

**COMPREHENSIVE MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF PORT HUENEME
AND
THE PORT HUENEME POLICE OFFICERS' ASSOCIATION
JULY 1, 2015 TO JUNE 30, 2016**

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ARTICLE 1. IMPLEMENTATION

This Memorandum of Agreement constitutes a mutual recommendation by the authorized representatives of the City of Port Hueneme (City) and the authorized representatives of the Police Unit (Employees) to be submitted to the City Council of the City of Port Hueneme. The recommendations contained herein shall be binding on the City and the Employees only if said City Council approves this Memorandum of Agreement. Approval by said City Council shall consist of the following: (a) a motion or resolution of said City Council approving this Memorandum of Agreement which receives at least three "yes" votes; and (b) enactment of necessary amendments to City ordinances, resolutions, or policies to implement fully the provisions of this Memorandum of Agreement; and (c) action by said City Council to appropriate the necessary funds required to implement fully the provisions of this Memorandum of Agreement which require funding.

ARTICLE 2. TERM

This Memorandum of Agreement shall be binding from 12:01 a.m. on July 1, 2015, until 12:00 midnight on June 30, 2016, at which time it shall expire and be fully terminated. However, the personnel policies, procedures and practices shall continue beyond the termination of this Memorandum of Agreement unless modified in accordance with California law or expressly limited within the terms contained herein. During the term of the Memorandum of Agreement, there shall be no strikes, work slowdowns, or other employee conduct designed to interfere with or adversely affect public safety.

During the term of this Memorandum of Agreement, the Police Officers' Association may request to reopen negotiations concerning issues related to dispatcher workload and safety.

ARTICLE 3. DEFINITION OF SWORN AND NON-SWORN EMPLOYEES

The designation Police Unit "Sworn Employees" shall refer to all full-time employees in the following classifications:

- | | | |
|-----------------|---|-----------|
| Police Officer | - | Patrol |
| Police Officer | - | Detective |
| Police Officer | - | Senior |
| Police Sergeant | - | Patrol |
| Police Sergeant | - | Detective |
| Canine Officer | - | Patrol |

The designation Police Unit "Non-Sworn Employees" shall refer to all employees in the following classifications:

Police Support Services Officer
Police Communications Officer - Senior
Police Communications Officer II
Police Communications Officer I
Police Records Technician Senior
Property and Evidence Supervisor

ARTICLE 4. CAFETERIA PLAN

The City shall continue to pay the PERS minimum mandated amount of the premium for employee's health insurance. The City will contribute towards employees' Cafeteria Plan in the amount of \$700 per month. In the event the cost for health insurance incurred by an employee for himself/herself and any dependents exceeds \$700 per month, the City will pay any additional amount for medical, dental and vision, but in a cumulative amount not to exceed a total of \$1,141.70 per month.

ARTICLE 5. HOLIDAYS

Employees of the Police Department shall be paid ten (10) or twelve (12) hours of straight time pay dependent upon the assignment to a 4/10 or 3/12 work schedule, or receive ten (10) or twelve (12) hours paid time off for each of the following holidays:

| | |
|----------------------------|-----------------------------|
| New Years Day | January 1 |
| Martin Luther King Day | Third Monday in January |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day After Thanksgiving | |
| Afternoon of Christmas Eve | December 24 |
| Christmas Day | December 25 |

Any employee who is required to work on any legal holiday recognized by the City shall be paid on the basis of time and one-half the employees' regular rate of pay for all hours he or she actually works plus ten (10) or twelve (12) hours of straight time pay for the holiday dependent upon working the 4/12 or 3/12.

Effective July 1, 2015 and until such time as the City has a balanced general fund budget without the utilization of reserves or the savings derived from the changes in this benefit described herein, the holiday schedule will be revised by eliminating Washington's Birthday (Third Monday in February) and California Admission's Day (September 9). In return, employees will be granted a Flex Day leave bank of 24 hours per fiscal year. Request for use of this bank of hours must be requested as per Article 36. Management retains the right to determine when these hours can be used so as not to incur overtime. Any hours not used by the last pay period of the fiscal year cannot be carried into the new fiscal year (use or lose). These hours have no cash-value and are not compensable during employment nor upon separation.

ARTICLE 6. WORK SCHEDULE

The work schedule for the Unit shall be as follows:

Patrol officers, sergeants, senior officers, and communication officers will be on a 3/12, 4/12 Plan, which shall consist of alternate workweeks of:

- (1) Three (3) consecutive workdays of twelve (12) consecutive work-hours followed by four (4) consecutive days off; and
- (2) Four (4) consecutive workdays of twelve (12) consecutive hours followed by three (3) consecutive days off.

The weekly work schedule of the following assignments shall be a 4/10 work schedule, which consists of four (4) consecutive work days of ten (10) consecutive working hours each, followed by three (3) consecutive days off:

- (3) Motor Officer;
- (4) Crime Suppression Unit;
- (5) Clerical Employees;
- (6) Detectives;

Subject to determinations made solely by the Chief of Police based upon her assessment of promoting Department efficiency, shift rotations shall generally occur at six (6) month intervals. All schedules may be changed by mutual agreement between the POA and the Chief of Police. However, all schedules for all Unit employees are subject to change in cases of emergency at the sole discretion of the Chief of Police.

ARTICLE 7. EXPERIENCE DIFFERENTIAL

Applicable only to employees hired prior to Council adoption of a 2013-2015 MOU, the City shall provide a four percent (4 %) experience differential payment for eligible regular full-time employees of the Police Unit who have been employed by the City and/or another police agency for a period of five completed (5) - nine completed (9) years. As regards to employees hired prior to Council adoption of a 2013-2015 MOU, the City shall provide a six percent (6%) experience differential payment for eligible regular full-time employees of the Police Unit who have been employed by the City and/or another police agency for a period of ten completed (10) years or longer. The amounts described herein shall not be cumulative.

Employees hired on or after City Council adoption of a 2013-2015 MOU shall not be eligible to receive any experience differential pay.

Employees who have been denied a merit increase within the calendar year (December to December) shall not be eligible for the experience differential payment. Payment to eligible employees will be made in a lump sum between December 1 and December 15 of each year.

ARTICLE 8. POLICE OFFICERS' ASSOCIATION LEAVE BANK

The City agrees that beginning July 1, 1998, and effective January 1 of each year thereafter, one hundred twenty (120) hours will be placed into an Association leave bank to be used by employees for Association related business. The leave bank will be administered by members of the Association with review and final approval for use of those hours to be given by the Chief of Police. It is agreed that up to forty (40) hours of unused leave from the leave bank may be carried over to the following year. It is further agreed that the leave bank may not exceed one hundred sixty (160) hours.

ARTICLE 9. RANK SEPARATION

The City agrees to maintain a five percent (5%) minimum separation in base salary between the top step patrol officer's salary and the bottom step sergeant's salary.

ARTICLE 10. SALARY RANGE INCREASES

An individual employee's salary within the range is governed by the provisions of the Personnel Handbook and increases will be granted only for continued meritorious and efficient service by the employee in the effective performance of the employee's duties

ARTICLE 11. UNIFORM ALLOWANCE

City employees shall receive Forty-five Dollars (\$45.00) per month for uniform cleaning. In addition to the above uniform allowance amount, a full-time officer assigned as a Canine Handler and a full-time employee assigned as a Motor Officer shall receive Fifty Dollars (\$50.00) per month for Canine Handler and Motorcycle Uniform Allowance. All uniform allowances shall be paid bi-weekly.

The City agrees to issue each non-sworn employee in the classifications of Police Communications Officer I and Policy Communications Officer II uniforms to be worn while performing their police communications duties. The uniform items of clothing to be provided will be determined by the Chief of Police or his/her designee.

The City agrees to replace any uniform item damaged while on duty or otherwise deemed unfit for continued use by the Chief of Police or his/her designee. Items lost by the employee will be replaced by the employee at his/her own expense.

The City agrees to issue to each newly hired sworn officer the following uniform items:

- 1) One winter jacket
- 2) One lightweight windbreaker
- 3) One dress jacket
- 4) Three pairs uniform pants
- 5) Three short sleeve uniform shirts
- 6) Two long sleeve uniform shirts
- 7) One cap
- 8) One tie

The City agrees to replace any uniform item damaged on duty or deemed to be unfit for continued use by the Chief of Police or his/her designee. Items lost by the officer will be replaced by the officer at his/her own expense.

Officers agree to maintain the uniforms in a manner designated by the Chief of Police. The City and the Employees agree that all policies existing prior to December 31, 1986, relating to uniform replacement and maintenance are null and void.

ARTICLE 12. ASSOCIATION DUES - PART-TIME EMPLOYEES

The City agrees to extend the current payroll deduction process for Association dues to part-time Police Department employees represented by the Association in the manner set forth in the City Administrative Policy Manual.

ARTICLE 13. PERS RETIREMENT SYSTEM AMENDMENT

A. All unit safety employees defined by the Public Employees Pension Reform Act of 2013 as "classic" employees will have the following retirement benefits through CalPERS:

- (1) 3% @ 55, as set forth in California Government Code § 21363.1.
- (2) Employer payment of the member contribution pursuant to California Government Code § 20691.
- (3) EPMC Conversion, as set forth in California Government Code § 20692.
- (4) Effective as soon after July 1, 2011 as is reasonably possible, the City shall amend its contract with PERS to provide for a Government Code § 20516(a) authorized sharing by sworn (safety) Association unit members of the cost of optional retirement benefits. In conjunction with the contract amendment, sworn Association unit members shall participate in cost sharing by contributing five percent (5%) of member compensation toward the current service cost of benefits. This five percent (5%) member contribution shall be normal contributions over and above normal contributions otherwise required by statute and shall be treated as normal contributions to the extent mandated by statute. On July 1, 2012, this amount shall be increased by one (1%) percent for a total of a six (6%) member contribution.

Attached to this Memorandum of Understanding as Exhibit 1 is a June 2, 2011 letter from PERS Senior Pension Actuary, Kerry Worgan. Based upon the representations made in Exhibit 1, it is the agreement of the parties that unless and/or until modified pursuant to the meet and confer process or as mandated by law, these designated sworn cost sharing member contributions shall continue until the June 24, 2022 "expiration date" designated in Exhibit 1 and shall concurrently revert to the amount of 3.232% on June 24, 2022, unless and/or until said amount is modified pursuant to the meet and confer process and/or requirements of law. In no case shall Government Code § 20516 cost sharing exceed 9.370% of safety member compensation.

(5) One Year Final Compensation Period, as set forth in California Government Code § 20042.

(6) Pre Retirement Optional Settlement 2 Death Benefit pursuant to California Government Code § 21548.

B. All unit miscellaneous employees defined by the Public Employees Pension Reform Act of 2013 as "classic" employees will have the following retirement benefits through CalPERS:

(1) One Year Final Compensation Period, as set forth in California Government Code § 20042.

(2) 2.7% @ 55 Retirement Formula pursuant to California Government Code § 21354.5.

(3) Employer payment of the member contribution pursuant to California Government Code § 20691, subject to the 0.201% and the 1.201% reductions in employer paid member contributions, as set forth below.

(4) EPMC Conversion, as set forth in California Government Code § 20692.

(5) Effective as soon after July 1, 2011 as is reasonably possible, the City shall amend its contract with PERS to provide for a Government Code § 20516(a) authorized sharing by miscellaneous (non-sworn) association unit members of the cost of optional retirement benefits. In conjunction with the July 1, 2011 contract amendment, miscellaneous association unit members shall participate in cost sharing by contributing 4.799% of member compensation toward the current service cost of benefits. This 4.799% member contribution shall be normal contributions over and above normal contributions otherwise required by statute and shall be treated as normal contributions to the extent mandated by statute.

In addition to and prior to implementing the above 4.799% Government Code § 20516(a) member contribution, effective concurrent with City Council adoption of the 2011-13 MOU, each miscellaneous (non-sworn) unit member shall contribute and fund member contributions in the amount of 0.201% of compensation. Effective July 1, 2012, said contribution amount shall increase to 1.201% of compensation.

Attached to this Memorandum of Understanding as Exhibit 1 is a June 2, 2011 letter from PERS Senior Pension Actuary, Kerry Worgan. Based upon the representations made in Exhibit 1, it is the agreement of the parties that unless and/or until modified pursuant to the meet and confer process or as mandated by law, these designated non-sworn (miscellaneous) cost sharing member contributions shall continue until the July 17, 2026 "expiration date" designated in Exhibit 1 and shall concurrently revert to the amount of 1.922% on July 17, 2026, unless and/or until said amount is modified pursuant to the meet and confer process and/or requirements of law. In no case, shall Government Code § 20516 cost sharing exceed 4.799% of miscellaneous member compensation.

- C. The parties further agree and acknowledge that if during the term of the MOU, State statutory or other requirements of law change to mandate modifications to substantive retirement benefits and/or the manner of funding such benefits, the parties shall promptly reconvene the meet and confer process in order to address any such mandatory statutory or other changes in the law. MOU changes which are required in order to bring the Agreement into conformance with mandatory statutory or other requirements, shall be implemented concurrent with the effective date of said statutory/other changes of law, regardless of the meet and confer process having been convened or completed.

Moreover, if during the term of the MOU, State statutory or other requirements of law change to mandate "classic" employee payment of some or all the required employee contribution to CalPERS, the parties shall immediately take whatever action is required to decrease the Government Code § 20516(f) or §20516(a) method of cost sharing, whichever is then in effect, by the amount of the "classic" employee's required payment of the employee contribution to CalPERS. For example, if a law is passed that requires that "classic" employees pay 4% of their retirement costs, and at such time sworn and non-sworn employees are paying 6% and 4.799%, respectively, through the Government Code § 20516(f) method of cost sharing, the parties shall immediately take all action necessary to reduce the employee's payment of the 20516(f) cost sharing by 4%, to 2% for sworn employees and 0.799% for non-sworn employees.

- D. AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA.)

AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of the 2013-2015 MOU. Any provision in the 2013-2015 MOU which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of the 2013-2015 MOU or any MOU, Agreement, Rule or Regulation predating the 2013-2015 MOU.

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30) In addition, "new members" shall also pay the Government Code § 20516 "cost sharing" described in Article 13 A(4) and 13(B)(5) above.

Unit members who are "new members" and miscellaneous employees on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20), and such "new members" who are safety employees shall be enrolled in the AB 340 provided for 2.7% @ 57 retirement formula (Section 7522.25.)

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

- E. Except as provided for herein, the City agrees to maintain all other CalPERS benefits currently in effect for safety and miscellaneous employees.

ARTICLE 14. COMPENSATORY TIME BANK

Employees may not elect compensatory time-off in lieu of overtime pay for time spent in briefing or for time worked on a City holiday.

Once each year either on the first pay day in December or the first pay day in January (at the employee's option), all balances will be reduced to at least eighty (80) hours and all excess accumulated hours will be paid off based on the Memorandum of Agreement salaries in effect the first pay day in December.

Effective upon ratification, full-time employees will be permitted a maximum of two hundred (200) hours of accrued compensatory time off per year. If an employee's compensatory time bank exceeds the two hundred (200)-hour cap, any excess will be paid to the employee at the employee's regular rate of pay in effect at the time of the payment.

ARTICLE 15. DEPENDENT CARE ASSISTANCE PROGRAM

It is agreed that the City will continue the Dependent Care Assistance Program (DECAP) for Employees to voluntarily reduce their gross wages (within guidelines established by the Internal Revenue Service) to pay for job related child care expenses.

ARTICLE 16. DETECTIVE UNIT PREMIUM PAY

An officer assigned to Detective shall be paid 11.0% percent above his/her current base salary. Provision of the 11.0% Detective compensation is in consideration for elimination of the Special Problems Unit.

ARTICLE 17. CALL-OUT PAY: DETECTIVES

For call-outs on off-duty hours during the hours of 11:00 p.m. and 6:00 a.m., the City agrees to pay detectives a minimum of four (4) hours at time plus one-half; for call-outs during other off-duty hours, the minimum will be two (2) hours at time plus one-half.

ARTICLE 18. DETECTIVE STAND-BY PAY

The City shall compensate a detective at the rate of Twenty Dollars (\$20.00) per day for each day that the detective is assigned to detective stand-by duty.

ARTICLE 19. MINIMUM CALL-BACK PAY

The City agrees to pay any employee who is called back for work which requires less than one (1) hour of the employee's time a minimum of one (1) hour's regular pay if the call back is not due to the employee's error or omission. An employee shall be deemed to have been called back if he/she has physically left the premises at the end of his/her shift and is called back to authorized duty.

ARTICLE 20. CALL-OUT PAY POLICY CLARIFICATION: PATROL OFFICERS

For call-outs on off-duty hours, the City agrees to pay patrol officers from the time leaving a residence or other location, to the time the officer returns home. This means travel from the area of the assignment directly to the employee's residence without any non-work related stops in between.

ARTICLE 21. CANINE CARE COMPENSATION

Article 21 of the MOU is hereby rewritten in its entirety, as follows:

The City and the canine handler(s), by and through the Association, have agreed that a reasonable estimate of the amount of time spent during off-duty hours caring for the canine(s) is one-half hour for each and every day for the week. Accordingly, the canine handler(s) shall be paid for 1 hour every day of their normal work schedule not to exceed 7 hours in a two week pay period, and such time shall be regarded as "hours worked" for purposes of calculating entitlement to overtime compensation. (Note: Each 14-day pay period the canine handler(s) shall be paid for, and credited with, 7 "hours worked" associated with the off duty care of the canine(s).) In lieu of being paid for the off-duty care of the canine(s), the canine handler(s) may be dismissed one hour earlier than their normal work shift if the opportunity allows. This is subject to the determination and approval of the supervisor.

It is expressly understood by the parties that the canine handler(s) is entitled to receive compensation for the off-duty care of the canine even when the employee is off work due to the use of annual leave and caring for the canine. When an employee is off of work, whether partially or in full, the first hour will be compensated as regular pay as Canine Care Compensation, the remaining unworked hours will be compensated through the use of the officer's personal accruals (e.g. annual leave, compensatory time off)."

ARTICLE 22. COURT STANDBY PAY

The City agrees to compensate all sworn personnel and police communications officers who are placed on "standby" status for a court or administrative proceeding that is scheduled to occur while the employee is off duty. For each morning session for which the employee is in a standby status, the employee shall receive an amount equal to three hours at that employee's regular rate of pay and for each afternoon session for which the employee is in a standby status, the employee shall receive an amount equal to three hours at that employee's regular rate of pay. If an employee is on standby for a morning session and later is required to appear in the afternoon session, the employee shall receive standby pay for the morning session and appearance pay for the afternoon session. An employee cannot receive standby pay and appearance pay for the same court session.

Court standby pay will not be paid for court or administrative proceedings that are trailing. Employees are required to contact the appropriate witness coordination office to determine if the case is trailing or has a scheduled starting date.

ARTICLE 23. INCENTIVE PAY

Applicable to unit members hired prior to City Council adoption of a 2013-2015 MOU, upon qualification, employees of the Police Department shall be eligible for one of the following incentive pay plans:

Upon receipt of an Associate Degree a full-time employee of the Police Department shall receive premium pay of five percent (5%) of the employee's monthly base salary. Remuneration for the Basic POST certificate shall terminate on December 31, 2011 at 2359 hours.

Upon receipt of a Bachelor of Arts or Science Degree or an Intermediate P.O.S.T. Certificate, a full-time employee of the Police Department shall receive premium pay of ten percent (10%) of the employee's monthly base salary.

Upon receipt of a Bachelor of Arts or Science Degree and an Intermediate P.O.S.T. Certificate, a full-time employee of the Police Department shall receive premium pay of twelve percent (12%) of the employee's monthly base salary.

Upon receipt of an Advanced P.O.S.T Certificate, a full-time employee of the Police Department shall receive monthly an additional fifteen percent (15%) of the employee's monthly base salary.

Upon receipt of a Masters in Art or Science Degree and an Advanced P.O.S.T Certificate, a full-time employee of the Police Department shall receive premium pay of fifteen percent (15%) of the employee's monthly base salary, except for those employees already possessing these degrees and Advanced P.O.S.T. Certificate at the time the Council adopts this 2013-2015 MOU. These employees, who already receive a premium pay of seventeen percent (17%) of the employee's monthly base salary, shall continue to receive premium pay of seventeen percent (17%) of monthly base salary.

The amounts in this article shall not be pyramided and the employee shall receive only the highest level premium pay for which he/she qualifies. All incentive pay will be paid on a bi-weekly basis.

A "degree" shall be awarded by an institution accredited by the State of California, by the United States Department of Education, the Council for Higher Education, and/or or the Distance Education Training Council.

Employees hired on or after City Council adoption of a 2013-2015 MOU shall not be eligible to receive any incentive pay.

ARTICLE 24. DENTAL, VISION, HEALTH & LONG-TERM DISABILITY GROUP INSURANCE PLAN

Each full-time employee shall be enrolled in the dental, vision, health, and long-term disability insurance plan.

ARTICLE 25. VEHICLE USE BY CANINE HANDLER, MOTOR OFFICER, AND DETECTIVES

A full-time officer, assigned as a Canine Handler, shall be permitted to use a police vehicle for transporting the police canine provided the Canine Handler resides within the County of Ventura. A police vehicle cannot be used by the Canine Handler to transport the canine to the Canine Handler's residence, if that residence is outside the boundaries of Ventura County. The Canine Handler's use of the police vehicle will also be subject to all City rules and regulations pertaining to the use of City vehicles.

Motor Officers may use their City-issued motorbikes as transportation to and from work. As such, Motor Officers are authorized to leave their motorbikes at their place of residence. Use of the police motorbike will also be subject to all City rules and regulations pertaining to the use of City vehicles.

Detectives may use their City-issued vehicles as transportation to and from work. As such Detectives are authorized to leave their City-issued vehicles at their place of residence. Use of the police vehicle will also be subject to all City rules and regulations pertaining to the use of City vehicles

ARTICLE 26. PROBATIONARY PERIOD

The probationary period for all employees of the Police Department hired or promoted shall be one year from date of hiring on a permanent basis or one year from date of promotion. The probationary period shall be extended in an amount equal to the number of scheduled work hours not performed by the probationer during the probationary testing period, provided, however, that the City shall notify each affected probationary employee in writing prior to the date on which the employee's probation was to have expired, of the term of the extension and the new date on which the probationary period shall terminate.

ARTICLE 27. TUITION REIMBURSEMENT

Tuition reimbursement will be made in accordance with the on-campus fees or the extension fees of the California State University System, whichever is appropriate, not to exceed \$1,500.00 per fiscal year. Section 26.12 of the Personnel Rules is further amended as to this unit only, to provide:

If an employee separates or is separated from City employment less than three (3) years after receiving tuition reimbursement, the employee shall reimburse the City in a pro-rated amount for each month or part thereof which constitutes less than three (3) years post-reimbursement service. For example, if an employee receives \$1,000.00 in tuition reimbursement and separates from the City 30 months thereafter, the employee owes the City \$170.00. The employee receiving tuition reimbursement shall sign an agreement as a condition precedent to distribution of tuition reimbursement, authorizing the City to deduct owed monies from a closing check without the City obtaining a judgment, and evidencing agreement to the content of this provision.

Tuition reimbursement shall not be provided for courses offered by diploma mills and/or any educational institution not accredited as described in ARTICLE 23 above.

ARTICLE 28. DISCIPLINARY HEARINGS

In those situations in which an employee is entitled to, and has procedurally qualified for, an evidentiary hearing as part of his or her appeal of a disciplinary action consisting of a termination of the employee's employment, the evidentiary hearing shall be conducted by a hearing officer mutually selected by the parties or from a list of seven (7) candidates provided by the State Mediation and Conciliation Service. The hearing officer shall provide recommendations to the City Manager with regard to the charges and the discipline. The City Manager, in his or her discretion, may consider the hearing officer's advisory opinion, but shall not be bound by the advisory opinion in making his/her final decision on the charges and discipline.

ARTICLE 29. PROVISIONS OF LAW

This Memorandum of Agreement is subject to all current and future applicable federal and state laws and federal and state regulations. If any part of the provisions of the Memorandum of Agreement is in conflict or inconsistent with such applicable laws or regulations or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such part or provision shall be suspended by such applicable law or regulation and the remainder of the Memorandum of Agreement shall not be affected thereby.

ARTICLE 30. DIRECT DEPOSIT

It is in the mutual interest of the City and its employees to use the available direct deposit system. Thus, all employees who are using the direct deposit system on January 1, 2002 shall continue to use it or its successor program. Any employee who begins using the direct deposit system after January 1, 2002 shall continue to use it or its successor program. Employees hired after January 1, 2002 shall be required to utilize the direct deposit system or its successor program. Requests for exemption from this direct deposit policy may be submitted to the City Manager for hardship consideration.

ARTICLE 31. PAYROLL

For efficiency and ease of accounting, the City will calculate and make payroll deductions based upon twenty-four (24) pay periods per year.

ARTICLE 32. OUT OF COUNTY TRAINING

If training occurs out of Ventura County, then all training classes that are 8 hours or longer shall be considered to satisfy the employee's work shift. If training occurs in Ventura County, then the employee must return to work or, with the approval of the employee's supervisor, use accrued leave for the portion of the day not spent in training and/or travel connected therewith.

ARTICLE 33. PERSONNEL HANDBOOK

The parties agree that they have met and conferred in good faith concerning the rules set forth in the City's Personnel Handbook and that Personnel Handbook is incorporated herein by reference. In the event a provision of the Personnel Handbook is inconsistent with any provision in the MOA, the MOA provision will take precedent over the conflicting provision in the Personnel Handbook.

ARTICLE 34. LAYOFFS

Layoffs will occur pursuant to the City's Personnel Rules, except that Rule 17.0.1(b) is specifically modified to provide that regular sworn employees will be laid off in inverse order of seniority (i.e., most senior employee laid off last). With regard to the five (5) least senior sworn employees in the bargaining unit, layoffs may occur based upon consideration of work records, including disciplinary records, in addition to seniority.

ARTICLE 35. PRIOR AGREEMENTS

In the event that any provision of any prior existing Memorandums of Agreement, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are

inconsistent with any provision in the MOA, the MOA provision will take precedent over the conflicting provision in any such documents.

ARTICLE 36. ANNUAL LEAVE

Regular, full-time Police Unit employees shall accrue annual leave with pay to be used as leave for vacation, illnesses, and other personal purposes. Police Unit employees may accrue such paid leave as provided by this provision to be used in the future or may convert annual leave to salary compensation under the conditions contained in these regulations.

Accumulation Rates:

- a) Police Unit employees with less than five (5) complete years of City service shall earn annual leave at the rate of one hundred forty-eight (148) hours per year;
- b) Police Unit employees with five (5) complete years of City service shall earn annual leave at the rate of one hundred eighty (180) hours per year;
- c) Police Unit employees with six (6) complete years of City service shall earn annual leave at the rate of one hundred eighty-eight (188) hours per year;
- d) Police Unit employees with seven (7) complete years of City service shall earn annual leave at the rate of one hundred ninety-six (196) hours per year;
- e) Police Unit employees with eight (8) complete years of City service shall earn annual leave at the rate of two hundred and four (204) hours per year;
- f) Police Unit employees with nine (9) complete years of City service shall earn annual leave at the rate of two hundred and twelve (212) hours per year; and
- g) Police Unit employees with ten (10) complete years of City service shall earn annual leave at the rate of two hundred and twenty (220) hours per year.
- h) Police Unit employees with eleven (11) complete years of City service shall earn annual leave at the rate of two hundred and twenty-eight (228) hours per year.
- i) Police Unit employees with twelve (12) complete years of City service shall earn annual leave at the rate of two hundred and thirty-six (236) hours per year.
- j) Police Unit employees with thirteen (13) complete years of City service shall earn annual leave at the rate of two hundred and forty-four (244) hours per year.
- k) Police Unit employees with fourteen (14) complete years of City service shall earn annual leave at the rate of two hundred and fifty-two (252) hours per year.

- l) Police Unit employees with fifteen (15) complete years of City service shall earn annual leave at the rate of two hundred and sixty (260) hours per year.
- m) Police Unit employees with sixteen (16) complete years of City service shall earn annual leave at the rate of two hundred and sixty-eight (268) hours per year.
- n) Police Unit employees with seventeen (17) complete years of City service shall earn annual leave at the rate of two hundred and seventy-six (276) hours per year.
- o) Police Unit employees with eighteen (18) complete years of City service shall earn annual leave at the rate of two hundred and eighty-four (284) hours per year.
- p) Police Unit employees with nineteen (19) or more complete years of City service, shall earn annual leave at the rate of two hundred and ninety-two (292) hours per year.

Maximum Accumulation:

The maximum accumulation of annual leave shall be five hundred (500) hours. If an employee has accumulated five hundred (500) hours, the employee's accumulation of annual leave will be discontinued and shall only resume on the first day of the pay period following a reduction in accumulations below five hundred (500) hours.

If upon initial conversion the maximum accumulation exceeds five hundred (500) hours the employee shall have the option to buy down to four hundred and fifty (450) hours by being paid at his/her regular rate of pay for all hours in excess of four hundred and fifty (450) hours. If an employee's accumulation exceeds five hundred (500) at the time of initial conversion and elects not to buy down to four hundred and fifty (450) hours, that employee's accumulation of annual leave will be discontinued until such time that the employee's accumulation falls below the five hundred (500) hour maximum.

Conversion to Salary:

Police Unit employees may convert a maximum of one hundred and twenty (120) hours of annual leave to salary compensation per year. Such conversions shall be allowed at the first pay period in July and at the first pay period in December of each year. In order to be eligible to convert annual leave to salary, the employee must: (a) convert a minimum of sixteen (16) hours to pay, and (b) upon making the conversion to pay, the employee must be left with a minimum of one hundred and sixty (160) hours of annual leave.

Notification and Approval:

Annual leave shall be scheduled in advance by the employee whenever possible, subject to the approval of the Chief of Police. It is the responsibility of the employee to provide the supervisor or Chief of Police with reasonable notice of an absence. The Chief of Police shall have the authority to approve or deny the

use of annual leave for any period of absence. The scheduling of the use of annual leave shall be by the Chief of Police with due regard to the wishes of the employee and for the needs of the City. Employees who are off for extended periods due to illness or injury may be required to provide a physician's statement authorizing their return to work.

Separation from Employment:

Police Unit employees who separate their employment from the City shall have all annual leave accumulations converted to salary compensation at the employee's current regular rate of pay. Compensation shall be paid in one lump sum. Annual leave shall not be used to extend an employee's actual date of separation. When notice is given by an employee that he/she is terminating, the use of annual leave shall be suspended. The only exception to this provision is that with the approval of the employee's supervisor, the employee may be granted short term leaves (one to three days) to attend to personal business or illness. However, such short term leaves may not be conducted consecutively and with a frequency to create in effect, a long term leave.

Service Credit Conversion:

- a) Upon retirement an employee may have unused Annual Leave converted to Service Credit with the Public Employees Retirement System (PERS).
- b) Annual Leave will be converted to Sick Leave for PERS at the rate of one (1) hour of Annual Leave equals one (1) hour of sick leave.
- c) When unused Annual Leave is converted to sick leave, for a service credit conversion, an employee may not receive additional cash compensation for the unused leave.

ARTICLE 37. BILINGUAL PAY

Upon qualification, employees of the Police Department shall be eligible to receive forty-five dollars (\$45.00) in bilingual pay per pay period.

ARTICLE 38. RETIREE MEDICAL INSURANCE

Employees who retire on or before July 1, 2011 and who had 15 or more years of full time City service, shall continue to receive lifetime medical annuity for the purchase of medical insurance in an amount equal to the dollar value of the two party HMO plan.

Employees who retire after July 1, 2011 with fifteen (15) years or more of full time City service with the Port Hueneme Police Department at the time of retirement, shall receive a lifetime payment for the purchase of retiree and eligible dependents medical insurance, but in an amount, not to exceed \$668.00 per month including the mandated PEMCHA minimum contribution by the City.

Any employee who has at least twelve and a half (12.5) years of full time City service with the Port Hueneme Police Department, and who retires due to an industrial disability will receive a lifetime payment for the purchase of medical insurance, in an amount not less than the

PEMHCA mandated minimum employer contribution to retiree medical insurance, but not to exceed Three Hundred Twenty-five dollars (\$325.00) per month.

The above benefits shall only apply to employees who retire from the City and who, within One Hundred Twenty (120) days of their retirement, receive a pension from CalPERS.

These premium payments in excess of the minimum mandated PEMHCA amount shall be inapplicable to employees hired on or after July 1, 2011.

ARTICLE 39. SOCIAL SECURITY/MEDICARE TAX

Beginning the first full pay period after ratification of this Memorandum of Agreement by the City Council, all employees shall be required to pay 50% of the employee's portion of Social Security and Medicare taxes. The full amount of the employee's portion of Social Security and Medicare taxes shall be paid by the employee beginning with the last full pay period in June 2016. Implementation of the employees paying 50% of the employee's portion of Social Security and Medicare taxes may be delayed until all City employees also begin to pay Social Security and Medicare taxes, if such date is later than the beginning of the first full pay period after ratification of this Memorandum of Agreement by the City Council. Employees shall pay the employee Social Security and Medicare taxes until such time as the City has a balanced general fund budget without utilization of reserves or the savings derived from City employees paying the employee Social Security and Medicare taxes.

ARTICLE 40. OVERTIME

The City has adopted/implemented an FLSA 7k exemption, consisting of 86 hours in a 14 day work period. As regards any and all unit members, paid leave time shall not be considered hours worked for overtime computation purposes, whether pursuant to the FLSA or pursuant to "contract" overtime.

Concurrent with adoption/implementation of the above FLSA 7k exemption consisting of 86 hours in a 14 day work period, the City shall provide "contract overtime" as an offset against FLSA-mandated overtime. Therefore:

- (1) Employees subject to the FLSA 7k exemption shall also be eligible for overtime for hours actually worked in excess of the number of hours scheduled for work during each designated week (a seven (7) day, 168 hour period.) For example, if such an employee was scheduled to work 48 hours in a week, and actually worked 50, the employee would be entitled to two (2) hours of contract overtime.
- (2) As further examples, if because of use of annual leave, compensatory time or any other paid leave time only 36 hours were worked, no contract overtime would be earned. If in one week where 48 hours of work are scheduled, an employee worked 16 hours in one day, and was on annual leave, compensatory time or any other paid leave time, the remainder of the week, no contract overtime would be earned because of paid leave time not being considered hours worked for overtime computation purposes.

City practices being utilized prior to the adoption date of the 2011-2013 MOU, shall continue in force and effect and shall be utilized to determine the starting and ending dates and times of all

work periods and work weeks described herein. The City shall promptly notify each unit employee in writing of the start and end of the designated 14-day FLSA work period and the seven-day work period used to calculate that employee's "contract overtime."

Additionally, for all non-safety employees working a 9/80 or 3/12 work schedule, their work week shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating regular day off.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Agreement on the day, month and year indicated below:

**PORT HUENEME POLICE OFFICERS
ASSOCIATION NEGOTIATION TEAM**

**CITY OF PORT HUENEME NEGOTIATION
TEAM**

DATED: 01-14-16

DATED: 1/19/16





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