such cash payment shall be made semiannually as per the provisions of the Health/Insurance Reimbursement Program, and shall be subject to applicable state and local taxes, but shall not be subject to retirement contributions, nor shall it be used in retirement calculations.
- c. The City will, after having implemented the administrative capability to do so, cause the Health/Insurance Reimbursement Program to be modified so as to pay on behalf of employees selecting the following options the biweekly premiums for employee and dependent life insurance and dependent health insurance plans available through the City, in the same manner as the payment of employee-only health insurance premiums is presently being made.

Health Insurance Reimbursement Program (cont.)

- d. On or after September 1, 1985, the Association shall have the option to reduce the amount of the City's monthly contribution for each employee toward the Health/Insurance Reimbursement Program and, at the same time, to increase the City's monthly contribution for each employee for Long-Term Disability Insurance premiums by an identical amount.
- e. All other provisions of the Health/Insurance Reimbursement Program shall remain in effect for the term of this Memorandum of Understanding.

MOU 1985-87, Pg. 3.1

Effective June 29, 1986, the City contribution to the Health/Insurance Reimbursement Program shall be increased by ten dollars (\$10.00) per month per unit employee.

Health Insurance Reimbursement Program (cont.)

MOU 1984-85; Pg. 2-4a-c

The City shall continue the Health/Insurance Reimbursement Program for unit employees, subject to the following modifications:

- a. Effective July 1, 1984, the monthly accrual rate per unit employee shall be increased by seventeen dollars (\$17.00) (\$17.03 effective September 1, 1984, for employees in the MONY II Plan).
- b. Employees who elect a health insurance plan where the monthly employee-only premium exceeds the maximum amount specified in "1." above shall have the additional (excess) premium amount deducted from their reimbursement accrual on a monthly basis and automatically applied to the payment of such premium.
- c. All other provisions of the Health/Insurance Reimbursement Program shall remain in effect for the term of this Memorandum of Understanding.

MOU 1983-84; Pg. 2-3:4a-d

Effective July 3, 1983, the City shall establish a Health/insurance Reimbursement Program for unit employees as follows:

- a. Each employee shall have credited to his or her account the sum of thirty-eight dollars (\$38.00) per month, on a semiannual basis. Sums so credited may be applied by the employee for reimbursement for health and certain insurance premium expenses paid by unit employees for themselves or their qualified dependents not otherwise reimbursable to the employee.
- b. Eligible expenses shall be premiums paid by the unit employee for medical or life insurance under one of the City-sponsored programs; premiums paid by the unit employee for coverage under an Association-sponsored plan for life, long-term disability, vision, or other health-related insurance; unreimbursed expenses for medical/dental services which are prescribed or provided by a medical/dental physician; replacement or repair of eyeglasses or other similar devices; and dues paid by the unit employee for participation in the City/Association-sponsored physical fitness program in excess of dues contributed by the City in accordance with this Memorandum of Understanding.
- c. Reimbursement shall be made semiannually commencing with eligible expenses incurred on or after July 3, 1983. Requests for reimbursement shall be made on the City's form and may be submitted during a period designated by the City. The request shall include a description of the expense(s) and proof of payment by the unit employee in the form of a receipted billing or similar documentation. Payroll verification shall be required for requests for reimbursement for insurance premiums paid by the unit employee for City-sponsored insurance programs.

Health Insurance Reimbursement Program (cont.)

- d. Any unused portion of the maximum amount specified in "a." above shall not be carried forward beyond the term of this Memorandum of Understanding.

MOU 1975-76; Pg. 1:2

It is mutually agreed that the amount to be paid by the City towards employee insurance coverage shall be changed from the rate of \$25.00 to \$34.00 per month per employee in the represented unit, effective July 1, 1975, in accordance with the existing administration of the Group Insurance Program.

12/20/72 Supplemental MOU; Pg. 1

The parties have reviewed Attachment A, Life and Health Insurance, and agree that the distribution of the City's contribution towards each participating employee's insurance as stated in this document is acceptable to the parties and that this agreement, when approved by the City Council, supersedes previous agreements concerning the City's contribution which may conflict.

MOU 1972-74; Pg. 4:i

It is mutually agreed that the amount to be paid by the City towards insurance coverage for each sworn police employee participating in the employee's group insurance program shall be \$25.00 per month per employee effective July 1, 1973.

6/25/73 Salary and Benefits Adjustments; Pg. 1

We are also pleased to report that as further provided in the Memorandum of Understanding, the "one-half widows continuance" and the City's contribution towards insurance coverage of \$25.00 per month for sworn police employees is being initiated effective July 1, 1973.

DISABILITY INSURANCE

MOU 1975-76; Pg. 2:3

Effective July 1, 1975, for employees represented by the Police Unit, the City will contribute an amount not to exceed \$3.00 per month for each employee participating in a Disability Insurance Plan selected by the Oxnard Police Officers' Association. The amount contributed for each month specifically to be used for Disability Insurance will be determined by the number of Police Unit employees participating on the last day of each month times \$3.00, or times the per-member cost of insurance, whichever is less.

LONG-TERM DISABILITY INSURANCE

MOU 1981-83, Pg. 5.3b

Unless otherwise agreed pursuant to paragraph 1(c) above, the City shall increase its current contribution to the Association for its long-term disability insurance program by \$10 per month per unit employee enrolled in the Association Plan.

ASSOCIATION BUSINESS

MOU 1995-97, Pg. 4-5:IV

OPOA membership 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 section, a reasonable amount of time spent managing/supervising OPOA Christmas Tree lot shall be considered to be an authorized OPOA activities. Time spent in negotiations shall not be included in this 600-hour allocation.

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.

If OPOA members use release time under this section to receive training and such training is creditable by POST (e.g., AOT), the City may claim credit for such training.

ASSOCIATION TIME OFF

MOU 1981-83, Pg. 4:g

The City shall increase annual time off permitted to authorized representatives of the Association to engage in authorized Association activities to 250 hours annually.

MOU 1976-77, Pg. 2:4

It is agreed that the existing policy providing for this Association benefit shall be amended to provide for a maximum of one hundred fifty (150) hours per year, and otherwise shall remain unchanged.

MOU 1975-76, Pg. 2:6

The Association shall be authorized to utilize a maximum of 100 hours of on-duty time for the conduct of usual and normal Association activities relating to the employer-employee relationship. Time spent in annual MMB meet and confer sessions shall not be included in this 100-hour allocation. The Association shall maintain complete, accurate and current records of on-duty time so utilized and shall submit a monthly record to the Police Chief. Provided further that in no instance shall a member utilize on-duty time for Association activities without prior authorization of the Commanding Officer.

EDUCATIONAL INCENTIVE AWARD

MOU 1974-75; Pg. 2:4

Any employee hired after July 1, 1974, will be ineligible for the Educational Incentive Award for the intermediate and advanced POST certificate.

MOU 1970-71; Pg. 2:1d

To enlarge the educational incentive program to grant a raise of 10% above the normal salary step to all sworn personnel of the Police Department, except the Police Chief, who attain the appropriate Bachelor Degree or who achieve an Advanced Certificate.

TUITION REIMBURSEMENT

MOU 1987-88, Pg. 2-8

Effective upon approval of this agreement by the City Council, the City's tuition reimbursement program shall be amended to provide reimbursement for fifty percent (50%) of the covered costs incurred in connection with pursuing a masters degree, with such reimbursement not to exceed \$600 per fiscal year. This amendment shall not otherwise modify the City's tuition reimbursement program.

BILINGUAL PAY

MOU 1991-92; Pg. 4:5

Effective the first regular pay period beginning in January 1992, bilingual pay for unit employees shall be increased from \$20 biweekly to \$35 biweekly. All other terms and conditions of the bilingual assignment and pay are unchanged.

MOU 1981-83; Pg. 3b

The City shall increase its bilingual premium pay to \$20.00 per biweekly pay period for designated qualified unit employees subject to annual renewal.

MOU 1972-74; Pg. 2:d

It is mutually agreed that Premium pay in the amount of \$15.00 per month shall be paid to employees who are required to and do utilize Spanish to a substantial extent in performing Police Department duties. The Police Officers' Association shall make recommendations to the Chief of Police of those employees deemed qualified for bilingual pay. The Chief of Police shall designate those employees who he determines should receive bilingual pay.

PAY FOR PERFORMANCE

MOU 1995-97, Pg. 3.IIB

During the term of this MOU, the parties shall meet to develop a mutually agreeable pay for performance program whereby the value of a one and one-half percent (1.5%) across-the-board salary increase for all Unit employees for a twelve-month (12-month) period (including applicable "roll-up" costs) shall be distributed to qualifying employees, teams or groups of employees pursuant to that program effective May 3, 1997, and every May thereafter. The value of the one and one-half percent (1.5%) pool of funds shall be calculated based on data available at the beginning of the applicable fiscal year. If the parties are not able to agree to a pay for performance program by May 3, 1997, the pool of funds set forth above shall be earmarked for this purpose until such time as the parties agree to distribute the funds to Unit employees.

STANDBY PAY

MOU 1991-92; Pg. 4.4

Effective the first regular pay period beginning in January 1992, standby pay for unit employees shall be increased from \$.60 per hour to \$1.00 per hour. All other terms and conditions of the standby assignment and pay are unchanged.

SERGEANTS ACTING PAY

MOU 1991-92, Pg. 4-6

Effective the first regular pay period beginning January 1992, Police Sergeants while assigned to act and serving as Watch Commanders shall receive five percent (5%) of base salary assignment pay subject to the following limitations. This additional compensation shall be applicable only for those full hours when the Police Sergeant serving as the Watch Commander is the highest ranking officer on duty, and such compensation shall in no case be paid for any time Monday through Friday from 8:00 a.m. to 5:00 p.m. unless the assignment occurs on a City holiday.

LUMP-SUM PAYMENT

MOU 1993-94, Pg. 3:6

During a ten-day period beginning January 8, 1994:

- a. A one-time, lump-sum payment of \$515.00 shall be paid within ten (10) days to each employee who is a permanent full-time unit employee on that date.
- b. Permanent part-time unit employees shall receive the one-time lump-sum payment in a prorated amount.
- c. Such one-time payment shall not be taken into account in calculating any other items of pay or compensation.

PHYSICAL FITNESS CONTRIBUTION

MOU 1995-97, Pg. 4-D

1. The City shall continue to 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. Said amount shall not exceed \$300 per Unit employee who enrolls in that program, nor shall it exceed for the Unit \$20,000 or the actual membership fees paid, whichever is less.
2. 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 Police Program subject to approval by the Police Chief.
3. The 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 dollar maximum specified in subparagraph 1.
4. The payment of this sum by the City is contingent upon each Unit employee executing a formal waiver releasing the City and OPOA from any liability for any injuries or other claims for darkness resulting from participation in the program(s).
5. OPOA shall perform all acts necessary to cause to be provided to the City access to the relevant records of the Club(s) for the purpose of evaluating the overall performance of Unit employees who participate in the program; provided, however, that in affording access to the City, the individual identity of each participant shall remain anonymous.

MOU 1993-94, Pg. 2.4A-E

- a. The City shall continue to provide the Association the following annual sum to be utilized by the Association toward the payment of membership fees for a physical fitness program available to unit employees at qualified health clubs previously approved by the City. Said amount shall not exceed \$300 per unit employee who enrolls in that program, nor shall it exceed for the Unit \$20,000 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 contract, 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 Police Department subject to the approval of the Police Chief.

Physical Fitness Contribution (cont.)

- c. The 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 after submittal to the City by the Association of a proposed agreement between the Association and a facility. Such additional program shall be subject to the same terms and conditions, and shall be charged to the unit dollar maximum specified in subparagraph a.
- d. The payment of this sum by the City is contingent upon each unit employee executing a formal waiver releasing the City and the Association from any liability for any injuries or other claims for damages resulting from participation in that program(s).
- e. The Association shall perform all acts necessary to cause to be provided to the City access to the relevant records of the Club(s) for the purpose of evaluating the overall performance of unit employees who participate in the program; provided, however, that in affording access to the City, the individual identity of each participant shall remain anonymous.

MOU 1993-94; Pg. 3-4

The City shall continue to provide the benefits described above for Contract Year 1993 in Section 4 for a physical fitness program.

MOU 1991-92; Pg. 2-5

- a. The City shall continue to provide the Association the following annual sum to be utilized by the Association toward the payment of membership fees for a physical fitness program available to unit employees at qualified health clubs previously approved by the City. Said amount shall not exceed \$300 per unit employee who enrolls in that program, nor shall it exceed for the Unit \$20,000 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 contract, 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 Police Department subject to the approval of the Police Chief.
- c. The 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 after submittal to the City by the Association of a proposed agreement between the Association and a facility. Such additional program shall be subject to the same terms and conditions, and shall be charged to the unit dollar maximum specified in subparagraph a.

Physical Fitness Contribution (cont.)

- d. The payment of this sum by the City is contingent upon each unit employee executing a formal waiver releasing the City and the Association from any liability for any injuries or other claims for damages resulting from participation in that program(s).
- e. The Association shall perform all acts necessary to cause to be provided to the City access to the relevant records of the Club(s) for the purpose of evaluating the overall performance of unit employees who participate in the program; provided, however, that in affording access to the City, the individual identity of each participant shall remain anonymous.

MOU 1988-90, Pg. 2:7

The annual sum provided by the City to the Association for physical fitness shall be increased from \$15,000 to \$20,000. All other terms and conditions of the physical fitness benefit are unchanged.

MOU 1984-85, Pg. 2-3:7a-d

- a. The City shall, on or about January 1, 1985, continue to provide to the Association the following annual sum to be utilized by the Association toward the payment of membership fees for a physical fitness program available to unit employees at the Channel Islands Athletic Club, in accordance with an Agreement between the Club and the Oxnard Peace Officers' Association, a copy of which is attached hereto as Exhibit "B." Said amount shall not exceed \$250 per unit employee who enrolls in that program, nor shall it exceed for the Unit \$15,000 or the actual membership fees paid, whichever is less.
- b. The City agrees that another physical fitness program at another local facility may be made available for use by unit employees; subject to approval by the City after submittal to the City by the Oxnard Peace Officers' Association of a proposed agreement between the Association and said facility. Such additional program shall be subject to the same terms and conditions, and shall be charged to the unit dollar maximum specified in subparagraph a.
- c. The payment of this sum by the City is contingent upon each unit employee executing a formal waiver releasing the City and the Association from any liability for any injuries or other claims for damages resulting from participation in that program(s).
- d. The Association shall perform all acts necessary to cause to be provided to the City access to the relevant records of the Club(s) for the purpose of evaluating the overall performance of unit employees who participate in the program; provided, however, that in affording access to the City, the individual identity of each participant shall remain anonymous.

PHYSICAL EXAMINATION

MOU 1972-74, Pg. 2-3:e

It is mutually agreed that the City shall provide for and require sworn police personnel to submit to a complete physical medical examination every three years until age 40, then every two years thereafter, to evaluate the capacity of the employee to perform the work of his position. All examinations will include an EKG examination which, commencing at age 40, shall include a treadmill test. The examining physician or physicians shall be selected by the employee from the City's list of physicians, except the EKG physician shall be designated by the examining physician. Fees for the examination and for the services of medical specialists or technicians, if reasonably necessary, shall be paid by the City. The employee may submit medical or other evidence to the examining physician or to the City. The examining physician shall make a written report of the examination to the City, who shall provide a copy to the employee. When the City, after considering the conclusions of the medical examination and other pertinent information, concludes that the employee is unable to perform the work of his present position and will be unable to do so within a reasonable time, but is able to perform the work of another position including one of less than full time, the City may demote or transfer the employee to such a position. The employee demoted or transferred shall receive the maximum of the salary transfer of the class to which he is demoted or transferred, provided that such salary is not greater than the salary he received at the time of his demotion or transfer. When the City, after considering the conclusions of the medical examination and other pertinent information, concludes that the employee is unable to perform the work of his present position, or any other position in the City and will be unable to do so within a reasonable time, and the employee is not eligible or waives the right to retire for disability, the City shall terminate the appointment of the employee.

CLOTHING ALLOWANCE

MOU 1981-83; Pg. 5:4c

The City will increase its contribution toward the annual clothing allowance for nonuniformed officers to \$350.

MOU 1977-81; Pg. 2:4

The City shall provide motorcycle boots for traffic officers regularly assigned to such duty in accordance with existing administrative procedures for the maintenance program for uniforms.

MOU 1976-77; Pg. 2:3

The City agrees to increase to Two Hundred Fifty Dollars (\$250.00) per year per employee the clothing allowance for nonuniformed personnel in the Municipal Police Officer classifications.

MOU 1975-76; Pg. 2:4

Effective July 1, 1975, the City will provide a clothing allowance of \$125 per year to non-uniformed personnel in the Municipal Police Officer classifications represented in the Police Unit. A pro rata portion of the annual allowance shall be paid semiannually, or upon termination before the end of the semiannual period, or at the end of the nonuniform assignment.

MOU 1974-75; Pg. 2:3

Effective July 1, 1974, the City will provide a clothing allowance of \$100 per year to nonuniformed personnel in the municipal Police Officer classification represented in the Police unit. A pro rata portion of the Annual allowance shall be paid upon termination before the end of a fiscal year, or at the end of the fiscal year for employees with less than a full year's service. The total allowance shall be paid at the end of the fiscal year for employees with a full year's service.

Clothing Allowance (cont.)

MOU 1971-72, Pg. 3.c

The City shall provide items of Police uniform and recruitment in the amount listed in Attachment B. The specifications for items listed in Attachment B shall be provided by the Police Chief and subject to the approval of the City Manager. The items issued shall remain the property of the City but the individual shall be responsible for normal security, care, and cleaning. Replacement of each item shall be provided for in accordance with experience tables which shall be compiled by the Police Department on an actuarial basis of normal wear and tear. As a guideline, for the first two years of the program the following normal wear periods are established: cloth items = 2 to 3 years; leather items = 5 to 7 years; and metal or durable plastic items = everlasting. In addition, when in the line of duty an item is worn out, stolen, lost, destroyed, or damaged, other than intentionally or through neglect, the item shall be repaired or replaced by the City.

At the initiation of this program, in order to establish target dates for replacement issues, there shall be an inspection and accounting of items possessed by each member which have been purchased by the City through the uniform allowance. The Police Department shall publish instructions and procedures for the initial inspection and for subsequent inspections and issues. All current uniformed personnel will be expected to have all required uniform items at the time of inspection, except rainboots and raincoats or rainsuits. It is understood that the City will not provide replacement of uniform items which are missing at the inspection date.

MOU 1971-72, Pg. 3.c

<u>Quantity</u>	<u>Item</u>
1	Uniform Cap (Lieutenant and Captain only)
1	Jacket, Cloth, Thermal; or Jacket, Nylon, Car Coat
1	Jacket, Leather (Motorcycle duty, only)
2	Shirts, short sleeve
2	Shirts, long sleeve
2	Trousers, Slacks; or Trousers, Breaches (Motorcycle duty, only)
2	Neckties
1	Pair of rainboots
1	Raincoat; or Rainsuit

Clothing Allowance (cont.)

<u>Quantity</u>	<u>Item</u>
2	Nameplates
1	Badge
2	Sets of Buttons (4 per set)
1	Gun belt
2	Holsters
1	Ammunition Holder
1	Baton Ring
1	Handcuffs
4	Belt Keepers
1	Case (badge and ID)
1	Key Strap
1	Handbag (Policewoman)
1	Whistle
5	Insignia of Rank. (Sets)
5	Service Bar (Sets)
5	Shoulder Patch (Sets)
1	Plastic Helmet with Face Shield
1	Handcuff Case
1	Baton
1	Tie Clasp
1	Flashlight
1	Belt, Trousers (Basketweave)

All items of safety equipment authorized for uniformed personnel are also authorized for Detectives, plus the following additional items:

1	Belt, Trousers (Plain)
1	Handcuff Case (Off-duty)
1	Cartridge Case

Clothing Allowance (cont.)

<u>Quantity</u>	<u>Item</u>
1	Plain Clothes, Holster

In the event a substantial part of a Detective's suit is eligible for replacement, such as the trousers, the City shall pay for the depreciated value of the entire suit.

This list constitutes authorized quantities and items for male members unless otherwise specified. Comparable quantities and items are also authorized for female members.

MOU 1970-71, Pg. 2:1b

To increase the uniform allowance to an annual allotment of \$90.00.

BODY ARMOR

MOU 1975-76, Pg. 2.5

During Fiscal Year 1975-76 the City will provide \$8,000.00 for the purchase of body armor, which includes \$1,680.00 already budgeted per Chief Owens' request. It is further agreed that the decision on the body armor to be purchased shall be jointly made by the Association and the Chief of Police. The Chief of Police will prescribe the use of such body armor.

WEAPONS

MOU 1972-74; Pg. 2:C

It is mutually agreed that the City shall provide the following weapons and ancillary equipment to each sworn police employee, except that appropriate substitute items may be provided to sworn female police personnel:

- 1 - Smith & Wesson, Model 39, 9mm semiautomatic pistol;
- 2 - spare magazines
- 1 - holster; and
- 1 - double magazine holder

It is further agreed that as concerns weapons for Reserve Officers and the number of operational spares and spare parts, the determination shall be made by the Police Chief and City Manager.

MOU 1971-72; Pg. 3:d

The Oxnard Police Benevolent Association will not seek by legal or any other action or means to have the City provide during the 1971-72 fiscal year weapons for Oxnard police personnel.

UNIVERSAL GYM MACHINE

MOU 1977-81; Pg. 2:5

The City shall purchase a Universal gym machine for use by Unit members at the new police station.
The original City estimate was \$3,179.

FIELD TRAINING OFFICERS

MOU 1984-85, Pg. 2:6

Effective July 1, 1984, unit employees appointed as Field Training Officers 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 employees' compensatory leave accruals. Employees so appointed for less than a full year shall be credited with a pro rata amount for each month of service as a Field Training Officer. A month of service shall mean eighty scheduled hours or more per month serving in that appointment.

TRAFFIC MOTOR OFFICER

MOU 1991-92; Pg. 3.6a

It is hereby agreed that each Police Officer assigned to the position of Traffic Motor Officer is authorized to spend and shall be deemed to have spent two (2) hours per biweekly pay period over and above his/her regularly scheduled hours of work in maintaining the motor bike assigned to the officer. For those overtime hours incident to maintaining the motor bike as specified, the employee shall receive compensation at the rate of one and one-half (1½) times an hourly rate of \$6.15. Any duly authorized additional work performed by such individual beyond the regularly scheduled work shift or work period not related to maintaining the motor bike shall continue to be compensated at the established rate at time and one-half (1½), not the hourly rate of \$6.15.

MOU 1987-88; Pg. 2-10

Effective July 12, 1987, Motorcycle Pay for Traffic Officers shall be \$40.00 per month.

DISPATCHER TRAINING OFFICERS

MOU 1988-90; Pg. 2-8

Effective upon approval of this MOU by the City Council, or the implementation of a Dispatcher Training Officer Program, whichever is later, unit employees appointed as Dispatcher Training Officers 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 employees' compensatory leave accruals. Employees so appointed for less than a full year shall be credited with a pro rata amount for each month of service as a Dispatcher Training Officer. A month of service shall mean eighty scheduled hours or more per month serving in that appointment.

RESERVE OFFICER DEPLOYMENT

MOU 1995-97, Pg. 14:X

Level One reserves have completed a certified police reserve officer academy and have successfully completed the program's field training program. These Level One reserves may be assigned to: 1) ride as a second officer with a regular sworn officer; and 2) perform special assignments or details. The deployment of Level One reserves will be limited to:

- A. Festivals
- B. Football games
- C. Investigations (follow-up type contacts by telephone and/or in person).
- D. Bike detail, consistent with program policy.
- E. Stake-out assignments with direct supervision of a regular sworn police officer.
- F. Station detail (teleserve, juvenile detention, etc.)
- G. Emergency situations (earthquake, riot, etc.)
- H. Special assignments or details under the supervision of a regular sworn officer or supervisor.
- I. Taking reports of priority 3 burglaries, thefts or vandalism, or automobile accidents.

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

Level One reserves shall not be used as follows:

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

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.

Take active enforcement action inconsistent with his/her immediate assignments, except to report such incidents to his/her supervising officer or to communications.

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.

CANINE HANDLER

MOU 1991-92, Pg. 3:6B

It is agreed that each Police Officer assigned to the position of Canine Handler is authorized to spend and shall be deemed to have spent three (3) hours per month in caring for the assigned dog and performing other duties attendant to the position which could not be performed during the normal 40 hours scheduled per week. In compensation for those three (3) hours per month, officers assigned as Canine Handlers shall be scheduled to be on duty an average 170.3 hours instead of the regular average 173.3 hours per month.

MANAGEMENT RIGHTS AND RESPONSIBILITIES

MOU 1995-97: Pg. 1-2

The sole purpose of this provision is to clarify those rights presently possessed by management so that the parties will have a better and clearer understanding of their rights. The 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 Memorandum of Understanding. These sole and exclusive rights of Management shall include but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and 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.
- 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 the City operations are to be conducted.
- 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 the 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 City of Oxnard Personnel Rules and Regulations.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause, in accordance with the City of Oxnard Personnel Rules and Regulations, Oxnard Police Program rules and regulations and standard operating procedures

Management Rights and Responsibilities (cont.)

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 and applicable resolutions and laws of the City.
- N. To establish 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 and safety and health in the City which are not in contravention with this MOU.
- Q. To take any and all necessary action to carry out the mission of the City in emergencies.

PERSONNEL RULES AND REGULATIONS

MOU 1995-97, Pg. 5-VI

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

RIGHTS OF NON-SWORN EMPLOYEES REPRESENTED BY THE OPOA IN DISCIPLINARY MATTERS

MOU 1995-97, Pg. 11-13:EX

Non-Sworn employees represented by the OPOA have the following rights in investigations which either party believes could lead to punitive action, such as action which may lead to dismissal, demotion, suspension, reduction in salary, transfer for purposes of punishment or written reprimand.

- A. The 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 interrogation 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 program procedures, and the employee shall not be released from employment for any worked missed.
- B. The employee under investigation shall be informed prior to such interrogation 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 under interview shall be asked by and through no more than two interrogators at one time.
- C. The employee under investigation shall be informed of the nature of the investigation prior to any interview.
- D. The interview session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interview 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 submit to interviews shall be informed that failure to answer questions directly related to the investigation or interview may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The City shall not cause the employee under interview 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.
- F. The complete interview of a 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 investigating agency to be

Rights of Non-Sworn Employees Represented by the OPOA in Disciplinary Matters (cont.)

confidential. No notes or reports which are deemed to be confidential may be entered in the employee's personnel file. The employee being interrogated shall have the right to bring his/her own recording device and record any and all aspects of the interview.

- G. If prior to or during the interview of an employee it is deemed that the employee may be charged with criminal offenses, he/she shall be immediately informed of his/her constitutional rights.
- H. 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.
- I. 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.
- J. 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 program without providing the employee with an opportunity for administrative appeal.
- K. 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 the 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.
- L. 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.
- M. 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.
- N. 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

Rights of Non-Sworn Employees Represented by the OPOA in Disciplinary Matters (cont.)

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 the 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.

- O. 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 the City.

DELETION OF ANNUAL SALARY CRITERIA AND PROCEDURES

MOU 1977-81, Pg. 3-14

The policy entitled "CRITERIA AND PROCEDURES FOR ANNUAL DETERMINATION OF EMPLOYEE SALARY RECOMMENDATIONS FOR OXNARD POLICE OFFICERS' ASSOCIATION MEMBERS" shall be deleted as of the end of fiscal '79-80. The parties agree the action taken by the City Council on December 28, 1977, to rescind the salary criteria is superseded by this MOU and shall be of no force or effect.

MODIFICATION OF ANNUAL SALARY CRITERIA AND PROCEDURES

MOU 1976-77, Pg. 3:7

The parties agree that certain modifications shall be made in the subject policy which shall be utilized in the 1977-78 meet and confer process and applied commencing with the 1977-78 fiscal year. These modifications are the capitalized words in the body of Exhibit "A" attached hereto and made a part hereof. It is understood there shall be no reduction in salaries or fringe benefits in effect at the expiration of this Memorandum of Understanding as a result of applying the modified salary criteria, Exhibit "A."

NON-TOBACCO USE POLICY

MOU 1995-97: Pg. 14-15: XI

- A. All Unit employees hired subsequent to the ratification of this MOU 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 the OPOA prior to the ratification date of this MOU shall refrain from using tobacco products while on-duty or on City premises.
 - 1. For the purposes of Provision B above, 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 periods are compensated for.
- C. Violation of the Non-Tobacco Use Policy shall provide the basis for progressive disciplinary action, if subsequent violations occur within one year of a prior offense.
- D. This provision will not be implemented until it applies to all law enforcement (i.e., sworn) personnel.

EMPLOYER-EMPLOYEE RELATIONS ORDINANCE

MOU 1972-74; Pg. 3.f

The Oxnard Police Officers' Association agrees to the terms and conditions of the proposed Employer-Employee Relations Ordinance substantial as reflected in Attachment "B." The City accepts this draft and agrees to seek the concurrence of the other employee organizations on variances with previously agreed proposals. It is agreed that the definition of management employees does not include Police Lieutenant or Sergeant or any other employees performing the duties of either of these job classifications.

LABOR MANAGEMENT COMMITTEE

MOU 1995-97, Pg. 15: XII

The parties shall establish an OPOA/Police Management Committee (Committee) consisting of up to four (4) representatives of OPOA and an equal number of representatives of Police Program management. The purpose of the Committee shall be to examine internal Police Program operations as they affect employees' working conditions and other matters of mutual concern.

The Committee's operating procedures, including frequency and scheduling of meetings, shall be determined by the Committee members.

Agreements reached by the Committee members regarding internal program operations shall be reduced to writing and be binding on the parties. In the absence of agreement, the parties shall be governed by law.

CAREER DEVELOPMENT/LATERAL TRANSFER PROGRAM

MOU 1995-97, Pg. 5-11-VII

A. Career Development Positions:

1. Standard Selection Process
 - a. Investigations
 - b. Street Crimes Unit
2. Special Selection Process
 - a. Traffic Investigator
 - b. Graffiti Investigator
 - c. Youth Services Officer

B. Method:

A career development eligibility list based on seniority will be established by the Police Chief. The list will continuously expand and be altered as the names of those who attain the necessary tenure with the program are added. When an officer is appointed to Police Officer I/II (PO I/PO II), his/her name will be placed at the bottom of the eligibility list for PO I/II. This list will be used for the standard selection process for Investigations and the Street Crimes Unit.

Those positions with a special selection process will not use this list. The selection for these positions will follow the following procedure:

1. The position will be announced by program memo.
2. Any special qualifications, selection procedures or time limitations for the assignment will be specified.
3. The selection process will be conducted and the selection made.
4. Candidates not selected may obtain information and feedback from the Division Commander or involved supervisor.

C. Career Development PO II Positions

1. Selection Procedures
 - a. Standard Process

- (1) When an open position occurs in designated career development or lateral transfer positions, the top five candidates will be considered for selection. Candidates must have the written recommendation of their current supervisor to be considered. If a supervisor declines to recommend a candidate, the supervisor shall prepare a written

Career Development/Lateral Transfer Program (cont.)

explanation of the reasons for declining and offer suggestions for improvement. The Division Commander may select any candidate from this group of five.

The selection will be based on the following criteria:

- (a) Best interest/needs of the program
 - (b) Interest of the employee
 - (c) Experience (including recency)
 - (d) Training
 - (e) Demonstrated past performance (evaluations, discipline, attendance)
 - (f) Seniority
2. Any eligible candidate who stands higher on the career development list (refer to Exhibit B) than the candidate selected for the position will be considered to be in a pass over status.
 3. If a candidate is passed over, he/she may contact the involved Division Commander or supervisor to discuss the reasons that he/she was passed over. This information will be provided to the passed over candidate.
 4. A candidate may decline a transfer three times. On the third refusal, the candidate will be placed at the bottom of career development transfer list.
 5. The Division Commander can pass over a candidate a second time, but must provide a written explanation for this action. This explanation must include guidance and Recommendations for improvement.
 6. The Division Commander must accept the candidate that has been passed over twice unless the officer has had two unsatisfactory employee evaluations within the past eighteen months (three rating periods) or there is documented evidence of unsuitability (such as failure to apply recommendations for improvement received during the second pass over).
 7. A candidate that has been passed over three times will be placed at the bottom of the PO II eligibility list for career development positions.
 8. Once a PO II has completed the career development assignment, he/she will be placed at the bottom of the PO II eligibility list for future career development assignments.

D. Special Selection Procedures

The selection process for lateral transfer and career development positions with special selection procedures will comply with the following procedures:

1. A notice will be posted and distributed that describes the position and any selection criteria that will be used, such as a demonstration of a skill or completion of a written exercise.

Career Development/Lateral Transfer Program (cont.)

2. The candidates may be interviewed by the Division Commander or an oral panel. The same general questions will be asked of all candidates. Specific inquiries into individual areas of concern may also be made.
3. The Division Commander will thoroughly evaluate the eligible candidate's work history, training, experience and potential future performance before making a selection.
4. Eligible candidates may request information on their performance at the conclusion of the selection process and the basis for the final selection. This will be provided as soon as possible by the Division Commander or oral board chairperson.

E. Time Limits

1. All PO II career development assignments for Investigations and Street Crimes Unit will be for twenty-four months.
2. All assignments for Traffic Investigator, Graffiti Investigator and Youth Services Officer will be for thirty-six months.

F. Other PO II Lateral Transfer Positions

1. The following assignments, which are not considered career development, have the listed maximum time of assignments. These may be modified by the Division Commander to accommodate program staffing considerations or other necessities.
 - a. Traffic Unit 36 months
 - b. K-9 Unit 48 months (Per K-9 SOP)
 - c. Storefronts 24 months
 - d. PAL 36 months
2. PO II's who have accepted assignments to the above positions cannot be considered for assignment to the same lateral assignments until they have completed a time equivalent to the time served in that position plus one year in a patrol assignment. An exception to this rule will exist whenever there are no other candidates that have applied for one of the positions listed above.
3. An officer who is transferred prior to serving two-thirds of the allotted time may return to the top of the eligibility list. If the last assignment becomes available before the officer accepts a different assignment, the officer may return to the last assignment to complete the maximum time limit. If the officer is unable to complete the allotted time the officer may be transferred to another assignment to complete the maximum time limit. If an officer has completed more than two-thirds of the maximum time limit or request to be transferred, the

Career Development/Lateral Transfer Program (cont.)

officer will be considered to have completed the assignment and will be placed at the bottom of the eligibility list. Transfers based on non-performance are excluded from this policy.

G. Lateral Transfer of Police Officer III (PO III) Positions

1. When an opening occurs in a designated lateral transfer position, a notice will be posted. Interested candidates will be directed to submit a memo and resume for the position. If there are special qualifications, selection procedures or time limitations for any assignments, these will be specified. In most cases an interview will be conducted.
2. The top five candidates on the PO III lateral transfer list that express interest will be considered for selection. Candidates must have the written recommendation of their current supervisor to be considered. If a supervisor declines to recommend a candidate, the supervisor shall prepare a written explanation of the reasons for declining and offer suggestions for improvement. The Division Commander may select any candidate from this group of five.
3. The selection will be based on the following criteria:
 - a. Best interest/needs of the program
 - b. Interest of the employee
 - c. Experience (including recency)
 - d. Training
 - e. Demonstrated past performance (evaluations, discipline, attendance)
 - f. Seniority

4. Pass over defined:

Any eligible candidate who stands higher on the PO III lateral transfer list than candidate selected for the position will be considered to be in a pass over status. An exception exists when a senior candidate is not selected for reasons of operational necessity or special staffing considerations, such as the candidate being needed in his/her current collateral assignment or special project.

5. Declining defined:

A candidate declines a position when the candidate has been offered a position in the division applied for and the person refuses the assignment at the time offered.

6. A candidate who does not express interest does not forfeit any position on the eligibility list. If no PO III's express interest in an assignment, the PO III with the least seniority will be assigned. This assignment will be counted as part of the five-year limit on lateral assignments.

Career Development/Lateral Transfer Program (cont.)

7. If a candidate is passed over, he/she may contact the involved Division Commander or supervisor to discuss the reasons that he/she was passed over. This information will be provided to the passed over candidate.
8. The Division Commander can pass over a candidate on two occasions. On the second occasion the Division Commander must provide a written explanation for this action. This explanation must include guidance and Recommendations for improvement.
9. The Division Commander must accept the candidate that has been passed over twice except in the following cases:
 - a. The officer has had two unsatisfactory employee evaluations within the past eighteen months (three rating periods); or
 - b. There is documented evidence of unsuitability (such as failure to apply Recommendations received for improvement during the second pass over).
10. A candidate who has been passed over four times, consisting of any combination of not being selected or declining assignments offered, will be placed at the bottom of the PO III seniority list for lateral transfer purposes. This has no effect on the regular seniority list that is used for other program purposes.
11. All PO III career development assignments will be for five years. Extensions of up to one year, for a maximum of six total years may be made, based on staffing and program considerations or other necessities. Extensions based on performance may be made for up to two years, for a maximum of seven years total. To qualify for performance extensions, a PO III must have an overall rating of "exceeds standards" for the last two evaluations in the fifth year. This performance level must be maintained and documented in the two evaluations during the sixth year to qualify for the final one-year extension. The time length of these extensions may be modified to accommodate program staffing considerations or other necessities.
12. An officer who is transferred prior to serving two-thirds of the minimum time (5-year base) may return to the top of the eligibility list. If the last assignment becomes available before the officer accepts a different assignment, the officer may return to the last assignment to complete the maximum time limit. If the officer is unable to complete the allotted time, the officer may be transferred to another assignment to complete the maximum time limit. If an officer has completed more than two-thirds of the maximum time limit or requests to be transferred, the officer will be considered to have completed the assignment and will be placed at the bottom of the eligibility list. Transfers for nonperformance are excluded from this policy.

Career Development/Lateral Transfer Program (cont.)

H. PSD III, Administrative Position

The PSD III administrative position will be an 18-month assignment. This assignment may be extended for an additional six months, for a maximum of 24 months, to accommodate staffing considerations or employee needs. All decisions on extensions will be made by the Division Commander. Assignments to this position will be made in order of seniority.

A PSD III that has served in this assignment returns to the bottom of the current eligibility list for consideration for future assignments to this position. A PSD III may decline this assignment one time without forfeiting his/her position on this seniority list. A second instance of declining this assignment will result in the PSD III being placed at the bottom of this list.

A candidate may be passed over on one occasion. The Division Commander must document the reasons for pass over in writing. If the passed over candidate does not improve the areas of concern he/she will be passed over a second time and placed on the bottom of the eligibility list.

Any combination of pass overs or declining that total two occasions will result in the candidate being placed on the bottom of the eligibility list. This eligibility list does not affect any other seniority matters.

I. Exclusions

Unless specified, temporary (less than one year), specially funded or grant positions, both PO II and PO III, are not subject to the provisions of this MOU.

MOU 1995-97, Exhibit B

A single list will be established giving all Police Officer I & II's a "career development eligibility list position." This position will be determined by the date he/she became a Police Officer I/II or the date they completed their last assignment to a lateral position as defined by this MOU, i.e.:

- An officer who completed the academy on 12/1/95 and moves from Public Safety Trainee to Police Officer I effective 12/2/95 would have a career development eligibility list position based upon 12/2/95;
- A lateral entry officer who is hired on 12/6/95 as a Police Officer I/II will have a career development eligibility list position based upon the 12/6/95 date; finally,
- An officer who transfers back to patrol from the last lateral assignment on 12/5/95 would have an eligibility list transfer position based upon the 12/5/95 date.

During the initial merging of the Investigations and Street Crimes Unit transfer lists the above policy will apply **except** for those officers who have completed an assignment in either investigations or

Career Development/Lateral Transfer Program (cont.)

Street Crimes Unit and have not been assigned to the other lateral assignment. These officers will be merged into the new list based upon their initial seniority date.

An officer, not having previously served in either investigations or Street Crimes Unit, with the same seniority date as the date a senior officer completed his/her last assignment in either Investigations or Street Crimes Unit, will be considered senior for the purposes of merging the lists.

Any personnel currently assigned to Investigations or Street Crimes Unit positions will be extended to serve the listed maximum time. Upon completion of the current assignment such officer will be placed on the eligibility list as described above.

Additionally, those officers who are currently in assignments that have not previously been subject to the application of the career development policy (Traffic Investigator, Graffiti Investigator, Gang Investigator and Youth Services Officers) will remain in their current position on the transfer list unless they have completed an assignment to either the Street Crimes Unit or Investigations Unit.

Upon ratification of this MOU the appropriate Police Standard Operating Procedures dealing with transfers and career development will be revised to reflect the changes agreed to by the parties.

DURATION FOR ELIGIBLE POSITION CLASSIFICATION

MOU 1993-94, Pg. 2:6

The City agrees that the normal duration of an eligible list for any position classification in this unit will be changed from six-month eligible lists with renewal to a maximum of eighteen months to one twelve-month eligible list. It is also agreed to extend the eligible list for any position classification in this unit for a maximum of six months upon implementation of a hiring freeze for that position classification.

RESIDENCY

MOU 1976-77, Pg. 2:5

It is agreed that the existing residency policy for the police unit shall be amended to authorize residency within a fifteen (15) mile radius of Oxnard City Hall, but shall otherwise remain unchanged.

FACT FINDING

MOU 1975-76, Pg. 2-3-8

The parties mutually agree to recommend to the City Council that the contention and demand of the Association in the aggregate amount of \$3,509.90 on behalf of three Police Service Officers, formerly classified as Police Matron-Dispatcher, for night differential pay for certain service prior to July 1, 1974, be referred to fact-finding procedures. Provided further that the parties accept the provisions of Section 2 - 42.3, Definitions, and Section 2 - 42.13, Resolution of Impasse, of the Oxnard City Code, as the cited Sections pertain to fact-finding for the resolution of the contended issue with the fact-finder to make written recommendations. None of the parties waive any of their legal rights or remedies.

COMPREHENSIVE MOU

MOU 1995-97, Pg. 5-V

During the term of this MOU, the City and OPOA shall 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 document not to modify existing or previously negotiated memoranda of understanding.

ADDITIONAL PROVISIONS

MOU 1995-97, Pg. 15-18 XIII

- A. The City and OPOA agree that if the parties are involved in judicial or grievance proceedings relating to the issues of work schedules or the promotional selection process, neither party shall in any way refer to the terms "schedule" or "selection process" that are set forth in paragraphs 9 and 13 of the "Management Rights" provision to assert or imply that the other party has conceded or surrendered any lawful rights which it believes it possessed prior to the inclusion of the "Management Rights" provision in the MOU.
- B. 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 for a maximum of six months upon implementation of a hiring freeze for that position classification.
- C. The parties agree ethically and responsibly to support this MOU as implemented by the City Council and to seek neither increased nor decreased salaries nor other benefits from the City Council for the term hereof.
- D. The parties shall conduct a joint study to determine the appropriateness of implementing a shift differential for sworn personnel. The City shall study educational incentive benefits on a Citywide basis. If the parties agree to implement any such benefit, the funding shall be taken from across-the-board increases in 1996 or 1997.

CLOSURE

MOU 1993-94; Pg. 3-4:8

The City and OPOA agree to meet and confer upon request by either party on staff-recommended changes to City of Oxnard Personnel Rules and Regulations which fall within the statutorily required scope of negotiations as defined in Section 3504 of the California Government Code.

The parties agree ethically and responsibly to support this MOU as implemented by the City Council and to seek neither increased nor decreased salaries nor other benefits from the City Council for the term hereof.

MOU 1991-92; Pg. 5

The parties agree ethically and responsibly to support this MOU as implemented by the City Council and to seek neither increased nor decreased salaries nor other benefits from the City Council or the term hereof.

MOU 1988-90; Pg. 4

The parties agree ethically and responsibly to support this MOU was implemented by the City Council and to seek neither increased nor decreased salaries nor other benefits from the City Council for the term hereof.

MOU 1987-88; Pg. 3:11

The parties agree ethically and responsibly to support this Memorandum of Understanding as implemented by the City Council and to seek neither increased nor decreased salaries nor other benefits from the City Council for the term hereof.

MOU 1985-87; Pg. 4

The parties agree ethically and responsibly to support this Memorandum of Understanding as implemented by the City Council and to seek neither increased nor decreased salaries nor other benefits from the City Council for the term hereof.

Closure (cont.)

MOU 1984-85; Pg. 4

The parties agree ethically and responsibly to support this Memorandum of Understanding as implemented by the City Council and to seek neither increased or decreased salaries nor other benefits from the City Council for the term hereof other than those permitted hereunder.

MOU 1983-84; Pg. 5

The parties agree ethically and responsibly to support this Memorandum of Understanding as implemented by the City Council and to seek neither increased or decreased salaries nor other benefits from the City Council for the term hereof other than those permitted hereunder.

MOU 1981-83; Pg. 5

The parties agree ethically and responsibly to support this Memorandum of Understanding as implemented by the City Council and to seek neither increased nor decreased salaries or other benefits from the City Council for the term hereof other than those permitted hereunder.

MOU 1977-81; Pg. 5-17

The parties agree ethically and responsibly to support this Memorandum of Understanding as implemented by the City Council and to seek neither increased nor decreased salaries or other benefits from the City Council for the term hereof other than those permitted hereunder.

MOU 1976-77; Pg. 3

The parties further agree ethically and responsibly to support this Memorandum of Understanding as implemented by the City Council and to seek neither increased nor decreased salaries or other benefits from the City Council for the term hereof.

MOU 1975-76; Pg. 3

The parties further agree to responsibly support this Memorandum of Understanding and to seek neither increased nor decreased benefits from the City Council for the term hereof.

Closure (cont.)

MOU 1974-75; Pg. 2

The parties further agree to ethically and responsibly support this agreement and to seek neither increased nor decreased benefits from the City Council.

MOU 1972-74; Pg. 4

The parties further agree to ethically and responsibly support this agreement and to seek neither increased nor decreased benefits from the City Council. The Association reserves the right, however, to seek a modification of the residency requirement and to oppose any efforts to change the existing salary criteria.

6/25/73 Salary and Benefits Adjustment; Pg. 1

The actions enumerated above, together with actions previously taken on overtime pay, weapons, bilingual pay, physical examinations and employer-employee relations ordinance, complete the implementation of the Memorandum of Understanding.

If you have any questions on any of the matters covered by this memorandum or the Memorandum of Understanding, please contact the Assistant City Manager, Mr. Cook.

MOU 1971-72; Pg. 53

Agree ethically and responsibly to support this agreement and seek neither increased nor decreased benefits from the City Council.

Resolution No. 7240; Pg. 1:3

That the Director of Finance is hereby instructed and authorized to transfer the required appropriations from the unappropriated reserve of the general fund and the unappropriated reserve of the several budgets to accomplish this purpose, and abatements adjusted accordingly.

Closure (cont.)

MOU 1970-71; Pg. 3:3

Agree to ethically and responsibly support this agreement and not seek increased or decreased benefits from the City Council, except as indicated in the last sentence of paragraph 1 (e) hereinabove.