

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF OXNARD  
AND  
OXNARD MID MANAGER’S ASSOCIATION

July 1, 2022 – June 30, 2025

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**PREAMBLE**

This Memorandum of Understanding (MOU) is entered into by the City of Oxnard (City) and Oxnard Mid-Managers Association (“Association”) as a result of meeting and conferring in good faith concerning wages, hours and other terms and conditions of employment, pursuant to the City’s Employer-Employee Relations Ordinance and the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 *et. seq.*

It is the intent of this MOU to establish and maintain fair, equitable, competitive, and sustainable wages, hours and other terms and conditions of employment that recognize the unique duties and organization context of mid-managers within the City’s workforce.

**ARTICLE 1 Recognition**

This MOU shall apply to all City employees occupying or exercising duties in the City’s “M” classification, listed in Attachment “A” of the 2019-2022 MOU. Commencing with the first pay period of August 2022, the “M” classifications shall be replaced by the new “O” classification schedule, listed in Attachment “A” hereto, with the corresponding Salary Schedule for the new classification system set forth in Attachment “B” hereto.

The term “members” hereinafter shall refer to bargaining unit members, unless otherwise designated.

**ARTICLE 2 Term**

This MOU shall be effective July 1, 2022 and shall remain in full force and effect through June 30, 2025.

**ARTICLE 3 Salaries and Compensation**

1. Cost of Living Adjustment

Effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022, the City shall provide a 3% increase in salary to all employees who are within their new salary ranges. Both the minimum and maximum of the new salary ranges shall be increased by 3%.

Effective the first full pay period of July 2023, the City shall provide a 3% increase in salary to all employees who are within their salary ranges. Both the minimum and maximum of the salary ranges shall be increased by 3%.

Effective the first full pay period of July 2024, the City shall provide a 3% increase in salary to all employees who are within their salary ranges. Both the minimum and maximum of the salary ranges shall be increased by 3%.

2. Annual Wage Increase

Effective the first full pay period of January 2023, and the first full pay period of each January thereafter, all employees will receive a 5% annual wage increase within the established salary range for their classification.

Employees who have been employed with the City less than 12 months shall have the 5% wage increase pro-rated based on each full month of completed service at the time the wage increase goes into effect.

3. Payroll Period - Biweekly

Wages are paid on a biweekly basis. The payroll checks or direct-deposit stubs for each pay period shall be issued to authorized representatives of City departments not later than the second Friday following the end of each biweekly pay period.

However, in cases where the Friday payday falls on a holiday, payroll checks shall be issued before the last workday prior to the holiday.

4. Payment Upon Separation

All wages and applicable leave accruals due upon separation shall be paid by the end of the pay period after the member's separation.

5. Promotions

The beginning base wage for promotions shall be at least five percent (5%) greater than the member's rate of pay prior to promotion, or, shall place the member at the bottom of the range of the position into which the member is promoted if five percent (5%) does not place the member into the range of the promotional position. The City's offer for promotional increases shall not exceed 10% and will be based on the candidate's qualifications as compared to other City employees in the same classification.

If the department head believes it is in the best interest of the City service to offer a promotional salary greater than 10%, then the Department Head will submit a memo to Human Resources articulating the qualifications and any other pertinent facts that support such a recommendation. After a review and comparison of all current employees who occupy the same classification in the City service, Human Resources will make a recommendation to the City Manager's Office to either approve or deny such request. The decision of the City Manager's Office is final.

6. Merit Increases

When the City Manager determines, based upon a Department Director's recommendation, that a member has demonstrated an exceptional level of job performance and efficiency, the City Manager may increase the base wages for that employee by a maximum of 5%.

This increase may not exceed the top of the salary matrix established for the classification.

7. Interim Appointments

Upon recommendation by the department head and approval by the Human Resources Director, a member may be assigned to a higher classification to fill a vacancy caused by an approved leave of absence or any other valid vacancy. The member will receive the minimum of the new pay/salary range, or ten percent (10%) over their present pay, whichever is greater and which will not exceed the new pay/salary range maximum. The change in pay/salary related to the appointment shall be effective the first day of the new pay period following such appointment. The member shall not receive any other benefit assigned to the higher classification that they are not already receiving.

8. Out of Class Pay

A member who is assigned to assume the majority of duties and responsibilities of a higher classification shall receive additional compensation while such duties are performed. The member shall be compensated at the minimum base salary established for the higher classification, or five percent (5%) above the member's present pay, whichever is greater, and which will not exceed the new pay/salary range maximum. The change in pay/salary related to the assignment shall be effective the first day of the new pay period following such appointment, once the member has performed such duties for at least forty hours (40) in any one calendar year. The member shall then continue to receive the additional pay for the duration of the assignment. The member shall not receive any other benefit assigned to the higher classification that they are not already receiving. The member's time worked performing the duties of the higher classification shall not count toward the completion of probationary requirements in the higher classification.

9. Bilingual Pay

A Department Director may request that certain eligible members receive bilingual pay. A member shall be certified by the City as possessing the skills necessary to communicate effectively with the public in English and a second language for the purpose of conducting City business.



A. Level I - Written and/or Conversational Bilingual. Members proficient in a second language must meet the following criteria:

- (i) The member must pass the bilingual competency test administered by the City, and
- (ii) The member shall provide basic oral translations as part of their regular job duties.

Members shall receive fifty dollars (\$50) per pay period for Level I competency.

B. Level II - Bilingual Translators. Members who pass a skills-based test administered by the City to demonstrate competency in written translation and oral interpretation.

- (i) The member shall provide advanced oral communication and translation, as well as written translations, as part of their regular job duties, including, but not limited to, writing and reviewing translated documents for distribution to City residents (i.e. City mailers, press releases, inserts in City utility bills, surveys, etc.).

Members shall receive one hundred dollars (\$100) per pay period for Level II competency.

Employees who are receiving bilingual pay will be required to recertify every three years. Employees who fail their recertification examine will have their bilingual pay cease on the following paycheck and will be eligible for retesting one year from the date of their previous test.

10. Call Back

For employees who are called back to work outside of their normal work time, the City will pay two hours of their hourly rate of pay when they are required to return to work. The call back pay is subject to approval of the Department Head to ensure it is being requested appropriately.

11. Safety Boots

The City will replace the safety boots for any employees who, due to their regular job duties, are required by Cal OSHA to wear protective footwear. Such boots may be replaced at the City's expense once per year if the boots, in the estimation of the department head, are worn enough to require a new pair. The amount to be provided to employees will be the same amount as that provided to employees in the IUOE bargaining unit whether through their MOU or through City policy. In no

event should managers receive a greater boot allowance than that of their subordinate staff.

12. Classification and Compensation Study Implementation (2022)

**A. Class and Comp Study Implementation**

The City shall implement the class and comp study results effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022 .

**B. Implementation of the Study**

The City shall move employees into the recommended classifications and salary ranges. Existing OMMA employees shall be placed in a pay rate in the new range that is 3% higher than their current rate of pay, to implement the COLA increase as set forth in Article 3 Section 1. Employees who transfer, promote, or are assigned to OMMA as a result of the study implementation shall be placed in a pay rate in their new range that is 3% higher than their current rate of pay, plus any add pays if applicable, the exception to this being bilingual pay as this is not considered a component of base pay.

Employees whose current salary exceeds the maximum of the new salary shall receive no adjustment and shall be Y-rated at their current rate of pay until the maximum of the new salary range exceeds their rate of pay, at which time the employee will once again be eligible for annual wage increases and COLA's provided that an annual wage increase/COLA does not move their salary above the maximum pay range for their classification.

During the term of this agreement, each year an employee is Y-rated and is not eligible for the COLA as proposed, the City shall provide up to a 3% cash payment, which is calculated from their current rate of pay, on the same pay periods as those provided under the COLA , Article 3, Section 1. If an employee is Y rated by less than the proposed COLA, then that cash payment will be the difference of the remaining Y-rate and 3%.

EXAMPLE: if an employee is Y-rated at 4% as of January 2023, the employee would receive a one-time cash payment of 3% based on the top of the range's rate of pay for their new classification. This is as opposed to 3% of their Y-rated rate of pay. In January 2024 the employee would receive a 1% cash payment as the remaining 2% would consist of an actual salary increase within the range.

**C. Instant Increase:** In June 2025, employees whose salary is still below the originally proposed minimum range from the class and comp study, shall be moved into the beginning of that range

13. Mutual Aid Assignments

Represented employees, with approval of their department head and the Fire Chief, when assigned to, in support of, or pre-positioned for, any mutual aid incident, will be compensated portal to portal at one and one half time their regular base rate of pay for hours worked outside of their regular work hours.

Classifications approved to respond to mutual aid requests are as follows:

- Administrative Services Analyst
- Emergency Services Coordinator
- Emergency Services Manager

**ARTICLE 4** Reimbursements - Mileage, Tuition, and Damaged Personal Property

1. Mileage

When members are required by City to use their personal vehicle to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, City shall compensate the employee as provided herein:

- A. Members shall make claims for mileage compensation that are consistent with current IRS rates on City designated forms.

2. Tuition

A. Amount of Reimbursement/Conditions

City shall pay for seventy five (75%) percent of tuition, registration fees, laboratory fees, campus parking fees and books, up to a maximum of \$5,000 per City fiscal year for work-related courses provided by accredited academic institutions, subject to the following conditions:

Only full-time members shall be eligible for reimbursement. To be eligible, a member must complete and submit the tuition reimbursement pre-approval form to the Human Resources Department.

Courses that qualify for reimbursement are those that directly relate to the member's duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher, or "pass" with a pass/fail grading system. The accrediting body must

be on the list of approved accrediting bodies provided by the Federal Department of Education.

Courses that do not qualify for reimbursement are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the member has already received, and those for which the member received reimbursement from any other source.

To receive reimbursement, the member must submit acknowledgement of a "C" or better to the Human Resources Department within sixty (60) days of completion of the course of study.

There shall be no obligation for City to re-schedule the work hours of any member to facilitate attendance at any course of study.

3. License/Certification Fee Reimbursement

When an employee is required to maintain a license or certification as a minimum qualification for their position, the City shall reimburse the employee the renewal fees required to maintain the license or certification. Such license or certification must be listed as a requirement for the employee to perform their work. No license or fees that are intended for professional development or to prepare an employee for promotion will be allowed under this section.

4. Personal Property

A. Conditions for Reimbursement

When, through no fault of their own, members have an item of personal property damaged or stolen while in the performance of City employment, and when that item is necessarily worn, carried or required as part of the job, the employee may submit a claim for reimbursement to the Human Resources Department. Such claim must be filed within five (5) working days after the loss occurred.

B. Amount of Claim

The minimum claim shall be for ten dollars (\$10) per loss. Claims of fewer than ten dollars (\$10) shall not be paid. The maximum amount City shall pay any employee is two hundred fifty (\$250) dollars in one calendar year.

C. Level of Reimbursement

Reimbursement will be based on the depreciated value of the item at the time of the loss or damage, or cost of repair, whichever is less, after offset for any insurance reimbursement the employee receives.

The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost or the repair cost of items that are repairable, whichever is less, less any insurance payment the employee receives.

The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to the ten dollar (\$10) minimum claim limit and the annual maximum payment of two hundred fifty (\$250) dollars.

Stolen or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to the annual maximum of two hundred fifty (\$250) dollars. An employee shall be reimbursed for such stolen or damaged watches subject to a ten dollar (\$10) deductible.

#### D. Exclusions

The damage or theft of jewelry, automobiles or automobile equipment, as well as tools and uniform items covered by a City allowance, will not be reimbursable.

### **ARTICLE 5 Insurance, Health & Wellness**

#### 1. Health Insurance

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

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

Medical - The City will establish a two level medical plan whereby the first level may only consist of employees who were employed with the City prior to January 1, 2023. All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under level two. Employees will be able to make a

change during the open enrollment period which commences in the fall of 2022. At that time, employees will be able to elect a change into one of the two levels.

**A. Level One**

The tier one plan shall have the City contribution froze at \$1,543 per month for those employees who elect a medical plan. \$1,243 shall be provided to those employees who “waive” health insurance and provide proof of other coverage with a medical plan which does not consist of any plan on the “Covered California” Exchange.

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

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

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

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

**B. Level Two**

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

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

- (i) 2023 – City contribution will increase by \$231 per month to \$1,774

(ii) 2024 – City contribution will increase by 5% to \$1,863 per month

(iii) 2025 – City contribution will increase by 5% to \$1,956 per month

Effective the 2023 benefit plan year, employees who elect medical will not receive any cash back from the City’s contribution if such contribution is in excess of the plan premium.

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

2. Vision Insurance

1. The City will provide a vision plan which employees may elect to enroll. The premium is 100% paid for by the employee.

3. Dental Insurance

The City shall contribute the sum of thirty dollars and eighty three cents (\$30.83) biweekly to the member's dental insurance cafeteria plan for dental programs provided by the City. Regular full time members that are employees for more than ninety (90) days that “opt-out” will receive \$30.83 bi-weekly additional taxable income.

4. Life Insurance

The City shall continue to pay 100% of the premiums for Mid Management employee-only coverage as Basic Life Coverage (\$5,000) + 1x annual salary under the existing level of benefits for life insurance. The member may purchase additional life insurance coverage from the carrier at a discounted rate.

5. Long Term Disability Insurance

The City provides employees a long-term disability insurance program with coverage equal to 66 2/3% of basic monthly earnings up to \$6,000. The City shall contribute the monthly premium calculated for the member. The City shall provide each member under this program with a certificate of coverage upon request.

6. Flex Spending Plan

Members may participate in the voluntary Flex Spending Plan so long as the plan is offered by the City and permitted under IRS rules and regulations.

## ARTICLE 6 Retirement

### 1. CalPERS Defined Benefit Pension Plan

The Public Employees' Pension Reform Act of 2013 ("PEPRA") defines "Classic" and "New" Members.

"Classic" Members include employees hired prior to January 1, 2013, and those who are hired on or after that date who were already members of CalPERS or a public retirement system/plan with reciprocity with CalPERS and are hired by the City within six (6) months of separation from their prior CalPERS or such prior employment.

"New" Members are those employees who become members of a public retirement system for the first time on or after January 1, 2013 and who do not otherwise meet the tests for being defined as a "Classic" Member.

Benefits for "Classic" Members.

- A. The City's contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.
- B. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- C. Classic members shall pay the full employee rate of seven percent (7%) of their salary to CalPERS towards the employee costs of the retirement benefit. This will be paid through a pre-tax payroll deduction. Payments shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code on a pre-tax basis.

Benefits for "New" Members.

- A. New Members are covered by the two percent (2%) at age sixty two (62) retirement formula.
- B. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- C. New Members will pay a member contribution to PERS at the rate of fifty percent (50%) of the total "normal cost" of the plan (set at 6.75% for FY2015-16 and 6.00% for FY2016-17), as defined by CalPERS. This will be paid through a payroll deduction.



- D. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h) (2) to ensure that the employee contribution is made on a pre-tax basis.

The City's contract with CalPERS contains the Fourth Level Survivor Benefit and Military Service Credit for all members.

## 2. PARS Supplemental Retirement Benefit Plan

City shall provide to all members hired prior to January 1, 2013 PARS supplemental retirement benefits to include the three percent (3%) at age sixty (60) supplemental retirement formula and the highest consecutive twelve-month period retirement formula.

The City's total contribution to PARS on behalf of members shall be equal to 5.63% of the wages upon which the member's retirement contributions are computed. Members' contribution is equal to 5%.

New employees hired on or after January 1, 2013, are not eligible to receive any PARS benefit.

## 3. Deferred Compensation

### A. 457 Program

Members may participate in a 457 deferred compensation program so long as such program is offered by the City.

### B. 401(a) Program

The City will contribute 1% of employee salary to a 401(a) plan of its choosing.

### C. Retirement Health Savings Program

The City shall establish a retirement health saving plan which will allow employees to save money in a defined contribution plan which is intended to assist employees in paying for medical expenses. The City contribution to this plan shall be 1% of employee salary. This plan and contribution shall commence by the end of August 2022.

## 4. Contributions to Retiree Medical Trust Fund

The City shall continue to make mandatory contributions to the Oxnard Peace Officers' Association (OPOA) Retiree Medical Trust ("Trust") on behalf of the employee occupying the classification of Public Safety Communications Manager.

This applies only to those employees who promote directly from the Dispatcher Series into the Public Safety Communication Manager position and are enrolled in the OPOA Trust prior to promotion. The amount of such contributions made on behalf of the employee shall equal the contribution rate of a top-step Public Safety Dispatcher III (supervisor) including 10% education and 7% longevity established in the most recent MOU between the City and the OPOA. The City shall adjust the contribution rate to reflect any negotiated OPOA top step public safety Dispatcher III increase. Such adjustments to the contribution rate shall be effective on the same date as the negotiated OPOA top-step Public Safety Dispatcher III increase. Payment will be made 30 days following the close of the previous quarter.

## **ARTICLE 7** Leaves

### 1. Holiday Leave

#### A. Observed Holidays Include:

New Year's Day (January 1st)  
Martin Luther King's Day (the third Monday in January)  
Presidents' Day (the third Monday in February)  
Cesar Chavez Day  
Memorial Day (the last Monday in May)  
Independence Day (July 4th)  
Labor Day (the first Monday in September)  
Veterans' Day (November 11th)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day (December 24th) - ½ day  
Christmas Day (December 25th)  
New Year's Eve Day (December 31st) - ½ day

#### B. Leave Hours

Members shall be credited with holiday leave hours for all City observed holidays based upon the assigned customary daily work schedule of the member sufficient to compensate the member for all hours regularly worked by such employee.

#### C. Holidays on Weekends

City observed holidays that fall on Sunday shall be observed on the following Monday. City observed holidays that fall on Saturday shall be observed on the preceding Friday.

2. Promotion into the Bargaining Unit

A. Annual Leave

Upon promotion into the bargaining unit, the member shall begin accruing annual leave pursuant to this Article.

B. Sick Leave Carryover

Employees who have been promoted or reclassified into this bargaining unit prior to July 1, 2022, and employees who are moved into this bargaining unit as a result of the classification study implementation shall be eligible to cash out any sick leave upon separation from service in accordance with the current MOU language from the bargaining unit where they had last earned the sick leave.

Employees who promote or are reclassified into this bargaining unit after July 1, 2022 shall not be eligible to cash out any sick leave during their employment nor shall they be eligible to cash out the sick leave upon separation. Employees in this category may only use sick leave for instances where they are sick. Upon separation the sick leave is surrendered and has no cash value.

3. Annual Leave

Annual leave is provided to all members in this unit. Members shall earn annual leave for each biweekly pay period of service or major fraction thereof, as set forth in the table below.

Years of Svc	Months of Svc	Biweekly Accrual	Annual Accrual	Max Accrual
Less than 5	0-59	6.24	162.24	324.48
5-6	60-71	7.47	194.22	388.44
6-7	72-83	7.78	202.28	404.56
7-8	84-95	8.09	210.34	420.68
8-9	96-107	8.40	218.40	436.80
9-10	108-119	8.70	226.20	452.40
10-11	120-131	9.54	248.04	496.08
11-12	132-143	9.85	256.10	512.20
12-13	144-155	10.16	264.16	528.32
13-14	156-167	10.46	271.96	543.92
14-15	168-179	10.77	280.02	560.04
More than 15	180+	11.78	306.28	612.56

Annual leave can be taken as earned. Annual leave may be carried forward in accordance with the following provisions.

- A. The maximum amount of annual leave a member may carry forward from pay period to pay period shall not exceed twice the number of hours of annual leave that the employee currently earns in twenty-six (26) biweekly pay periods.
  - B. The City Manager may waive the maximum amount of annual leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.
  - C. Members shall cease accrual of any additional leave hours beyond the maximum cap, beginning with the pay period in which the member exceeds the maximum amount of leave, until the member's accrued leave is brought under the maximum allowable cap.
  - D. Members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan. The amount of annual leave and/or vacation leave that may be transferred shall be limited to either the redemption amounts specified herein or the contribution caps set forth in the Internal Revenue Code, whichever is lower. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City's payroll department.
  - E. Prior to separation, members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan in their final year of employment with the City. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution caps set forth in the Internal Revenue Code. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City's payroll department.
4. Reserve Leave Fund ("RLF") & Excess Leave Accounts.

Members with "grandfathered" leave in their Reserve Leave Fund ("RLF") and/or their excess leave accounts are subject to the following terms:

- A. Reserve Leave Fund: Members may use their RLF balance to cover leaves of absence, consistent with the terms governing the use of

annual leave, as set forth in this Article. Members may not transfer any additional accrued leave into their RLFs and employees who join the bargaining unit after February 24, 2015 shall not have the right to create a RLF.

B. Excess Leave Account: Excess leave hours are subject to the following terms.

1. 80% grandfathered excess leave bank account: This leave is available for use and has cash value as set forth in this paragraph. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance, if any, will be cashed-out. The cash value is calculated at the member's pay rate as of December 4, 2014.
2. 20% grandfathered excess leave bank account: This leave is available to use but will not have cash value. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance will not be cashed out and instead will be forfeited.

C. Prior to taking leave, members shall inform the City which account the City shall charge leave to. In the absence of any designation, the City shall charge leave to Annual Leave.

## 5. Redemption

Members may cash out leave as follows:

After five (5) regular full-time years of service, a member may receive pay in lieu of up to forty (40) hours of accrued leave.

After ten (10) regular full-time years of service, a member may receive pay in lieu of up to eighty (80) hours of accrued leave.

Leave may be cashed out twice annually during the months of July and December. Members may cash out leave during either month, or both months, but shall be subject to the total redemption amounts specified above in any one calendar year.

## 6. Payment Upon Separation

Any member who leaves City service shall be paid at the time of separation the then current cash value of all accrued and unused leave.

7. Administrative Leave

The job requirements of exempt management employees may require them to work more than forty (40) hours per designated work week and the time worked frequently is in addition to their regular work schedule. Employees in this bargaining unit shall be granted forty (40) hours of administrative leave at the beginning of each fiscal year. Administrative leave balances shall be capped at forty (40) hours per fiscal year.

Use of administrative leave is subject to operational necessity but shall not be unreasonably denied.

Administrative leave cannot be carried over to the next fiscal year, has no cash value and cannot be cashed out if unused at the end of the fiscal year in which it was granted or upon separation.

This benefit shall be pro-rated for new members during the first year of hire or promotion.

8. Bereavement Leave

The Department Director/ Division Supervising Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the member's immediate family.

Immediate family shall include the following individuals related to the member or the member's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, uncle, aunt, spouse, spouse's parents, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), registered domestic partner, and any blood relative(s) living in the immediate household.

Immediately upon return from bereavement leave, the department head may require the member to provide 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 converted to leave without pay.

9. Industrial Disability Leave

Injury or illnesses arising out of and occurring in the course of employment will be administered under the Workers' Compensation Laws of the State of California.

Members may coordinate industrial disability leave with accrued leave balances to obtain full salary while on leave.

10. Leave Without Pay

The City shall provide leaves of absence without pay under the current policy and shall endeavor to return the absent member to his/her former position upon the member's return to work.

A member absent on authorized leave may return to work prior to expiration of the period of authorized leave upon written notice to the City Manager.

11. Jury Duty & Witness Leave

Jury Duty – if a member is called for jury duty, the member shall be granted a leave of absence with pay.

Witness Leave – if a member is called as a witness to testify in litigation as to matters arising out of or in the course of the scope of the member's employment, the member shall be granted a leave of absence with pay.

12. Military Leave

The City complies with the California Military and Veterans Code, the Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Oxnard City Council resolutions and policies applicable to City employees who are members of the Armed Forces of the United States.

**ARTICLE 8** Fair Labor Standards Act

The City defines all members as “exempt employees” under the Fair Labor Standards Act.

Exempt employees are not eligible to receive overtime pay, but they do receive Administrative Leave as specified above.

The City believes that flexibility should be afforded to employees in this bargaining unit who work additional time outside of a standard 40 hour week. The City Manager allows Department Heads to use their discretion in determining when and how a manager may flex their time in response to attending meetings and events that are over and above what is usual and customary for any given position in their department. Employees are still expected to accurately complete their time sheets to show a minimum of 80 hours worked or in a paid status in a given pay period.

Employees who violate or abuse the City's flex time policy or who have an attendance or tardiness problem may be denied eligibility for this flex time policy at the discretion of the employee's supervisor.

**ARTICLE 9 Labor/Management Committee**

The City agrees to establish a Labor/Management Committee to discuss issues of mutual concern, including salary compaction. Meetings shall be held periodically at mutually agreed times and dates within fourteen (14) calendar days of any request, dependent upon availability of the parties.

The City and Association shall establish a labor management committee for the purpose of evaluating and if possible, resolving issues regarding employees being required to work an excessive amount of time. The committee will maintain records on the issue as they are brought forward and what, if any, resolutions are made. This data will then be evaluated in 2024 prior to the start of the next round of negotiations.

**ARTICLE 10 Grievances**

Every effort should be made to resolve the grievance at the lowest possible level.

1. Definition

A "Grievance" is an allegation by a member claiming that the member has been affected adversely by a violation of the specific express terms of this MOU, and for which there is no specific method of review provided by Federal, State or local law.

2. Time Limits

Failure of City representatives to comply with time limits specified below shall entitle the employee to appeal to the next level of review. Failure of the employee to comply with the time limits shall constitute abandonment of the grievance, except, however, the parties may, in writing, extend time limits by mutual written agreement in advance of expiration of the established time limit.

3. Informal Resolution

A member with a bona fide grievance concerning terms and conditions of employment shall informally discuss the grievance with the Department Director/ Division Supervising Manager or designee within twenty-one (21) business days from the date of the action causing the complaint, or from the date the incident is first discovered, in order to, in good faith, endeavor to resolve the matter expeditiously and informally.

4. Formal Grievance Procedure

If informal discussion does not resolve the grievance to the member's satisfaction, the member may file a formal grievance. The member, or a representative, shall reduce the grievance to writing and submit it to the member's Department Director/ Division Supervising Manager within ten (10) business days of receipt



of the answer from the informal resolution procedure. The Department Director/ Division Supervising Manager shall further consider and discuss the grievance with the member and/or the member's representative, and shall, within ten (10) business days of having received the written grievance, submit a response in writing to the member.

5. Formal Grievance Appeal

If the written response does not result in a resolution of the grievance, the member may appeal the formal grievance by presenting it to the Human Resources Director or his/her designee within ten (10) business days of receipt of the written response to the formal grievance. The Human Resources Director or his/her designee may investigate the grievance and may set a meeting with the member, the member's designated representative and such other persons as deemed appropriate to consider the grievance. Within ten (10) business days of the meeting, the Human Resources Director or his/her designee shall submit a response to the grievance to the member and the member's representative.

6. Administrative Appeal of a Formal Grievance

If the response by the Human Resources Director or his/her designee does not result in resolution of the formal grievance, the member may appeal the grievance to the City Manager's Office within ten (10) business days of the member's receipt of the Human Resources Director's or his/her designee's response. The City Manager may set a meeting with the member, the member's designated representative, and such other persons as deemed appropriate to consider the grievance. Within twenty-one (21) business days of receipt of the formal grievance, the City Manager will submit a response to the member and the member's representative.

**ARTICLE 11** Discipline

1. Definition of Disciplinary Action

A "Disciplinary Action" is any suspension, demotion, or discharge of regular non-probationary members taken for disciplinary reasons.

2. Pre-Deprivation Due Process - Notice of Intent

Within ten (10) working days of receipt of a notice of intent to impose disciplinary action, a member may respond orally or in writing. The member may also request a meeting with the person proposing the disciplinary action.

In accordance with state law, the notice of intent shall include, at a minimum, the notice of the proposed action, the reasons therefore, a copy of the charges and

materials upon which the action is based, and the right to respond orally or in writing, to the authority initially imposing discipline.

3. Post Deprivation Due Process - Advisory Arbitration

Within ten (10) working days of the receipt of a notice imposing a disciplinary action, a member may file an appeal to advisory arbitration.

The parties, or their designated representatives, in good faith shall attempt to agree on an arbitrator. If they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- A. The relevant MOU language and applicable City rules and regulations,
- B. The precise issue(s) submitted, including what is the remedy, and
- C. Federal, State and local law.

The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten working days before the notice of intent was issued and/or the member was placed on administrative leave, whichever is earlier.

The arbitrator shall issue a decision within thirty (30) calendar days unless additional time is granted by the parties. The decision shall be submitted to the City Manager with copies to all parties. The City Manager may adopt, reject, or modify the arbitrator's decision. The City Manager's determination shall be rendered in writing within twenty-one (21) calendar days of receipt of the arbitrator's decision. The City Manager's determination constitutes a final administrative action by the City subject to judicial review pursuant to Code of Civil Procedure §1094.5.

If the employee is represented by an Association, the cost of the arbitrator shall be borne equally by the parties. If the employee is not represented by an Association, the arbitrator's charges shall be borne by the City.

**ARTICLE 12** Reduction in Force

1. Definitions

For purposes of this Article, "City Length of Service" is defined as the member's total continuous service in regular City employment.

2. Impact Bargaining

The City shall promptly notify the Association of the proposed RIF and extend meaningful opportunity for the Association to meet and confer over the negotiable effects of the proposed action.

3. Procedure

The City shall identify those classifications within departments to be reduced.

4. Notification

All members to be laid off shall be given written notice no less than thirty (30) calendar days before the effective date of the layoff.

The written notice shall specify the member's displacement (bumping) rights, if any, as well as state the member's reinstatement and/or reemployment rights.

5. Order

Once the classifications to be reduced have been identified, the City shall determine the employee(s) in the identified classification(s) to be laid off in the following order, if there is more than one (1) employee in a classification designated for layoff:

- A. Employees who are temporary
- B. Employees in limited-term positions in reverse order of their City Length of Service
- C. Employees serving an initial probationary period with the least continuous City Length of Service.
- D. Employees serving a promotional probationary period with the least continuous City Length of Service.
- E. Employees with the least continuous City Length of Service.
- F. If there are two (2) or more employees who have identical continuous City Length of Service, their order of layoff shall be randomly determined by the City.

6. Displacement Rights

Members who are designated to be laid off and have previously held regular status in another classification may displace members occupying positions in the previously

held classification provided that the member exercising the displacement privilege has greater continuous City Length of Service than the member currently in the classification to which the member is seeking a position.

If the member did not complete a probationary period in the previously held classification, then no displacement rights accrue to that member for that classification.

Conditions which affect displacement rights are as follows:

- A. A member's displacement rights shall be calculated to each previously held classification in reverse of the order in which the member was employed until a displacement right is determined or the City determines that no displacement right exists. A member does not have displacement rights to a classification if the employee vacated the classification as a result of a disciplinary action.
- B. The member exercising the displacement right will displace members in previously held classifications in the same order as specified herein.
- C. A member must exercise the member's displacement right within nine (9) working days after receipt of the notice of layoff, by written request to the City. If the displacement right is not exercised within the specified time period, the right is forfeited.

7. Demotion in lieu of Displacement

- A. Upon request of a member and with the City's approval, a regular full time member, not in a probationary status, may be permitted to demote into a vacant authorized position within this bargaining unit, only if the City establishes that the member meets all the requirements of the classification.
- B. All members who are demoted within this bargaining unit will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the member occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the member's base wage prior to demotion.
- C. Any member subject to a demotion who has not previously completed the probationary period in the classification to which the member is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

8. Transfer

A. Conditions

For purposes of this Article, “transfer” means a change from one position to another position having substantially the same salary range. Transfer shall not be used to effectuate a promotion, demotion, or to impose disciplinary action. However, an employee may be transferred for the purpose of facilitating a more satisfactory level of performance by the employee. Upon approval of the City Manager, and after notice to the affected employee, an employee may be transferred at any time.

B. Probationary Period After Transfer

If a transfer is effected at the request of an employee, the City Manager may, as a condition of approving the transfer, require that the employee serve a probationary period in the new position, unless the employee previously held permanent status in the new position. Where positions have the same duties, pay rate and/or position title, the probationary period shall be no more than six months.

9. Reinstatement

A member who is demoted as a result of a reduction in force shall have the member’s name placed on a classification reinstatement list, in the order of the City Length of Service. Vacant positions within a classification shall be first offered to members on this reinstatement list.

10. Reemployment

A member who has been laid off shall have the member’s name placed on a reemployment list for classifications in which the member previously held and for classifications at the same or lower salary range for which the member qualifies in the order of the City Length of Service.

Vacant positions in such classifications will be offered to members on the reemployment list after members on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

11. Duration of Lists

The member's name shall remain on the reinstatement list and reemployment list for a period of two (2) years from the date of demotion or layoff.

A member not responding to written notification of an opening within nine (9) working days shall have the member's name removed from either the reemployment list or reinstatement list.

12. Restoration of Benefits

A member will have the following benefits restored if re-employed by the City within 2 years of separation due to a reduction in force:

- A. Seniority at time of layoff for purposes of determining step increases, vacation leave accrual, and future layoff priority.
- B. Base wages paid to a member who is reemployed in the same classification he/she held at time of layoff shall be the base wages then in effect for the salary range and step the member held at the time of layoff. If the member chooses to be reemployed in a classification which has a salary range lower than the classification from which the member was laid off, then the base wages shall be those at the step in the lower salary range that is closest to the member's base wages immediately prior to layoff, then the member shall receive the maximum base wages provided in such salary range.

13. No Credit for Earlier Service in Classification

Under any circumstances, a member subject to a demotion or transfer who has not previously completed the probationary period in the classification to which the member is demoted or transferred shall serve the applicable probationary period for the classification to which the member is demoted or transferred without credit for the earlier service in the member's prior classification.

14. Severance

Members who are laid off will be offered the following severance package:

- A. 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.
- B. Six (6) months of the average monthly Cafeteria Payment provided to all employees, to allow for continuation of health insurance coverage.
- C. One (1) month of access to professional outplacement services.

**ARTICLE 13** Resignation

1. Advance Notice

A member may resign from City service at any time. A member resigning from City service, however, shall give a minimum of two (2) weeks' notice to the member's Department Director/ Division Supervising Manager in order to enable City to make proper provisions for filling the member's position. This notice period may be shortened by mutual agreement between the member and the City. If the member fails to provide at least two (2) weeks' notice and the parties have not mutually agreed to a shorter notice period, the City may enter a notation of that fact in the member's personnel file.

2. Forfeiture of Privileges

Upon resignation, the member shall forfeit all seniority and employment privileges allowed by this MOU and applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section 3.

3. Reinstatement

A member who has resigned from City service in good standing (i.e. not under threat of termination) may apply for reinstatement within one year by means of a written request. If the City Manager approves reinstatement, the applicant may be reemployed in the same job classification as occupied upon resignation.

**ARTICLE 14** Outside Employment

1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment (outside employment) by members, particularly where there is a potential that such employment would impair a member's ability to perform the member's City duties.

2. Prohibiting Conditions

Members are prohibited from holding employment or occupations other than City service when the following conditions may result:

- A. The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or
- B. The other-than-City employment or occupation is deemed by the City Manager to be inconsistent with or detrimental to City service.

3. Authorization

A written request on the designated City form duly completed must be provided by the employee to the Department Director for approval of any other-than-City employment. Such employment may not be undertaken without prior written approval of the Department Director of such request.

4. Limitation

In no event shall other-than-City employment exceed twenty (20) hours per week.

5. Order to Cease Working

A Department Director may order an employee to cease other-than-City employment if the employment violates any of the provisions of this Article.

**ARTICLE 15** No Strikes

1. The Association, its officers, agents, representatives, and/or members agree that during the term of this Agreement, they will not cause or condone any unlawful strike, walkout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services.
2. Any employee who participates in any conduct prohibited in Section 1 above shall be subject to termination by the City.
3. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 1, above, the City may suspend any and all of the rights, privileges, accorded to the Association under the Employer-Employee Relations Resolution in this MOU, including but not limited to suspension of the Grievance Procedure and dues deduction.
4. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

**ARTICLE 16** City Rights

1. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However the City shall meet and confer on the impact thereof pursuant to Section 2 of this



Article. The sole and exclusive rights of management, as they are not abridged by this MOU or by law 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 nonexistence of facts which are the basis of the management decision;
  - C. To determine the necessity of 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. Methods of financing;
  - F. Types of equipment or technology to be used;
  - G. To determine and/or change the facilities, methods, technological means, and size of the work force by which the City operations are to be conducted;
  - H. To determine and change the number of locations, relocations and type of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City to the extent permitted by law;
  - I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
  - J. To establish and modify productivity and performance program and standards;
  - K. To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons;
  - L. To discharge, suspend, demote, or otherwise discipline classified non at will employees for proper cause;
  - M. To determine job classification and to reclassify employees;
  - N. To hire, transfer, promote and demote employees for non-disciplinary reasons;
  - O. To determine and administer policies, procedures and standards for selection, training, and promotion of employees;
  - P. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;
  - Q. To maintain order and efficiency in its facilities and operations;
  - R. To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention with this MOU;
  - S. To take any and all necessary action to carry out the mission of the City in emergencies.
2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements by law, whenever the exercise of

management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights. By agreeing to meet and confer with the Association as to the impact of the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

## **ARTICLE 17 Association Rights**

### **1. Release Time for Representatives**

City agrees that association representatives have the right to paid release time for the time spent representing a member under the grievance procedure and the disciplinary action procedure herein subject to the following:

- A. Association may designate up to eight (8) members as Representatives and shall in writing notify the City Manager and Human Resources Director of such designations. City has no obligation to change or adjust normal program scheduling or assignments of members as a result of such designations.
- B. One such designated representative may, without loss of pay or benefits, attend mutually scheduled grievance or disciplinary action meetings and hearings with Department Directors or other non-bargaining association management staff; gather information; or interview the subject member or witnesses. Attendance is subject to permission of the representative's Manager. Denial of attendance at meetings, hearings, or other member related activities shall be based upon operational needs and shall not unreasonably be denied.
- C. Up to eight (8) such designated representatives may, without loss of pay or benefits, attend meet and confer sessions related to negotiations of successor MOUs and any other meet and confer sessions regarding proposed changes in terms and conditions of employment. Requests for release time under this paragraph shall not be unreasonably denied and such denial shall be based upon operational needs.
- D. Representatives and/or officers, with immediate supervisor approval, may leave to attend employer-employee relations seminars. Such approval shall not be unreasonably denied. The representatives and/or officers may elect to use accrued leave to be paid for the absence.

### **2. Job Classifications**

The City shall provide to OMMA representatives:

- (i) Written notice related to new job classifications, or modifications to existing job classifications, including any changes to salary ranges, class specifications, or job descriptions; and
- (ii) An opportunity to request meet and confer over such changes, and good faith negotiations within a reasonable time period thereafter;

Each to the extent required under the Meyers Milias Brown Act.

3. Association Security

- A. All Unit employees who are employed in classifications set forth on Attachment A on the effective date of the MOU who are members of OMMA and all such employees who thereafter voluntarily become members of OMMA shall maintain their membership in OMMA, subject to the right to resign from membership during the period thirty (30) days prior to the expiration of this MOU.
- B. If an employee is on leave without pay, no deduction shall be made for that period.
- C. OMMA agrees that it has a duty to provide fair and non-discriminatory representation to all employees in this bargaining unit, regardless of their status as members in accordance with SB866 (2016).
- D. OMMA agrees to fully indemnify the City and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken by or on behalf of the City under this section.
- E. Association Sponsored Deductions:

In the event OMMA wishes to utilize a new payroll deduction code for an Association sponsored activity, OMMA shall make a request of the Payroll Division. Existing codes and changes shall be processed without cost to the Association. Activating new codes is subject to availability and may require a cost to OMMA. The City and OMMA agree that both parties shall be saved, indemnified, and held harmless from any liability due to errors and omissions arising out of the other party's use of the OMMA sponsored deductions codes.

4. List of Members

Pursuant to AB119 (2016) the City shall provide association with a list of unit employees, their membership status, their address and telephone number, their classifications and departments, and updates as to transfers, promotions, new City employees, and separations from service within the Association.

The City shall notify the Association of all new appointments of persons to the bargaining unit, whether said appointment or assignment is on a permanent basis or on an interim or other temporary or non-permanent basis. Notice shall be as soon as reasonably practicable, but not to exceed sixty (60) days from the date of appointment.

5. Payroll Deductions & Membership Dues

- A. Members may execute a written authorization for dues deduction. City shall deduct dues from their paychecks and transmit promptly those dues to the Association.
- B. City shall deduct from the biweekly paycheck of members the regular periodic membership dues (as certified in writing to the City Manager by an authorized official of association), and the cost of regular periodic association-sponsored benefits or other voluntary deductions, pursuant to receipt of the City's deduction authorization form, duly completed and signed by the members. City shall transmit such deductions biweekly to the association.
- C. Dues deductions shall be made only when the association member's earnings for a pay period are sufficient after other legally required deductions are made.
- D. City and Association agree that City assumes no liability on account of any actions taken or not taken pursuant to this section.

6. Meeting Locations

- A. Upon request, City may provide association with a location for a meeting to occur outside working hours of the attendees, provided the space is available and association complies with all City and department rules, policies, and directions.
- B. Meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or designee, and will indicate the date, time and general purpose of the meeting for which the facilities are being requested.
- C. Association understands and agrees that the City Manager or designee may deny the request when the purpose of the meeting makes such use inappropriate.

7. Distribution of Association Materials

- A. Bulletin Boards

City agrees that association may use designated bulletin boards or portions of boards in each work location in which members work. City and association shall jointly identify bulletin board space. Posted materials may include notices of association meetings, association news, and appointments and results of elections or ratification votes.

A copy of all material to be displayed upon bulletin board shall be provided to the Director of Human Resources upon request. If the Director objects to the material, the Director shall notify association staff. In such event, the materials shall not be placed on the bulletin board, based upon the Director's objections. Association is responsible for posting and removal of material on the designated bulletin board and for the neat and orderly maintenance thereof.

#### B. City Email

Association shall, with the approval of the City Manager or designee, have the use of the City email for the purpose of communication of association business including, but not limited to, scheduling joint meetings and appointments and informing members of possible tentative agreements.

### **ARTICLE 18** Employee Rights

#### 1. Review of Personnel Actions

Employees shall have the opportunity to review their performance evaluations with their Manager. If, after review, the employee disagrees with the Manager's assessment, the employee may provide a written response within thirty (30) days of the meeting, explaining the difference of fact or opinion. The employee's response shall then be attached to the performance evaluation.

#### 2. Written Reprimands

Written reprimands shall be removed from the employee file five (5) years after the date they were issued.

#### 3. Personnel File Inspection

A member shall have the right to inspect the contents of the member's personnel file, or may designate in writing a representative to inspect the member's file.

#### 4. Non-Interference in Administrative Affairs.

Except to respond to inquiries, a member shall not be required to carry out orders directly from a City Councilmember. Instead, the member must consult and follow the direction of the City Manager or department head. All communications from

Council members about the administration of the City must only be made through the City Manager. A member shall be free from coercion or influence by a City Councilmember in respect to any contract, purchase of supplies or any other administrative action.

**ARTICLE 19** Miscellaneous Terms

1. Personnel Rules & Regulations

The City's Personnel Rules and Regulations are available from the City's Human Resources Department. Where the Personnel Rules and Regulations are inconsistent with this MOU, the terms of this MOU shall govern. The City agrees to meet and confer with the Association over any proposed changes to the Personnel Rules and Regulations which pertain to wages, hours, and other terms and conditions of employment, as required by the MMBA.

2. Administrative Manual

The City's Administrative Manual is available from the City's Human Resources Department. Where the Administrative Manual is inconsistent with this MOU, the terms of this MOU shall govern. The City agrees to meet and confer with the Association over any proposed changes to the Administrative Manual which pertain to wages, hours, and other terms and conditions of employment, as required by the MMBA.

3. Prior Documents

This MOU contains all covenants, stipulations, and provisions agreed upon by the City and the Association. It is intended to supersede all prior MOUs, and any contrary provisions of the Administrative Manual or Personnel Rules & Regulations.

4. No Meet and Confer Requirement

Except as expressly provided in this MOU, by law, or by mutual agreement, neither the City nor the association shall be required to meet and confer during the term of this MOU on subjects within the scope of representation.

Nothing in this MOU shall release the City from the meet and confer process as required by State law on issues not addressed in the MOU, or regarding matters subject to impact bargaining if requested by the association.

5. Reopener

The parties agree to reopen the contract during the negotiations over the compensation element of the class and compensation study to discuss the differentials between supervisor and subordinate positions including how education pay and longevity pay impact the differentials between pay grades.

6. Complete Agreement

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto. The parties agree that this MOU shall supersede the terms of all prior MOUs and other written agreements, if any. The parties retain the right to change the terms of this MOU by mutual agreement.

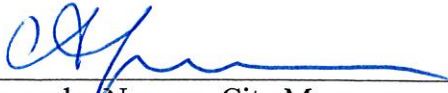
7. Savings Clause

If the implementation of any article or section of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section would be frustrated or restrained by such law or tribunal, the City and association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article or section.

8. Successor MOU

Either party shall notify the other, in writing, of its desire to negotiate a successor MOU. Within 7 days of receipt of notice, the parties and/or their representatives shall coordinate the scheduling of negotiation sessions. Both parties agree “writing” includes email communications. The City and association shall then commence meet and confer concerning modifications, additions revisions, and/or deletions proposed by the parties as are within the statutory scope of meet and confer and in accordance with State law and the Oxnard City Code.

*CITY OF OXNARD*



Alexander Nguyen, City Manager



Steve Naveau, Human Resources Director

*OXNARD MID-MANAGERS  
ASSOCIATION*



Beth Ward, President,  
Police Department



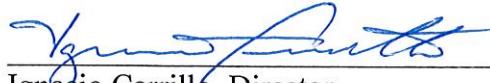
Lauren Bueling, Vice-President  
Public Works-Administration



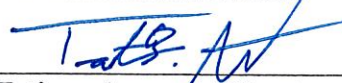
Paul Weinstein, Treasurer  
Facilities, Parks, Special Districts



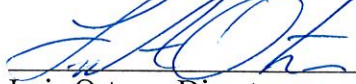
Karl Lawson, Secretary  
Housing Department



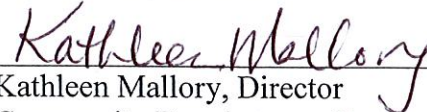
Ignacio Carrillo, Director  
Environmental Resources



Tatiana Arnaout, Director  
Public Works, Engineering and Transportation



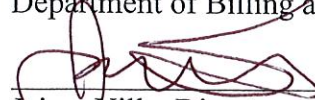
Luis Ortega, Director  
Public works, Wastewater



Kathleen Mallory, Director  
Community Development Department



Armida Galvan-Monares, Director  
Department of Billing and Licensing



Jaime Villa, Director  
Fire Department



# Attachment A

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING

	Class Code			2022 3% Cola		2023 3% Cola		2024 3% Cola		
Administrative Services Administrator/Supervisor	50005	O25	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91
Administrative Services Analyst	50010	O15	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	26.1364	53.1546	26.9205	54.7492	27.7281	56.3917	28.5599	58.0835
		BIWEEKLY	2090.91	4252.37	2153.64	4379.94	2218.25	4511.34	2284.80	4646.68
		ANNUAL	54363.71	110561.57	55994.62	113878.42	57674.46	117294.77	59404.70	120813.61
Administrative Services Analyst, Senior	50015	O20	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	30.4269	56.6865	31.3397	58.3871	32.2799	60.1387	33.2483	61.9429
		BIWEEKLY	2434.15	4534.92	2507.18	4670.97	2582.39	4811.10	2659.86	4955.43
		ANNUAL	63287.95	117907.92	65186.59	121445.16	67142.19	125088.51	69156.45	128841.17
Administrative Services Manager	4533	O40	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	48.8838	78.2141	50.3503	80.5605	51.8608	82.9773	53.4166	85.4667
		BIWEEKLY	3910.70	6257.13	4028.03	6444.84	4148.87	6638.19	4273.33	6837.33
		ANNUAL	101678.30	162685.33	104728.65	167565.89	107870.51	172592.86	111106.63	177770.65
Assistant City Clerk	1402	O05	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	28.0651	46.1371	28.9071	47.5212	29.7743	48.9468	30.6675	50.4153
		BIWEEKLY	2245.21	3690.97	2312.56	3801.70	2381.94	3915.75	2453.40	4033.22
		ANNUAL	58375.41	95965.17	60126.67	98844.12	61930.47	101809.45	63788.38	104863.73
Assistant Department Director I	50055	O55	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	56.2445	89.9913	57.9318	92.6910	59.6698	95.4718	61.4599	98.3359
		BIWEEKLY	4499.56	7199.30	4634.55	7415.28	4773.58	7637.74	4916.79	7866.87
		ANNUAL	116988.56	187181.90	120498.22	192797.36	124113.16	198581.28	127836.56	204538.72
Assistant Department Director II	50060	O60	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	58.5976	93.7561	60.3555	96.5688	62.1662	99.4658	64.0312	102.4498
		BIWEEKLY	4687.81	7500.49	4828.44	7725.50	4973.30	7957.27	5122.49	8195.99
		ANNUAL	121883.01	195012.69	125539.50	200863.07	129305.68	206888.96	133184.85	213095.63
Assistant Director of Utilities	50065	O65	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	61.0491	97.6780	62.8806	100.6083	64.7670	103.6266	66.7100	106.7354
		BIWEEKLY	4883.93	7814.24	5030.45	8048.67	5181.36	8290.13	5336.80	8538.83
		ANNUAL	126982.13	203170.24	130791.59	209265.35	134715.3396	215543.3076	138756.80	222009.61

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING

Class Code	2022 3% Cola		2023 3% Cola		2024 3% Cola					
	Lower	Upper	Lower	Upper	Lower	Upper				
Chief Plant Operator	50090	O25	Lower	Upper	Lower	Upper	Lower	Upper		
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91
City Engineer	4537	O55	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	56.2445	89.9913	57.9318	92.6910	59.6698	95.4718	61.4599	98.3359
		BIWEEKLY	4499.56	7199.30	4634.55	7415.28	4773.58	7637.74	4916.79	7866.87
		ANNUAL	116988.56	187181.90	120498.22	192797.36	124113.16	198581.28	127836.56	204538.72
City Surveyor	5110	O15	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	26.1364	53.1546	26.9205	54.7492	27.7281	56.3917	28.5599	58.0835
		BIWEEKLY	2090.91	4252.37	2153.64	4379.94	2218.25	4511.34	2284.80	4646.68
		ANNUAL	54363.71	110561.57	55994.62	113878.42	57674.46	117294.77	59404.70	120813.61
Construction Project Manager	13227	O25	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91
Construction Project Manager, Senior	50105	O30	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	45.1567	67.7351	46.5114	69.7672	47.9067	71.8602	49.3439	74.0160
		BIWEEKLY	3612.54	5418.81	3720.91	5581.37	3832.54	5748.81	3947.52	5921.28
		ANNUAL	93925.94	140889.01	96743.71	145115.68	99646.03	149469.15	102635.41	153953.22
Cultural & Recreation Services Analyst	50110	O10	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	23.2415	49.8786	23.9387	51.3750	24.6569	52.9162	25.3966	54.5037
		BIWEEKLY	1859.32	3990.29	1915.10	4110.00	1972.55	4233.30	2031.73	4360.30
		ANNUAL	48342.32	103747.49	49792.59	106859.91	51286.37	110065.71	52824.96	113367.68
Cultural & Recreation Services Manager	50115	O35	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	41.9805	73.4012	43.2399	75.6032	44.5371	77.8713	45.8732	80.2075
		BIWEEKLY	3358.44	5872.10	3459.19	6048.26	3562.97	6229.71	3669.86	6416.60
		ANNUAL	87319.44	152674.50	89939.02	157254.73	92637.19	161972.37	95416.31	166831.54
Cultural & Recreation Services Supervisor	50125	O25	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING

Class Code	2022 3% Cola		2023 3% Cola		2024 3% Cola			
	Lower	Upper	Lower	Upper	Lower	Upper		
CUPA Manager	14310	O25	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57
Deputy Chief Information Officer	3100	M93	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	60.1846	86.3192	61.9901	88.9088	63.8498	91.5760
		BIWEEKLY	4814.77	6905.54	4959.21	7112.70	5107.99	7326.08
		ANNUAL	125183.97	179543.94	128939.49	184930.25	132807.67	190478.16
Emergency Services Manager	14316	O25	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57
EMS Coordinator	14312	O25	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57
Engineer Division Manager	50150	O45	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	52.0518	83.2830	53.6134	85.7815	55.2218	88.3549
		BIWEEKLY	4164.14	6662.64	4289.07	6862.52	4417.74	7068.39
		ANNUAL	108267.74	173228.64	111515.78	178425.50	114861.25	183778.26
Fleet Services Superintendent	50175	O10	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	23.2415	49.8786	23.9387	51.3750	24.6569	52.9162
		BIWEEKLY	1859.32	3990.29	1915.10	4110.00	1972.55	4233.30
		ANNUAL	48342.32	103747.49	49792.59	106859.91	51286.37	110065.71
Fleet Services Mechanic Supervisor	17212	O05	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	28.0651	46.1371	28.9071	47.5212	29.7743	48.9468
		BIWEEKLY	2245.21	3690.97	2312.56	3801.70	2381.94	3915.75
		ANNUAL	58375.41	95965.17	60126.67	98844.12	61930.47	101809.45
Information Technology Analyst	50195	O20	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	30.4269	56.6865	31.3397	58.3871	32.2799	60.1387
		BIWEEKLY	2434.15	4534.92	2507.18	4670.97	2582.39	4811.10
		ANNUAL	63287.95	117907.92	65186.59	121445.16	67142.19	125088.51

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING

Class Code	2022 3% Cola		2023 3% Cola		2024 3% Cola					
	Lower	Upper	Lower	Upper	Lower	Upper				
Information Technology Analyst, Senior	50200	O25	Lower	Upper	Lower	Upper	Lower	Upper		
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91
Information Technology Manager	3101	O40	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	48.8838	78.2141	50.3503	80.5605	51.8608	82.9773	53.4166	85.4667
		BIWEEKLY	3910.70	6257.13	4028.03	6444.84	4148.87	6638.19	4273.33	6837.33
		ANNUAL	101678.30	162685.33	104728.65	167565.89	107870.51	172592.86	111106.63	177770.65
Information Technology Officer I	3128	M52	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	51.4424	72.6750	52.9857	74.8553	54.5752	77.1009	56.2125	79.4139
		BIWEEKLY	4115.39	5814.00	4238.85	5988.42	4366.02	6168.07	4497.00	6353.11
		ANNUAL	107000.19	151164.00	110210.20	155698.92	113516.50	160369.89	116922.00	165180.98
Information Technology Officer II	3129	M53	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	54.1662	83.1865	55.7912	85.6821	57.4649	88.2526	59.1889	90.9001
		BIWEEKLY	4333.30	6654.92	4463.29	6854.57	4597.19	7060.20	4735.11	7272.01
		ANNUAL	112665.70	173027.92	116045.67	178218.76	119527.04	183565.32	123112.85	189072.28
Information Technology Supervisor	50210	O30	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	45.1567	67.7351	46.5114	69.7672	47.9067	71.8602	49.3439	74.0160
		BIWEEKLY	3612.54	5418.81	3720.91	5581.37	3832.54	5748.81	3947.52	5921.28
		ANNUAL	93925.94	140889.01	96743.71	145115.68	99646.03	149469.15	102635.41	153953.22
Inspections / Code Compliance Administrator	50220	O25	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91
Inspections Field Supervisor	50225	O10	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	23.2415	49.8786	23.9387	51.3750	24.6569	52.9162	25.3966	54.5037
		BIWEEKLY	1859.32	3990.29	1915.10	4110.00	1972.55	4233.30	2031.73	4360.30
		ANNUAL	48342.32	103747.49	49792.59	106859.91	51286.37	110065.71	52824.96	113367.68
Laboratory Scientist	50230	O15	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	26.1364	53.1546	26.9205	54.7492	27.7281	56.3917	28.5599	58.0835
		BIWEEKLY	2090.91	4252.37	2153.64	4379.94	2218.25	4511.34	2284.80	4646.68
		ANNUAL	54363.71	110561.57	55994.62	113878.42	57674.46	117294.77	59404.70	120813.61

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING

Class Code	2022 3% Cola		2023 3% Cola		2024 3% Cola					
	Lower	Upper	Lower	Upper	Lower	Upper				
Laboratory Scientist Manager	50235	O25	Lower	Upper	Lower	Upper	Lower	Upper		
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91
Landscape Architect	15225	O20	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	30.4269	56.6865	31.3397	58.3871	32.2799	60.1387	33.2483	61.9429
		BIWEEKLY	2434.15	4534.92	2507.18	4670.97	2582.39	4811.10	2659.86	4955.43
		ANNUAL	63287.95	117907.92	65186.59	121445.16	67142.19	125088.51	69156.45	128841.17
Library Manager	50255	O35	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	41.9805	73.4012	43.2399	75.6032	44.5371	77.8713	45.8732	80.2075
		BIWEEKLY	3358.44	5872.10	3459.19	6048.26	3562.97	6229.71	3669.86	6416.60
		ANNUAL	87319.44	152674.50	89939.02	157254.73	92637.19	161972.37	95416.31	166831.54
Library Services Supervisor	10127	O10	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	23.2415	49.8786	23.9387	51.3750	24.6569	52.9162	25.3966	54.5037
		BIWEEKLY	1859.32	3990.29	1915.10	4110.00	1972.55	4233.30	2031.73	4360.30
		ANNUAL	48342.32	103747.49	49792.59	106859.91	51286.37	110065.71	52824.96	113367.68
Literacy Program Analyst	50270	O15	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	26.1364	53.1546	26.9205	54.7492	27.7281	56.3917	28.5599	58.0835
		BIWEEKLY	2090.91	4252.37	2153.64	4379.94	2218.25	4511.34	2284.80	4646.68
		ANNUAL	54363.71	110561.57	55994.62	113878.42	57674.46	117294.77	59404.70	120813.61
Maintenance Crew Supervisor	50275	O05	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	28.0651	46.1371	28.9071	47.5212	29.7743	48.9468	30.6675	50.4153
		BIWEEKLY	2245.21	3690.97	2312.56	3801.70	2381.94	3915.75	2453.40	4033.22
		ANNUAL	58375.41	95965.17	60126.67	98844.12	61930.47	101809.45	63788.38	104863.73
Maintenance & Operations Manager	50280	O50	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	52.0518	85.1051	53.6134	87.6583	55.2218	90.2880	56.8784	92.9966
		BIWEEKLY	4164.14	6808.41	4289.07	7012.66	4417.74	7223.04	4550.27	7439.73
		ANNUAL	108267.74	177018.61	111515.78	182329.17	114861.25	187799.04	118307.09	193433.01
Maintenance & Operations Superintendent	50285	O25	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING

Class Code	2022 3% Cola				2023 3% Cola				2024 3% Cola			
	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
Permit Coordinator	5108	O15	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	26.1364	53.1546	26.9205	54.7492	27.7281	56.3917	28.5599	58.0835		
		BIWEEKLY	2090.91	4252.37	2153.64	4379.94	2218.25	4511.34	2284.80	4646.68		
		ANNUAL	54363.71	110561.57	55994.62	113878.42	57674.46	117294.77	59404.70	120813.61		
Planning Manager	50325	O40	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	48.8838	78.2141	50.3503	80.5605	51.8608	82.9773	53.4166	85.4667		
		BIWEEKLY	3910.70	6257.13	4028.03	6444.84	4148.87	6638.19	4273.33	6837.33		
		ANNUAL	101678.30	162685.33	104728.65	167565.89	107870.51	172592.86	111106.63	177770.65		
Planning Supervisor	50330	O25	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701		
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61		
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91		
Plant Maintenance Superintendent	50350	O25	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701		
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61		
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91		
Plant Maintenance Supervisor	50355	O05	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	28.0651	46.1371	28.9071	47.5212	29.7743	48.9468	30.6675	50.4153		
		BIWEEKLY	2245.21	3690.97	2312.56	3801.70	2381.94	3915.75	2453.40	4033.22		
		ANNUAL	58375.41	95965.17	60126.67	98844.12	61930.47	101809.45	63788.38	104863.73		
Plant Operations Manager	50360	O35	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	41.9805	73.4012	43.2399	75.6032	44.5371	77.8713	45.8732	80.2075		
		BIWEEKLY	3358.44	5872.10	3459.19	6048.26	3562.97	6229.71	3669.86	6416.60		
		ANNUAL	87319.44	152674.50	89939.02	157254.73	92637.19	161972.37	95416.31	166831.54		
Police Records Supervisor	14117	O05	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	28.0651	46.1371	28.9071	47.5212	29.7743	48.9468	30.6675	50.4153		
		BIWEEKLY	2245.21	3690.97	2312.56	3801.70	2381.94	3915.75	2453.40	4033.22		
		ANNUAL	58375.41	95965.17	60126.67	98844.12	61930.47	101809.45	63788.38	104863.73		
Principal Info. Technology Analyst	3130	M84	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	49.0443	65.7635	50.5156	67.7364	52.0311	69.7685	53.5920	71.8616		
		BIWEEKLY	3923.54	5261.08	4041.25	5418.91	4162.49	5581.48	4287.36	5748.92		
		ANNUAL	102012.14	136788.08	105072.51	140891.72	108224.68	145118.47	111471.42	149472.03		

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING

Class Code			2022 3% Cola		2023 3% Cola		2024 3% Cola			
	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper		
Production Supervisor	3116	M40	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	35.7924	59.5203	36.8662	61.3059	37.9722	63.1451	39.1113	65.0394
		BIWEEKLY	2863.39	4761.62	2949.29	4904.47	3037.77	5051.61	3128.91	5203.16
		ANNUAL	74448.19	123802.22	76681.64	127516.29	78982.09	131341.78	81351.55	135282.03
Property & Evidence Supervisor	50400	O00	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	27.0277	42.1799	27.8385	43.4453	28.6737	44.7487	29.5339	46.0911
		BIWEEKLY	2162.22	3374.39	2227.08	3475.62	2293.89	3579.89	2362.71	3687.29
		ANNUAL	56217.62	87734.19	57904.14	90366.22	59641.27	93077.20	61430.51	95869.52
	50410	O25	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91
Public Safety Communications Manager	14748	O40	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	48.8838	78.2141	50.3503	80.5605	51.8608	82.9773	53.4166	85.4667
		BIWEEKLY	3910.70	6257.13	4028.03	6444.84	4148.87	6638.19	4273.33	6837.33
		ANNUAL	101678.30	162685.33	104728.65	167565.89	107870.51	172592.86	111106.63	177770.65
Senior Advisor	50450	O45	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	52.0518	83.2830	53.6134	85.7815	55.2218	88.3549	56.8784	91.0056
		BIWEEKLY	4164.14	6662.64	4289.07	6862.52	4417.74	7068.39	4550.27	7280.45
		ANNUAL	108267.74	173228.64	111515.78	178425.50	114861.25	183778.26	118307.09	189291.61
Special Districts Manager	7131	O35	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	41.9805	73.4012	43.2399	75.6032	44.5371	77.8713	45.8732	80.2075
		BIWEEKLY	3358.44	5872.096	3459.19	6048.26	3562.97	6229.71	3669.86	6416.60
		ANNUAL	87319.44	152674.496	89939.02	157254.73	92637.19	161972.37	95416.31	166831.54
Utilities Field Superintendent	50470	O25	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	29.5166	61.4702	30.4021	63.3143	31.3142	65.2137	32.2536	67.1701
		BIWEEKLY	2361.33	4917.62	2432.17	5065.14	2505.13	5217.10	2580.29	5373.61
		ANNUAL	61394.53	127858.02	63236.36	131693.76	65133.45	135644.57	67087.46	139713.91
Utilities Manager	50490	O50	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
		Hourly	52.0518	85.1051	53.6134	87.6583	55.2218	90.2880	56.8784	92.9966
		BIWEEKLY	4164.14	6808.41	4289.07	7012.66	4417.74	7223.04	4550.27	7439.73
		ANNUAL	108267.74	177018.61	111515.78	182329.17	114861.25	187799.04	118307.09	193433.01

CITY OF OXNARD  
CLASSIFICATION AND SALARY LISTING

Class Code		2022 3% Cola		2023 3% Cola		2024 3% Cola				
		Lower	Upper	Lower	Upper	Lower	Upper			
Utilities Technical Services Analyst	50500	O15								
		Hourly	26.1364	53.1546	26.9205	54.7492	27.7281	56.3917	28.5599	58.0835
		BIWEEKLY	2090.91	4252.37	2153.64	4379.94	2218.25	4511.34	2284.80	4646.68
		ANNUAL	54363.71	110561.57	55994.62	113878.42	57674.46	117294.77	59404.70	120813.61
Utilities Technical Services Analyst, Senior	50505	O20								
		Hourly	30.4269	56.6865	31.3397	58.3871	32.2799	60.1387	33.2483	61.9429
		BIWEEKLY	2434.15	4534.92	2507.18	4670.97	2582.39	4811.10	2659.86	4955.43
		ANNUAL	63287.95	117907.92	65186.59	121445.16	67142.19	125088.51	69156.45	128841.17
Utilities Technical Services Manager	50515	O30								
		Hourly	45.1567	67.7351	46.5114	69.7672	47.9067	71.8602	49.3439	74.0160
		BIWEEKLY	3612.54	5418.81	3720.91	5581.37	3832.54	5748.81	3947.52	5921.28
		ANNUAL	93925.94	140889.01	96743.71	145115.68	99646.03	149469.15	102635.41	153953.22



**Attachment B**

**Originally Proposed Minimum Ranges:** In addition to the adjustments set forth in Article 3, Section 1, the lower end of the ranges for classifications in which any employee is earning below the "Lower" amount shall be adjusted upwards as the COLA and annual salary advancements take effect for the lowest-paid employee in that salary range, until such time as the salary of such lowest-paid employee reaches the amount set forth in the right-hand column as follows, which represents the Originally Proposed Minimum Range for each classification.

<u>Previous Pay Grade Code from Original Class and Comp Study Proposal as of February 2022</u>	<u>New Pay Grade Code as of August of 2022</u>	<u>Classification</u>	<u>Originally Proposed Minimum Range from Class and Comp Study ("P-Min")</u>
OC44/OC51	O25	Admin Services Administrator/Supervis	85238.68
OC42	O15	Admin Services Analyst	73707.73
OC43	O20	Admin Services Analyst - Senior	78605.30
OD62	O40	Admin Services Manager	101678.38
OB25	O05	Assistant City Clerk	68546.55
OD64/OD71	O55	Assistant Department Director - I	116988.64
OD65/OD72	O60	Assistant Department Director - II	121882.98
OD73	O65	Assistant Director of utilities	126982.13
OC44/OC51	O25	Chief Plant Operator	85238.68
OD64	O55	City Engineer	116988.64
OC42	O15	City Surveyor	73707.73
OC44	O25	Construction Project Manager	85238.68
OC52	O30	Construction Project Manager - Senior	93925.98
OC41	O10	Cultural and Recreational Services Ana	69165.01
OD61	O35	Cultural and Recreational Services Mar	95421.58
OC51	O25	Cultural and Recreation Services Super	85238.68
OC44	O25	CUPA Manager	85238.68
OC44	O25	Emergency Services Manager	85238.68
OC44	O25	EMS Coordinator	85238.68
OD63	O45	Engineer Division Manager	108267.84
OC41	O10	Fleet Services Superintendent	69165.01
OB32	O05	Fleet Services Mechanic Supervisor	68546.55
OC43	O20	Information Technology Analyst	78605.30
OC44	O25	Information Technology Analyst - Seni	85238.68
OD62	O40	Information Technology Manager	101678.38
OC52	O30	Information Technology Supervisor	93925.98

<b>Previous Pay Grade Code from Original Class and Comp Study Proposal, as of February 2022</b>	<b>New Pay Grade Code as of August of 2022</b>	<b>Classification</b>	<b>Originally Proposed Minimum Range from Class and Comp Study ("P-Min")</b>
OC44	O25	Inspections/Code Compliance Administ	85238.68
OC41	O10	Inspections Field Supervisor	69165.01
OC42	O15	Laboratory Scientist	73707.73
OC44	O25	Laboratory Scientist Manager	85238.68
OC43	O20	Landscape Architect	78605.30
OD61	O35	Library Manager	95421.58
O41	O10	Library Services Supervisor	69165.01
OC42	O15	Literacy Program Analyst	73707.73
OB32	O05	Maintenance Crew Supervisor	68546.55
OU63	O50	Maintenance & Operations Manager	108267.84
OC44	O25	Maintenance & Operations Superintend	85238.68
OC42	O15	Permit Coordinator	73707.73
OD62	O40	Planning Manager	101678.38
OC44/OC51	O25	Planning Supervisor	85238.68
OC44/OC51	O25	Plant Maintenance Superintendent	85238.68
OB32	O05	Plant Maintenance Supervisor	68546.55
OD61	O35	Plant Operations Manager	95421.58
OB32	O05	Police Records Supervisor	68546.55
OB31	O00	Property and Evidence Supervisor	62667.30
OC44	O25	Records and Property Manager	85238.68
OD62	O40	Public Safety Communications Manage	101678.38
OD63	O45	Senior Advisor	108267.84
OD61	O35	Special Districts Manager	95421.58
OC44	O25	Utilities Field Superintendent	85238.68
OU63	O50	Utilities Manager	108267.84
OC42	O15	Utilities Technical Services Analyst	73707.73
OC43	O20	Utilities Technical Services Analyst - S	78605.30
OC52	O30	Utilities Technical Services Manager	93925.98

**City of Oxnard/OMMA Contract Negotiations**  
**Total Tentative Agreement**  
**July 5, 2022**

The following is a comprehensive total tentative agreement between the City of Oxnard and the Oxnard Mid-Managers Association. Unless otherwise stated, this total tentative agreement is prospective and is effective upon ratification by the bargaining unit and approval of the City Council.

This MOU shall apply to all City employees occupying or exercising duties in the City's "M" classifications, listed in Attachment "A" of the 2019-2022 MOU. Commencing with the first pay period of August 2022, the "M" classifications shall be replaced by the new classification schedule, listed in Attachment "A" hereto, with the corresponding Salary Schedule for the new classification system set forth in Attachment "B" hereto.

**Term:**

This MOU shall be effective July 1, 2022 and shall remain in full force and effect through June 30, 2025.

**Article 3 – Salaries and Compensation**

The City proposes the following changes to Article 3 "Salaries and Compensation" Sections 1 and 2 as follows:

1. **Cost of Living Adjustment**

Effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022, the City shall provide a 3% increase in salary to all employees who are within their new salary ranges. Both the minimum and maximum of the new salary ranges shall be increased by 3%.

Effective the first full pay period of July 2023, the City shall provide a 3% increase in salary to all employees who are within their salary ranges. Both the minimum and maximum of the salary ranges shall be increased by 3%.

Effective the first full pay period of July 2024, the City shall provide a 3% increase in salary to all employees who are within their salary ranges. Both the minimum and maximum of the salary ranges shall be increased by 3%.

2. **Advancement within the Salary Range Annual Wage Increase**

**Effective the first full pay period of January 2023, and the first full pay period of each January thereafter, all employees will receive a 5% annual wage increase within the established salary range for their classification.**

**Employees who have been employed with the City less than 12 months shall have the 5% wage increase pro-rated based on each full month of completed service at the time the wage increase goes into effect.**

~~Effective beginning January 2020, employees who receive a satisfactory performance evaluation during the preceding calendar year will be eligible for a five percent (5.0%) merit increase within that employee's salary range unless the employee is less than five percent (5.0%) from the top of the range and in such a case, the increase shall be to the top of the salary range. No advancement shall be given to any member whose most recent performance evaluation rating was "unsatisfactory."~~

~~Eligible employees will receive their annual merit increase effective the first full pay period of January. Newly hired employees or employees who promote into the bargaining unit during the preceding calendar year will have their merit increase pro-rated based on their service during the calendar year (for example, an eligible employee with six months of service in the OMMA bargaining unit in calendar year 2019 will receive a 2.5% merit increase in January 2020.)~~

### **Article 3. Salaries and Compensation Section 5 Promotions**

**Modify language as follows:**

The beginning base wage for promotions shall be at least five percent (5%) greater than the member's rate of pay prior to promotion, or, shall place the member at the bottom of the range of the position into which the member is promoted if five percent (5%) does not place the member into the range of the promotional position. **City's offer for promotional increases shall not exceed 10% and will be based on the candidate's qualifications as compared to other City employees in the same classification.**

**If the department head believes it is in the best interest of the City service to offer a promotional salary greater than 10%, then the Department Head will submit a memo to Human Resources articulating the qualifications and any other pertinent facts that support such a recommendation. After a review and comparison of all current employees who occupy the same classification in the City service, Human Resources will make a recommendation to the City Manager's Office to either approve or deny such request. The decision of the City Manager's Office is final.**

### **Article 3 New Section 11 Classification and Compensation Study Implementation:**

**1. Class and Comp Study Implementation**

The City shall implement the class and comp study results effective pay period 17 which begins on August 6, 2022 and has a pay date of August 26, 2022 .

**2. Implementation of the Study**

The City shall move employees into the recommended classifications and salary ranges. Existing OMMA employees shall be placed in a pay rate in the new range that is 3% higher than their current rate of pay, to implement the COLA increase as set forth in Article 3 Section 1. Employees who transfer, promote, or are assigned to OMMA as a result of the study implementation shall be placed in a pay rate in their new range that is 3% higher than their current rate of pay, plus any add pays if applicable, the exception to this being bilingual pay as this is not considered a component of base pay.

Employees whose current salary exceeds the maximum of the new salary shall receive no adjustment and shall be Y-rated at their current rate of pay until the maximum of the new salary range exceeds their rate of pay, at which time the employee will once again be eligible for annual wage increases and COLA's provided that an annual wage increase/COLA does not move their salary above the maximum pay range for their classification.

During the term of this agreement, each year an employee is Y-rated and is not eligible for the COLA as proposed, the City shall provide up to a 3% cash payment, which is calculated from their current rate of pay, **on the same pay periods as those provided under the COLA , Article 3, Section 1.** If an employee is Y rated by less than the proposed COLA, then that cash payment will be the difference of the remaining Y-rate and 3%. EXAMPLE: if an employee is Y-rated at 4% as of January 2023, the employee would receive a one-time cash payment of 3% based on the top of the range's rate of pay for their new classification. This is as opposed to 3% of their Y-rated rate of pay. In January 2024 the employee would receive a 1% cash payment as the remaining 2% would consist of an actual salary increase within the range.

**Instant Increase:** In June 2025, employees whose salary is still below the originally proposed minimum range from the class and comp study, shall be moved into the beginning of that range

**Article 4 Reimbursements Section 2. Tuition**

A. Amount of Reimbursement/Conditions

Courses that qualify for reimbursement are those that directly relate to the member's duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university

or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher or pass if the class is a pass/fail grading system. The accrediting body must be on the list of approved accrediting bodies provided by the Federal Department of Education.

Courses that do not qualify for reimbursement are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the member has already received, and those for which the member received reimbursement from any other source.

To receive reimbursement, the member must submit acknowledgement of a "C" or better to the Human Resources Department within ~~thirty (30)~~ sixty (60) days of completion of the course of study.

#### **Article 4. Add Section 3, License/Certification Fee Reimbursement**

When an employee is required to maintain a license or certification as a minimum qualification for their position, the City shall reimburse the employee the renewal fees required to maintain the license or certification. Such license or certification must be listed as a requirement for the employee to perform their work. No license or fees that are intended for professional development or to prepare an employee for promotion will be allowed under this section.

#### **Article 5 – Insurance, Health & Wellness**

**Medical: - Strike all language under Article 5 Section 1. Health Insurance and replace as follows:**

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

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

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

#### **Level One**

The tier one plan shall have the City contribution froze at \$1,543 per month for those employees who elect a medical plan. \$1,243 shall be provided to those employees who “waive” health insurance and provide proof of other coverage with a medical plan which does not consist of any plan on the “Covered California” Exchange.

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

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

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

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

### **Level Two**

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

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

2023 – City contribution will increase by \$231 per month to \$1,774

2024 – City contribution will increase by 5% to \$1,863 per month

2025 – City contribution will increase by 5% to \$1,956 per month

Effective the 2023 benefit plan year, employees who elect medical will not receive any cash back from the City's contribution if such contribution is in excess of the plan premium.

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

**Article 5 Insurance, Health & Wellness New Section 2. Vision Insurance**

The City will provide a vision plan which employees may elect to enroll. The premium is 100% paid for by employees.

**Article 5 Insurance, Health & Wellness**

Delete Paragraph 6. Wellness

**Article 6 – Retirement Section 3. Deferred Compensation add new paragraph**

Retirement Health Savings Plan – The City shall establish a retirement health saving plan which will allow employees to save money in a defined contribution plan which is intended to assist employees in paying for medical expenses. The City contribution to this plan shall be 1% of employee salary. This plan and contribution shall commence by the end of August 2022.

**Article 7 Leaves New Section 13 – Sick Leave Carryover**

Employees who have been promoted or reclassified into this bargaining unit prior to July 1, 2022, and employees who are moved into this bargaining unit as a result of the classification study implementation shall be eligible to cash out any sick leave upon separation from service in accordance with the current MOU language from the bargaining unit where they had last earned the sick leave.

Employees who promote or are reclassified into this bargaining unit after July 1, 2022 shall not be eligible to cash out any sick leave during their employment nor shall they be eligible to cash out the sick leave upon separation. Employees in this category may only use sick leave for instances where they are sick. Upon separation the sick leave is surrendered and has no cash value.

**Article 7 Leaves Section 7 Administrative Leave**

Add the following paragraph:

The City and Association shall establish a labor management committee for the purpose of evaluating and if possible, resolving issues regarding employees being required to work an excessive amount of time. The committee will maintain records on the issue as they are brought forward and what, if any, resolutions are made. This data will then be evaluated in 2024 prior to the start of the next round of negotiations.

**Article 7 Leaves Section 8 Bereavement Leave**



**Update as follows**

The Department Director/ Division Supervising Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the member's immediate family.

Immediate family shall include the following individuals related to the member or the member's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, **uncle, aunt,** spouse, spouse's parents, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), registered domestic partner, and any blood relative(s) living in the immediate household.

Immediately upon return from bereavement leave, **the department head may require** the member **to provide** ~~shall furnish to the Department Director/ Division Supervising Manager~~ 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 converted to leave without pay.

**Article 19 Miscellaneous Terms – Add New Section Transfers**

1. Conditions

For purposes of this Article, "transfer" means a change from one position to another position having substantially the same salary range. Transfer shall not be used to effectuate a promotion, demotion, or to impose disciplinary action. However, an employee may be transferred for the purpose of facilitating a more satisfactory level of performance by the employee. Upon approval of the City Manager, and after notice to the affected employee, an employee may be transferred at any time.

2. Probationary Period After Transfer

If a transfer is effected at the request of an employee, the City Manager may, as a condition of approving the transfer, require that the employee serve a probationary period in the new position, unless the employee previously held permanent status in the new position. Where positions have the same duties, pay rate and/or position title, the probationary period shall be no more than six months.

**Side letters** – Incorporate previously agreed to side letters into the contract.

  
For the City of Oxnard 7/18/22

  
For the Oxnard Mid- Managers Association 07/18/2022