

CITY OF SAN BUENAVENTURA
AND
VENTURA POLICE MANAGEMENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING
January 1, 2021 – June 30, 2022

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MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN BUENAVENTURA
and
VENTURA POLICE MANAGEMENT ASSOCIATION (VPMA)

This Memorandum of Understanding is entered into between the City Manager of the City of San Buenaventura, California (hereinafter "City"), and the duly authorized representatives of the Ventura Police Management Association (hereinafter "Association"), an employee organization formally recognized by the City to represent employees in the unit of representation comprised of Assistant Police Chiefs and Police Commanders and designated the Management Law Enforcement Unit (hereinafter "Unit").

ARTICLE 1- RATIFICATION

It is agreed that this Memorandum of Understanding (MOU) is of no force or effect until duly ratified by the membership of the Association and approved by the City Council of the City of San Buenaventura. Each party shall use its best effort to cause such ratification and approval to occur. Following approval by the City Council, the terms of this agreement shall be implemented by appropriate ordinance, resolution, or other official action.

ARTICLE 2 - SCOPE OF AGREEMENT

Subjects within the scope of representation contained in City Council ordinances, resolutions, or regulations will not be changed without giving the Association the opportunity to meet and confer over the change.

ARTICLE 3 - APPOINTMENTS

"At will" employment status shall apply to the class of Assistant Police Chief only. An Assistant Police Chief subject to an "at will" dismissal, shall retain the right to return to the Commander position except under a disciplinary process for cause. The Chief of Police retains the exclusive right to at any time return an Assistant Chief to the rank of Commander solely at the Chief's discretion.

ARTICLE 4 - WAGES

- A. There shall be a pay differential of twenty-four percent (24%) between Police Sergeant top step base-salary with full Educational Incentive and Police Commander top step base-salary; and a pay differential of eighteen and three-tenths percent (18.3%) between Police Commander top step base-salary and Assistant Police Chief top step base-salary.
- B. Any increases to the top step of the Police Sergeant classification shall result in an increase to the Police Commander classification and Assistant Police Chief classification on the same date as received by the Police Sergeant and in a manner that maintains the differentials set forth in Section A above, provided the Police Sergeant increases are not tied to off-setting pension contributions. In such cases the parties will meet to discuss the impact of the changes to compensation and how that may affect the pay differential between Police Sergeants and Police Commanders.

C. Effective the first full pay period following adoption of this agreement, the salary ranges and base pay for members of this Unit shall be increased by 0.25%.

D. Employees on the payroll as of the date this MOU is adopted by the City Council will receive a \$33 one time, off-schedule lump sum payment in consideration of any other retroactive pay that may be due effective January 1, 2021.

E. Effective the first full pay period in July 2021, the salary ranges and base pay for members of this Unit shall be increased by 2%.

ARTICLE 5 - RETIREMENT

A. Retirement Benefit Levels

1. Employees hired before July 24, 2011:
 - a. Employees will be provided with the 3%@50 service retirement formula;
 - b. The retirement allowance will be computed on the highest average pay rate and special compensation during any consecutive (1) one-year period.
2. Employees hired on or after July 24, 2011 and prior to January 1, 2013, and for employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):
 - a. Employees will be provided with the 3%@55 service retirement formula;
 - b. The retirement allowance will be computed on the highest average pay rate and special compensation during any consecutive (1) one-year period.
3. Employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:
 - a. Employees will be provided with the 2.7%@57 service retirement formula;
 - b. The retirement allowance will be computed on the average of the employee's highest three (3) consecutive years of compensation.

B. The City's contract with PERS will include the Fourth Level of 1959 Survivor Benefits for local safety plan members (Section 21574).

C. Retirement Contributions

1. Employees hired before January 1, 2013, and employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of PEPRA:
 - a. The City will pay 4.5% of the employee's compensation earnable as Employer Paid Member Contributions and report the same percent (value) of

compensation earnable pursuant to Government Code Section 20636 (c)(4). The employees will pay the other 4.5% of the members' contribution;

- b. Employees will pay 4.5% of the employer's share of retirement pursuant to Government Code section 20516.
2. Employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:
- a. In accordance with Government Code section 7522.30 employees will pay at least 50 percent (50%) of the normal cost rate for the retirement formula. The City will not pay any portion of the employee's contribution.

ARTICLE 5.1 – DEFERRED COMPENSATION

Effective the first full pay period following adoption of this agreement, the City will make a non-matching contribution of \$14.77 per pay period (regardless of any employee contribution) to deferred compensation. This benefit shall only apply to deferred compensation plans offered through the City. The City will provide a lump sum payment in consideration of any retroactive contributions that may be due based on the City's need to set-up this new benefit in both Payroll and the City's Benefits website.

ARTICLE 6 – INSURANCE CONTRIBUTIONS (Medical- Dental, Vision and Life Insurance)

A. Medical-Dental. The City shall contribute semi-monthly per active unit member up to the designated amounts listed below for the City's group medical and dental insurance coverage. The exact amount of the City contribution per member will depend on the insurance coverage selected by the employee under the medical insurance plan. There is no cash payment for unused medical-dental dollars.

Maximum Medical/Dental	Employee Only		Employee +1		Family	
	Monthly	Semi-Monthly	Monthly	Semi-Monthly	Monthly	Semi-Monthly
Current	\$208.00	\$104.00	\$618.00	\$309.00	\$1023.00	\$511.50

B. The City agrees to provide each employee covered by this agreement \$479.00 per month (\$239.50 semi-monthly) as part of an optional benefit program. The purpose of the optional benefit program is to provide a contribution toward medical/dental insurance coverage for employees and their eligible dependents to pay for medical/dental premium costs under the City's group insurance program. Any amount accrued and not used to cover insurance premium costs shall be paid as cash (except as indicated in the paragraph below) on a semi-monthly basis (24 pay periods/yr.). This cash benefit shall not be subject to retirement withholding, nor shall it be used in retirement calculations.

Employees hired after May 16, 2016, who elect to waive the City's medical insurance coverage by providing proof of alternate group insurance coverage, shall not be eligible to receive a cash payment of unused optional benefit dollars.

- C. The City agrees to provide and pay the premiums for vision insurance for employees and eligible dependents.
- D. The City agrees to provide a basic term life insurance policy for each employee equal to one-times the employee's annual base salary.
- E. The City may reopen the issue of medical insurance if there is a reasonable basis to conclude that the City may be subjected to penalties under the Affordable Care Act.

ARTICLE 7 - CLOTHING ALLOWANCE

The City will continue to furnish all uniforms and equipment for uniformed personnel and all equipment for non-uniformed personnel. In addition, thereto, the City agrees to compensate Unit employees Five Hundred and Fifty Dollars (\$550.00) per year payable in 26 bi-weekly installments of \$21.15 for the cleaning, maintaining, and repairing, and in the case of plainclothes assignments, the wear and tear of the prescribed items of clothing worn on duty.

ARTICLE 8 - PHYSICAL EXAMINATION

Immediately following adoption of this agreement, Police Management employees are not eligible for the physical examination allowance provided in the City's Physical Examination Policy (AP&P No. 12.4).

ARTICLE 9 - CITY AUTOMOBILE

- A. The Police Chief, at his/her discretion, may assign take-home vehicles based on Department need. Employees assigned a take home vehicle agree to being available by cell phone and responding to a call out 24 hours a day for this privilege regardless of where they are during the use of the vehicle. The vehicle may be used to transport employees or other individuals authorized by the Police Chief. It is understood that these vehicles have special equipment that may be needed in response to emergency incidents that may require a rapid response to the City.
- B. Notwithstanding Section A above, assignment of take-home vehicles will be restricted to those personnel who live within sixty (60) minutes of the station.

ARTICLE 10 - HOLIDAY PAYOUT

Employees in the classes of Assistant Police Chief and Police Commander are essential staff for holidays and shall receive 120 hours of holiday hours per year in recognition of twelve (12) holidays per year at ten (10) hours per work day. Employees who have not used all of the holiday leave hours may receive up to 120 hours holiday leave in the form of a cash payout no later than December 15 of each year.

Any separating employee will receive a prorated cash-out of holiday leave hours equivalent to 4.6 hours per pay period up to and including the pay period in which the employee separates from City employment. The dollar value of any holiday hours used in excess of the prorated bi-weekly accrual will be deducted from the employees final check.

ARTICLE 11 - VACATION

- A. **Accrual:** Vacation shall be accrued semi-monthly in hourly amounts according to the following schedule:

<u>Years of Service</u>	<u>Hours Accrued Semi- Monthly</u>	<u>Hours Accrued Per Year</u>	<u>Maximum Accrual/Payout</u>
Less than 3	3.33	80	320
3 but less than 5	4.00	96	336
5 but less than 7	4.33	104	344
7 but less than 10	4.67	112	353
10 but less than 13	5.00	120	360
13 but less than 15	6.00	144	384
15 or more	6.67	160	400

- B. **Cash-out:** Upon using (40) forty hours of vacation leave during the prior fiscal year beginning with the first pay period of the fiscal year (first pay period with a pay date in July) through the last pay period of the fiscal year (last pay period with a pay date in June), the employee is eligible to cash out up to (70) hours of accrued vacation in July each year.

ARTICLE 12 - SICK LEAVE

All employees covered by this Memorandum of Understanding after ten (10) years of City service shall be eligible to receive a payment for their accrued sick leave upon resignation, retirement or, in the case of death, to the member's beneficiary. Payment amounts shall be made in accordance with the schedule and provisions outlined in subsections A and B below.

In the event a member is retired on disability from City service, such member shall receive the payout provided hereunder in full liquidation of the member's accumulated sick leave and in lieu of any other sick leave benefits unless the Government Code preempts the liquidation of such leave.

- A. **Accrual:** Sick leave accrual shall be based on eight (8) hours per month to a maximum of 1440 hours.
- B. **Payout:**
1. An employee who separates after the completion of ten (10) years but less than twenty (20) years of service shall be eligible to receive an amount equivalent to 2.5% of his/her accrued sick leave up to a maximum of 1440 hours for each completed year of service.
 2. An employee who separates after completing 20 years or more of service shall be eligible to receive an amount equivalent to 3% of his/her accrued sick leave up to a maximum of 1,440 hours for each completed year of service, not to exceed 75%. (For example: An employee who separates after completing 21 years of service shall receive 63% of his/her accrued sick leave up to 1,440 hours).

- C. **Conversion:** Employees in the classes of Assistant Police Chief and Police Commander who have at least 800 hours of accrued sick leave as of November 1 of the prior year, may convert up to 96 hours of their sick leave to vacation and/or compensatory time off each year at a rate of two hours of sick leave for one hour of vacation leave or compensatory time off, not to exceed a total of 48 hours of vacation or compensatory time off per year. The employee must have room in his/her vacation or compensatory time off bank to allow conversion.

ARTICLE 13 - OVERTIME PAY

- A. Subject to prior approval, Assistant Police Chiefs and Police Commanders shall be eligible for overtime compensation at a rate of time-and-one-half their hourly rate of pay for "emergency" overtime. "Emergency" overtime may consist of fires, floods, other natural disasters, major investigations, tactical situations, and City-sponsored special events.
- B. Assistant Police Chiefs and Police Commanders required to work special events that are funded by a source other than the City shall be compensated at a rate of time-and-one-half their hourly rate.
- C. Subject to prior approval, Police Commanders shall be eligible for overtime compensation at a rate of time-and-one-half their hourly rate of pay for hours worked in excess of their regularly scheduled shift when backfilling as the Watch Commander on Fridays and Saturdays as well as straight time for hours worked in excess of their regularly scheduled shift when backfilling as the Watch Commander on Sunday through Thursday.
- D. Assistant Police Chiefs and Police Commanders eligible for additional pay under the provisions of "A" and "C" above, may accumulate compensatory time off in lieu of paid overtime at the rate that would have been paid (time and one-half or straight time as applicable). Compensatory time may be accrued up to a maximum of sixty (60) hours and any overtime earned above such accrued sixty (60) hour compensatory time credit shall be in the form of cash payment.

ARTICLE 14 - WORKING OUT-OF-CLASS

When an Assistant Police Chief or Police Commander is required to work in a higher classification to fill a vacant position for a limited duration, said employee shall be compensated at the minimum salary for the position to which he/she is assigned, or an additional 5% of his/her current salary, whichever is greater, providing that the employee serves in a higher classification for more than ten (10) consecutive working days on a 5/8 or 9/80 schedule or eight (8) consecutive working days on a 4/10 schedule. Per GC Section 20480, when filling a vacant position, out-of-class appointments cannot exceed 960 hours per fiscal year. "Vacant position" does not refer to a position that is temporarily available due to another employee's leave of absence. Any extension beyond 960 hours requires advance written approval from the City Manager.

ARTICLE 15 - SALARY CONVERSION PROGRAM (Child Care and Medical Expenses)

The City will provide the salary conversion program to the classes of Assistant Police Chief and Police Commander.

ARTICLE 16 - RETIREMENT HEALTH SAVINGS (RHS) PLAN

The City shall offer part-time and full-time, probationary and regular status employees the opportunity to participate in a Retirement Health Savings (RHS) plan. Employee participation is governed by the terms and conditions set forth in this Article. The RHS plan is designed to permit employees to mandatorily contribute on a pre-tax basis, salary and/or leave payouts (which occur upon termination of employment), to be used to help pay for health insurance costs when the employee is no longer working for the City. No City contribution is made toward the cost of this plan. Further terms and conditions of the plan are set forth in the agreement between the City and the City's designated plan administrator.

Effective the first payroll period commencing after the adoption of this MOU by the City Council, that is administratively feasible, but not to exceed sixty (60) days after the adoption of this MOU by the City Council, employees covered by this Agreement shall contribute to the RHS plan an amount equal to two percent (2%) of their base salary throughout the employee's tenure with the City.

Upon termination of employment, eligible sick leave payouts (per Article 12.B) will be contributed, pretax, into the City's 457 plan. The 457 plan deferral will be limited to the maximum 457 plan deferral limit, as is set forth by the IRS for the current calendar year. Any remaining eligible sick leave payouts will be contributed, pretax, into the RHS plan.

The City agrees, upon a request by VPMA, to reopen the RHS plan once in a twelve-month period (from the adoption of this MOU) for the purpose of reducing or increasing the above stated base salary percentage contribution and/or eligible leave payout percentage contributions.

ARTICLE 17- TUITION REIMBURSEMENT

Unit members are eligible to participate in the City's tuition reimbursement program in accordance with the City's Administrative Policy and Procedure 12.7. The City reserves the right to amend or delete such policy at any time. Prior to any amendments and/or deletions, the City will notify the Unit and provide an opportunity to meet and discuss such amendments and/or deletions before implementation.

ARTICLE 18 – SEVERANCE BENEFIT

The following severance benefit package is available to employees who are laid off:

- Cash payment equal to one (1) week of salary for each year of service plus one additional week with a maximum benefit of thirteen (13) weeks of salary. A partial year of service will be rounded up to the next whole year.
- Cash payment equal to twelve (12) months of the average monthly optional benefit cash provided to all employees, to allow for continuation of insurance coverage.

Employees hired after May 16, 2016, who elect to waive the City's medical insurance coverage by providing the City with proof of alternate group health insurance coverage, will not be eligible to receive this cash benefit.

- The City will provide one (1) month of access to professional outplacement services.

Receipt of the severance package is subject to the employee signing the City's Release and Waiver Agreement.


ARTICLE 19 –CITY RIGHTS

- A. The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.
- B. The City Manager and Police Chief have and will continue to retain exclusive decision-making authority over matters not officially and expressly modified by specific provisions of this Memorandum, and such decision-making shall not be in any way, directly or indirectly, be subject to the grievance procedure contained in the City Personnel Rules & Regulations.
- C. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent departments; to set standards of service to be offered to the public, and, through its management officials, to exercise control and discretion over its organization and operations, to establish and effect administrative regulations consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the citizens of the City.

ARTICLE 20 - TERM


The term of this Agreement shall be for eighteen (18) months commencing January 1, 2021 through June 30, 2022.

FOR THE ASSOCIATION



Rick Murray, President VPMA
Ventura Police Management Association

FOR THE CITY



Alex D. McIntyre, City Manager

APPROVED AS TO FORM

Gregory G. Diaz, City Attorney

Andy H. Viets January 14, 2021
By: Andy H. Viets, Sr. Asst. City Attorney