

Agreement No. 2011-017

City Council Approved: 03-21-2011

CITY OF VENTURA
AND
VENTURA POLICE MANAGEMENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING
July 1, 2010 – June 30, 2012

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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 of San Buenaventura, California (hereinafter "City"), and 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 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 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 (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.
- C. 1) The differential provided for in this Article 4 is defined as the difference between top step base salary Police Sergeant plus full Educational Incentive, and top step Commander; and the difference between top step base salary Commander and Assistant Police Chief top step base salary.

- 2) Future salary adjustments to maintain the fixed differentials between base salaries shall be set using the following methodology. The top step base salary, including full Educational Incentive, for Police Sergeant shall be increased by the appropriate differential as defined in C1 above and provided for in paragraph A above to arrive at a calculated salary.
- 3) The same methodology would be used to set the salary range for Assistant Police Chief, beginning at the new Police Commander salary range and increasing it by the applicable percentage in paragraph A above to arrive at the calculated salary.
- 4) The Police Chief shall have the authority to set individual salaries for employees at his/her discretion. An employee shall be eligible to reach the top of the range if the employee meets the performance expectations of the Police Chief. Salary increases are not automatic, but the Police Chief shall have the discretion to grant increases at any time the range is modified by any increases to the VPMA salary schedule.

ARTICLE 5 - RETIREMENT

- A. The City shall provide for current employee retirement benefits through participation in the California Public Employees Retirement System (CALPERS) 3% at 50 plan, with the single highest year retirement formula, military service credit, and post retirement survivor's continuance to the classes of Assistant Police Chief and Police Commander.
- B. Effective January 2011, or as soon thereafter as is practicable, the City shall provide for new hire employee retirement benefits through participation in a second tier retirement benefit through the California Public Employees Retirement System (CalPERS) of 3% at 55, with the single highest year retirement formula, military service credit, and post retirement survivor's continuance to the classes of Assistant Police Chief and Police Commander.
- C. The City shall pay the full cost of the employees' contribution of nine percent (9%).

Upon ratification of this Agreement, the City shall begin the process necessary to implement a CalPERS contract amendment to allow and require employee contributions toward retirement through Government Code Section 20516(a). Prior to the effective date of the amendment for Section 20516(a) (Employee Sharing Cost of Additional Benefits) the employee cost-sharing will be accomplished through post-tax payroll deductions in the manner contemplated by Government Code Section 20516(f). This will be implemented as indicated in subsections 1 through 3 below.

1. Effective January 2011, or as soon thereafter as is practicable, employees shall pay 2% of the employer's contribution.
2. Effective the first full pay period in July 2011, employees shall pay an additional 1.5% for a total of 3.5% of the employer's contribution.
3. Effective the first full pay period in June 2012, employees shall pay an additional 1.0% for a total of 4.5% of the employer's contribution.¹

¹ According to CalPERS, the maximum allowable cost sharing for Police is 7.629%. Of this amount, 5.330% is for unfunded liability and CalPERS has indicated that that portion will expire on 6/30/2020. Thereafter, the maximum employee cost sharing contribution cannot exceed 2.299%. If employees are still

- D. The City shall report the value of employer paid member contributions to PERS as compensation.

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

- A. The City agrees to contribute \$104 semi-monthly (\$208 per month) for active employees for dental and health 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.
- B. The City agrees to provide and pay the premiums for vision insurance plan for each employee covered by this agreement and their eligible dependents, equivalent to “Plan A” (\$25.00 deductible) offered by Vision Service Plan.
- C. The City agrees to provide a basic term life insurance policy for each employee equal to one-times the employee’s annual base salary.
- D. The City agrees to provide each employee covered by this agreement \$415.00 per month (\$207.50 semi-monthly) for optional benefits. Effective January 2011, or as soon thereafter as is practicable, the City shall increase its contribution by \$64 per month (\$32 semi-monthly

Each unit member will have the option of electing to use this money in one of two ways:

- 1. To pay for medical premium costs under the City’s group insurance program, or
- 2. To receive a cash payout on a semi-monthly basis (24 pay periods/year).

Where an employee elects Option D1, any amount accrued and not usable to cover dependent insurance premium costs shall be paid as cash pursuant to Option D2.

This cash payout benefit shall not be subject to retirement withholding, nor shall it be used in retirement calculations.

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

paying more than 2.299% of the employer’s share as of 8/19/20, it is the parties’ intent that the additional amount would be paid by employees in some other form, outside of CalPERS and is not reportable to CalPERS, as determined by the parties.

Employees in the classes of Assistant Police Chief and Police Commander shall be eligible for a complete physical examination in accordance with the City Physical Examination Policy, which provides for an exam upon initial appointment into this unit and every two years thereafter. For employees in this unit who were Police Commanders or Assistant Police Chiefs as of March 22, 1993, physical examinations are available on an annual basis.

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 wear Department issued pagers or cell phones and be available for call-out 24 hours a day for this privilege.
- B. Notwithstanding Section A above, assignment of take-home vehicles will be restricted to those personnel who live within 60 minutes of the station.

ARTICLE 10 - HOLIDAY PAYOUT

Employees in the classes of Assistant Police Chief and Police Lieutenant 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 on or about December 1st of each calendar year.

Any separating employee will receive a pro rata 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 pro rata bi-weekly accrual will be deducted from the employees final check.

ARTICLE 11 - VACATION

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

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 per completed year of service up to a maximum of 1440 hours.
 - 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 per completed year of service up to a maximum of 1440 hours , 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 1440 hours)
- C. **Conversion:** Employees in the classes of Assistant Police Chief and Police Commander who have accrued at least 800 hours of sick leave as of November 1 of the prior year may convert up to one-half of their unused annual sick leave to vacation each year. (Maximum conversion to be 48 hours/year.)

ARTICLE 13 - OVERTIME PAY

- A. Subject to the evaluation and approval of the Police Chief, 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 the evaluation and approval of the Police Chief, 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 in the case of absence of the regularly assigned Watch Commander.
- D. Effective the first full pay period in January 2011, or as soon thereafter as is practicable, Assistant Police Chiefs and Police Commanders eligible for overtime under the provisions of "A" and "C" above, may accumulate compensatory time off in lieu of paid overtime at the rate of one and one-half hours of compensatory time off for each hour of overtime worked. 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 fill a higher classification, that employee shall be compensated at a rate that is at least five percent (5%) higher than the salary s/he was receiving before the assignment, providing that the employee serves in a higher classification for more than ten (10) consecutive working days on a 5/8 schedule or eight (8) consecutive working days on a 4/10 schedule.

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 as per the Optional Benefit Plan Document

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 plan. Employee participation is governed by the terms and conditions set forth in this Article. The retirement health savings plan is designed to permit employees to irrevocably designate 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 day of the payroll period commencing December 12, 2009 employees covered by this Agreement shall contribute to the Retirement Health Savings Plan an amount equal to three percent (3%) of their base salary throughout the employee’s tenure with the City and an amount equal to 100% of their sick leave and vacation payout which occurs upon termination of employment. In addition, effective the first day of the payroll period commencing March 19, 2011, employees covered by this Agreement may also contribute 100% of their Holiday and Compensatory Time payout which occurs upon termination of employment.

The City agrees, upon a request by VPMA, to reopen the Retirement Health Savings (RHS) plan once in a twelve month period for the purpose of reducing or increasing the above stated base salary percentage contribution and/or 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 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 of each year of service plus one additional week, up to a thirteen (13) week maximum. Partial year of service rounded up to the next whole year.
- Flat dollar amount equal to 12 months of the average monthly optional benefit dollars to be used in an optional benefit manner (i.e., take as cash or apply to insurance premium payments) to allow for continuation of insurance coverage.
- City paid outplacement services for access to professional outplacement assistance for a 30-day period.

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 twenty-four (24) months commencing July 1, 2010 and ending June 30, 2012, with an option by the Association to extend through December 31, 2012. VPMA will notify the City in writing of its desire to extend the MOU no later than March 1, 2012.

FOR THE ASSOCIATION



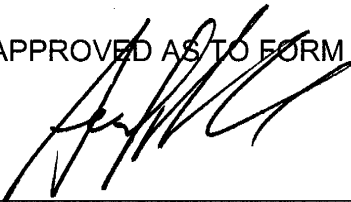
David Wilson, President VPMA
Ventura Police Management Association

FOR THE CITY



Rick Cole, City Manager

APPROVED AS TO FORM



Ariel Pierre Calonne, City Attorney