



Meeting Date: 7/10/12

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: Michelle Téllez, Director of Human Resources ~~HR~~ Agenda Item No. I-6

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) \_\_\_\_\_

**DATE:** July 10, 2012

**TO:** City Council

**FROM:** Michelle Téllez, Director of Human Resources  
Human Resources Department

**SUBJECT:** Memorandum of Understanding with the Service Employees International Union, Local 721

**RECOMMENDATION**

That City Council:

1. Ratify a Memorandum of Understanding (MOU) between the City and the Service Employees International Union, Local 721 (SEIU), commencing January 1, 2012, and expiring on December 31, 2012.
2. Adopt a resolution implementing the MOU for SEIU, Local 721.
3. Authorize the City Manager to transfer funds between accounts, in amounts to be determined, to implement the terms and conditions of the MOU.

**DISCUSSION**

Authorized representatives of the City Manager and SEIU, Local 721 have negotiated and agreed upon wages, hours and other terms and conditions of employment for City employees occupying classifications represented by SEIU, Local 721.

If approved, the MOU will provide the following changes in wages, hours and other terms and conditions of employment:

- The new MOU shall be effective January 1, 2012 and shall remain in force and effect through December 31, 2012.
- Through the parties' Labor/Management Committee, the parties agree to create a pilot apprenticeship program for Unit employees.

- Calendar year 2012, effective April 1, 2012, Unit employees shall be entitled to have their base wages increased by one and one half percent (1.5%).

### **FINANCIAL IMPACT**

The cost of the MOU is approximately \$71,000 in fiscal year 2011-12 and an incremental \$285,000 in fiscal year 2012-13 for a cumulative \$356,000. The General Fund impact is \$229,000.

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Attachment #1 - Resolution Approving Memorandum of Understanding  
#2 - Memorandum of Understanding with SEIU, Local 721

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES OCCUPYING CLASSIFICATIONS REPRESENTED BY THE SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU LOCAL 721

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard the recommended Memorandum of Understanding with the Service Employees International Union, Local 721 (SEIU); and

WHEREAS, the Memorandum of Understanding contains negotiated and agreed-upon adjustments to wages, hours and terms and conditions of employment for employees occupying classifications represented by SEIU, Local 721; and

WHEREAS, the City Council has carefully reviewed the Memorandum of Understanding and finds that the approval and implementation of the Memorandum of Understanding is desirable in the interests of maintaining efficient municipal operations.

NOW THEREFORE, the City Council of the City of Oxnard resolves as follows:

That the Memorandum of Understanding between the City and SEIU, Local 721 is ratified and staff is directed to perform all acts necessary to implement its terms.

APPROVED AND ADOPTED this 10<sup>th</sup> day of July, 2012 by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTACHMENT NO. 1  
PAGE 1 OF 1

*MEMORANDUM OF UNDERSTANDING*

*between*  
*CITY OF OXNARD*  
*and*

*SERVICE EMPLOYEES INTERNATIONAL UNION*  
*LOCAL 721, CLC*

*CALENDAR YEAR 2012*

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*PREAMBLE*

This Memorandum of Understanding (MOU) is entered into by and between the City of Oxnard (City) and the Service Employees International Union CTW, CLC, Local 721, (SEIU Local 721), and represents the full and complete agreement of City and SEIU Local 721 for the term hereof concerning wages, hours, and terms and conditions of employment.

*ARTICLE 1*

*IMPLEMENTATION*

City staff agrees to recommend to the City Council and SEIU Local 721 representatives agree to recommend to its members the adoption and approval, respectively, of this MOU. City and SEIU Local 721 agree that this MOU shall not be binding, either in whole or in part, unless and until approved by the membership of SEIU Local 721 and duly adopted by the City Council.

*ARTICLE 2*

*RECOGNITION*

This MOU shall apply only to regular full-time and regular part-time employees to the extent provided for in Article 30, herein, occupying positions in the classifications specified as comprising the Professional, Technical & Administrative Support Unit (Unit). This MOU shall also apply to those limited benefit employees (LBEs) designated for inclusion in the bargaining unit pursuant to the stipulation entered into between the City and SEIU Local 721 in March 2009, a copy of which is attached to this MOU and incorporated herein by reference. Nothing in this MOU shall grant any additional compensation, benefit, term or condition of employment to any LBE which did not apply to the LBE prior to the effective date of this MOU unless specifically made applicable to LBEs by express provision of this MOU.

*ARTICLE 3*

*CITY RIGHTS*

SEIU Local 721 recognizes that City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, subject to this MOU. SEIU Local 721 recognizes that the City Manager and Department Directors have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this MOU. SEIU Local 721 recognizes that the exclusive rights of City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and Department Directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to

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determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

*ARTICLE 4*

*SEIU LOCAL 721 RIGHTS*

1. Release Time for Stewards

City agrees that the stewards of SEIU Local 721 have the right to paid release time for the time spent representing an employee under the grievance procedure and the disciplinary action procedure herein subject to the following:

a) SEIU Local 721 may designate up to twelve (12) Unit employees as stewards and shall in writing notify the City Manager and Human Resources Director of such designations. There shall be no obligation on City to change or adjust normal program scheduling or assignments of employees as a result of such designations. Employees may select a steward of choice from those twelve (12) Unit employees listed in the writing by the City Manager and Human Resources Director.

b) One such steward may, when SEIU Local 721 is designated in writing by an employee as his/her representative, attend mutually scheduled grievance or disciplinary action meetings and hearings with Department Directors without loss of pay or benefits. In no event shall the steward use this paid release time for any other purpose, such as gathering information, interviewing the subject employee or witnesses, or preparing a presentation.

c) City shall authorize stewards and/or officers to be able to attend employer-employee relations seminars. The stewards and/or officers may use available vacation leave or compensatory time off to account for the absence from work. Requests for attendance at such events must be submitted to the City Manager at least 10 working days in advance of the event, or the City Manager may deny the request.

2. SEIU Local 721 Staff Representatives

SEIU Local 721 staff representatives shall be admitted to the buildings and grounds of City during working hours for the purpose of assisting in the resolution of grievances or disciplinary actions, so long as such admittance will not interfere with any work operation or the safety and security of any work site. Such staff representatives will check in with a designated Division Manager and will be required to conform with the operational and safety regulations and procedures as directed by the Division Manager.

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### 3. List of Unit Employees

Biweekly, City shall provide SEIU Local 721 with a list of Unit employees and their membership status. Upon reasonable request, City will provide SEIU Local 721 with a list of Unit employees, their classifications and divisions, and updates as to transfers, promotions, new City employees, separations from service within the Unit, current address, and phone number.

### 4. Payroll Deductions/Membership Dues

a) City shall deduct from the biweekly paycheck of SEIU Local 721 members the regular periodic SEIU Local 721 membership dues (as certified in writing to the City Manager by an authorized official of SEIU Local 721), and the cost of regular periodic SEIU Local 721 sponsored insurance benefits pursuant to City's deduction authorization form, duly completed and signed by the Unit employee. City shall transmit such deductions biweekly to SEIU Local 721.

b) City shall deduct representation service fees from the paychecks of those employees subject to Section 5 herein and transmit promptly those fees to SEIU Local 721. Such deductions shall be made only when the Unit employee's earnings for a pay period are sufficient to pay such fees after other legally required deductions are made.

c) SEIU Local 721 agrees that City has no liability on account of any actions taken or not taken pursuant to this section.

### 5. Maintenance of Membership/Representation Service Fee

a) All Unit employees who on the effective date of this MOU are members of SEIU Local 721 and all employees who thereafter voluntarily become members of SEIU Local 721 shall maintain their membership in SEIU Local 721, subject to:

- 1) the right to resign from membership during the first seven-day period after the MOU is approved by SEIU Local 721 and ratified by the City Council;  
or
- 2) the right to resign from membership, and pay a representation service fee in lieu of membership dues, during the first seven calendar days of September of each year.

b) All Unit employees hired after October 19, 1996, who choose not to become members of SEIU Local 721 shall be required to pay to SEIU Local 721 a representation service fee. City agrees that becoming a member of SEIU Local 721 or signing up to pay the representation service fee shall be a condition to commence employment with City. The representation service fee represents the employee's proportionate share of SEIU Local 721's cost of legally authorized representation services on behalf of Unit employees in their labor relations with City. Such representation service fee shall in no event exceed the regular, periodic

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membership dues paid by Unit employees who are members of SEIU Local 721. SEIU Local 721 shall provide affected Unit employees with the financial information required by law.

c) The representation service fee arrangement provided by this section may be rescinded by majority vote of those voting in a secret ballot election in which all Unit employees are eligible to vote provided that:

- 1) a request for such vote is supported by a petition containing the signatures of at least thirty percent of Unit employees; and
- 2) the vote is taken at any time after November 15, 1997, but in no event shall there be more than one vote taken during any one City fiscal year.

d) The sufficiency of petitions shall be determined, and the election conducted by the State Mediation and Conciliation Service.

e) SEIU Local 721 shall make available to Unit employees required to pay a representation service fee under this section, at its expense, an escrow and administrative appeals procedure for challenging the amount of the fee that complies with the requirements of law.

f) SEIU Local 721 agrees to fully indemnify City and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of City under this section, and to reimburse City for its attorneys' fees and costs in defending against any such claims, proceedings or liability.

## 6. Meeting Locations

a) Upon request of SEIU Local 721, City may provide SEIU Local 721 with a location for a meeting to occur outside working hours of the attendees, provided such space is available and SEIU Local 721 complies with all City and department rules, policies, and directions. Such meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or his/her designee, and will indicate the date, time, and general purpose of the meeting for which the facilities are requested.

b) SEIU Local 721 understands and agrees that the City Manager, or his/her designee, may deny the request based on his/her judgment that the purpose of the meeting makes such use inappropriate.

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## 7. Bulletin Boards

a) City agrees that SEIU Local 721 may use designated bulletin boards or portions of boards. A copy of all material to be displayed upon a bulletin board shall be provided to the affected Division Manager or his/her designated representative. If the Division Manager objects to the contents of such material, he/she shall notify SEIU Local 721 staff. In such event, the materials shall not be placed on the bulletin board, based upon the Division Manager's objections, and, if an agreement cannot be reached between SEIU Local 721 and the Division Manager, the matter shall be referred to the Human Resources Director for resolution. Items that are to be placed on Citywide SEIU Local 721 bulletin boards are to be approved by the City Manager or designee prior to posting. For Citywide postings, individual Division Manager permission is not required. SEIU Local 721 is responsible for posting and removal of material upon the designated bulletin board and for the neat and orderly maintenance thereof.

b) SEIU Local 721 shall, with the approval of the City Manager, have the use of the City email for the purpose of communication of SEIU Local 721/City business such as scheduling joint meetings and appointments and informing members of possible tentative agreements.

## 8. Distribution of SEIU Local 721 Materials

SEIU Local 721 may distribute materials on City premises, at locations designated by the City Manager, before and after scheduled working hours or in non-work areas during scheduled working hours provided that both the employee distributing and the employee receiving such material are not on City time and so that such distribution shall not interfere with City operations.

## ARTICLE 5

### EMPLOYEE RIGHTS - PERSONNEL FILES

#### 1. Review of Personnel Actions

No evaluation of employee performance, salary action, resolution of grievance, or disciplinary action shall be placed in the personnel file of an employee without the employee being afforded a reasonable opportunity to read and to receive a copy of such material. The employee must acknowledge that he/she has read such material by affixing his/her signature to it. City understands that such signature does not necessarily indicate agreement by the employee of the content of the material. If the employee refuses to sign, the material shall be placed in his/her personnel file with an appropriate notation by the person filing the material.

#### 2. Personnel File Inspection

With the exception of confidential material, such as letters of reference, examination rating sheets, and employment background investigations, an employee shall have

the right to inspect the contents of his/her personnel file, or he/she may designate in writing a steward or SEIU Local 721 staff to inspect his/her file.

## ARTICLE 6

### PERS/PARS WAGES

#### 1. Payment of Employee's PERS Contribution

a) City shall pay that portion of each Unit employee's contribution to the Public Employees Retirement System (PERS) equal to seven percent of the wages upon which the employee's retirement contributions are computed. (This section applies to employees in y-rated positions.) This payment shall not be considered wages by City but shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code.

b) City shall provide in its contract with PERS for all Unit employees a 2 percent (2%) at age fifty-five (55) and highest consecutive twelve-month period retirement formula.

c) City shall provide in its contract with PERS the Fourth Level Survivor Benefit and Military Service Credit for Unit employees.

d) City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) City's payment of required employee retirement contributions to PERS.

#### 2. Payment of Employee's PARS Contribution

a) City shall provide to all Unit employees Public Agency Retirement System (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.

b) The City's total contribution to PARS on behalf of Unit employees shall be equal to six percent (6%) of the wages upon which the Unit employee's retirement contributions are computed.

c) City shall report to PARS as compensation earnable pursuant to California Government Code section 20636(c)(4) City's payment of required employee retirement contributions to PARS.

#### 3. Definition of Base Wages

Base wages shall mean the hourly rate of pay earned by an Unit employee within a salary range assigned by City to the classification occupied by the employee. Base wages does not include longevity pay, educational incentive award, overtime pay, standby pay, bilingual pay,

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cafeteria plan monies or other additional payments earned by an employee pursuant to this MOU.

## ARTICLE 7

### SALARY PLAN

#### 1. Original Appointment of Unit Employee

City agrees that the beginning base wages of an employee upon original appointment to a classification within the Unit shall be no less than the minimum designated base wages for that classification.

#### 2. Promotions

a) In the event a Unit employee is promoted from one classification to another, the beginning base wage shall be at least five (5) percent greater in amount than the employee's current base wage. However, the new base wage shall in no event be greater in amount than the maximum base wage of the higher classification to which the employee is promoted, regardless of percentage of increase.

b) Unit employees entering the following professional classification series after July 1, 1986, will not be eligible for flexible staffing:

- 1) Accountant (Junior, I, II)
- 2) Civil Engineer (Junior, Assistant, Civil)
- 3) Crime Analyst (I, II)
- 4) Housing Accountant (I, II)
- 5) Librarian (I, II)
- 6) Planner (Junior, Assistant, Associate)
- 7) Traffic Design Engineer (Junior, Assistant, Traffic Design)

c) The City shall endeavor to fill posted positions that fall within the bargaining unit covered by SEIU Local 721, which are included in the City's current classification plan, as long as the applicants meet all the minimum qualifications for the position and meet and/or pass whatever testing may be given to fulfill requirements for the position, in the following order:

- 1) Regular full-time employees;
- 2) Regular part-time employees;
- 3) Limited benefited employees.

#### 3. Merit Increases for Exceptional Performance

When the City Manager determines, based on a recommendation of a Department Director, that a Unit employee has demonstrated an exceptional level of job performance and

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efficiency in his/her position, the City Manager may increase the base wages for that employee to any amount within the salary range established for the classification. An exceptional merit increase request by a Department Director shall be submitted to the City Manager on a City form and the Department Director shall send a copy of the request to SEIU Local 721.

4. Payroll Period - Biweekly

Unit employees shall accrue sick leave and vacation leave and be paid base wages on a biweekly basis. The payroll checks for each pay period shall customarily be issued to authorized representatives of City departments not later than the 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 end of the prior workday.

5. Pay on Separation from Service

When a Unit employee is separated from service, all wages and benefits then due such person from City service, that are under City's control, shall be paid within ten (10) working days of such separation subject to the person completing the checkout process.

6. Salary Plan

The parties agree that Unit employees shall receive an across-the-board one-time increase to base wages in the amount of one and one half (1.5%) percent retroactive to April 1, 2012.

*ARTICLE 8*

*LONGEVITY PAY*

Unit employees who have completed five (5) regular full-time years of service shall be paid a sum equal to one (1%) percent of the base wages paid to the employee. Employees who have completed ten (10) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of two (2%) percent of the base wages paid to the employee. Employees who have completed fifteen (15) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of three (3%) percent of the base wages paid to the employee. The additional payment for longevity of service shall be made at each time any installment of base wages is made to the employee.

*ARTICLE 9*

*OVERTIME COMPENSATION*

1. Entitlement to Compensation

When an Unit employee is assigned and works beyond forty (40) hours per designated one hundred sixty-eight (168) consecutive hours work period, the employee is entitled to overtime compensation.

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2. Leave as Time Worked for Overtime Compensation

Duly authorized paid holiday leave, vacation leave and sick leave shall be considered as time worked for the purposes of determining an employee's eligibility for overtime compensation. All other duly authorized paid leave time shall not be considered as time worked for the purposes of determining an employee's eligibility for overtime compensation.

3. Authorization of Overtime Work

A Unit employee shall be compensated for overtime work only if assigned to such work by an authorized representative of City. The offer to work overtime shall first be made to regular full time Unit employees.

4. Regular and Overtime Compensation

a) A Unit employee's regular rate of pay shall include base wages, longevity pay, educational incentive award, bilingual pay, shift differential pay and standby pay.

b) A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest tenth of an hour.

c) Unit library employees who work on Sunday shall receive pay at one and one-quarter (1.25) times the regular rate of pay for all hours actually worked on Sunday unless otherwise entitled to the higher rate of pay per Section 4(b) above.

d) In lieu of cash payment for overtime hours worked, a Unit employee may request to accrue compensatory time-off credits at the rate of one and one-half (1.50) hours, credit for each overtime hour worked, up to a maximum accumulation of one hundred (100) hours, subject to the approval of the City Manager or designee. The request for compensatory time-off credits must be made at the time the overtime is worked.

e) Use of compensatory time-off credits in excess of forty hours (40) are subject to being scheduled by the employee's Division Manager with a seven (7) calendar day advance notice to the employee by the Division Manager.

f) City shall cash out all compensatory time-off credits of an employee over forty (40) during the last pay period in the City fiscal year. Unit employees may request that the forty-hour limit for compensatory time-off credits be increased up to a maximum of one hundred (100) hours. Employee requests to exceed the forty-hour (40) limitation shall be subject to the approval of the City Manager.

g) Employee use of compensatory time-off credits shall be subject to approval and scheduling by the Division Manager.

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h) If a staff or City meeting that a Unit employee is expected to attend is scheduled for a time other than during the Unit employee's regular work schedule, the Unit employee shall, with the Unit supervisor's permission, work the time between the end of the regular work schedule and the City meeting and receive overtime, compensatory time off, or an adjustment to the Unit employee's regular work schedule on the following workday.

#### ARTICLE 10

##### STANDBY PAY

When a regular full-time Unit employee is ordered to remain at home to be available for immediate emergency call back to work at times that the employee is not otherwise scheduled to be nor is on duty, the employee shall be compensated for such standby hours that he/she remained at home at sixty-six (.66) cents per hour. Notwithstanding anything else to the contrary, an employee on standby status on a holiday designated in Article 29 of this MOU shall be paid at the employee's regular rate of pay during his/her normal shift hours for being "on duty" plus eight (8) additional hours added to his/her vacation leave. In addition, the employee shall receive an additional one-half (.5) times regular pay for all hours called back to work on the holiday if assigned to standby duty.

#### ARTICLE 11

##### CALL-BACK PAY

A Unit employee called back to work after leaving work from a shift or called back to work while on standby status shall be entitled to a minimum of two (2) hours of overtime compensation. During these times the employee is entitled to pay under this Article, he/she shall not be credited with standby pay under Article 10.

#### ARTICLE 12

##### COMPENSATION FOR NIGHT WORK

Those regular full-time Unit employees who work fifty percent (50%) or more of their work shift between 6:00 p.m. and 7:00 a.m. shall receive a five percent (5%) increase in base wages for the entire shift worked.

#### ARTICLE 13

##### BILINGUAL PAY

###### 1. Rate of Bilingual Pay

A regular, full-time Unit employee may receive bilingual pay at the rate of twenty dollars (\$20.00) biweekly to the extent the employee is required to provide bilingual services as determined by the City Manager or designee. Bilingual pay shall also be applicable to limited benefit employees working forty (40) hours per work week.

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## 2. Conditions for Receipt

Bilingual pay shall be paid subject to the employee satisfying the following conditions:

a) The employee's position has been designated by the City Manager or designee as one qualifying for bilingual pay on the basis that:

- 1) The predominant and primary focus of the position is to communicate in person or by telephone with members of the public in connection with providing City services and the employee on a regular ongoing basis in the course of carrying out usual job duties, is called upon to utilize Spanish in communicating with the members of the public, or
- 2) On a regular, daily basis the employee is called upon by the City to provide Spanish/English interpretation or translation services for other City employees in connection with the performance of the usual job duties of such other employees.

b) The employee is determined by the City Manager to be fluent in both Spanish and English and the employee possesses and displays a sensitivity for the cultural needs of the City's Spanish speaking population.

## ARTICLE 14

### OUT-OF-CLASS PAY

#### 1. Conditions for Receipt

A Unit employee who is temporarily required to serve in a regular authorized position in a classification with a higher salary range (higher classification) than the employee currently serves in shall be compensated at the higher base wages in accordance with the following terms and conditions:

a) To be eligible for higher base wages, the Unit employee must first serve in the higher classification for more than forty (40) consecutive hours.

b) Temporary assignments to higher classifications shall be recorded only in full shift units. No out-of-class pay shall be given for out-of-class work of less than an eight-hour shift.

c) The Unit employee must be assigned to assume the majority of duties and responsibilities of the higher classification.

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d) The employee's time worked in a higher classification shall not be counted toward the completion of probationary requirements in the higher classification.

## 2. Conditions for Non-Authorization

Out-of-class pay is not authorized, for example, if the organization of a division is such that each Unit employee carries on his/her usual job duties during the temporary absence of a Division Manager, without the direction which the Division Manager would provide on a longer term basis.

## 3. Amount of Out-of-Class Pay

A Unit employee satisfying these terms and conditions shall be compensated at the minimum base wages established for the higher classification for each completed work shift served in the higher classification after serving in the classification for more than forty (40) consecutive hours, or five percent (5) above the employee's base wages, whichever is greater. However, in no event shall the employee receive an amount greater than the base wages for the maximum step for the higher classification.

# ARTICLE 15

## DEFERRED COMPENSATION

Unit employees shall continue to have the right to participate in a deferred compensation program so long as such program is offered by City.

# ARTICLE 16

## TUITION REIMBURSEMENT

### 1. Amount of Reimbursement/Conditions

City shall pay up to one hundred percent (100%) of the costs of tuition, registration fees, laboratory fees, and books to a maximum of one thousand (\$1000) dollars per employee per City fiscal year for work-related courses presented by accredited academic institutions, subject to the following conditions:

a) Only full-time Unit employees shall be eligible for reimbursement.

b) Courses that qualify for this reimbursement are those that directly relate to the employee's duties with 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. Certificate and vocational courses shall be reimbursable under this section.

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

d) There shall be no obligation for City to reschedule the work hours of any employee to facilitate attendance at any course of study.

e) To receive reimbursement, the Unit employee must file a claim, with the Human Resources Department, within thirty (30) days of receipt of a passing grade as described in subsections (a) and (b) above. City shall reimburse the Unit employee within forty-five (45) days of the submission of the approved claim.

f) Any non-reimbursed portion of a Unit employee's tuition and fees reimbursement may be carried over, by the employee, to the following fiscal year to be used to reimburse any non-reimbursed portion of the tuition and fees expense incurred by the Unit employee.

## 2. Limits on City's Obligations

City assumes no obligations other than those expressly provided for in this Article, nor does City assume any liability that might relate to an employee's voluntarily pursuing course work which may entitle him/her to reimbursement under this Article.

# ARTICLE 17

## PERSONAL PROPERTY REIMBURSEMENT

### 1. Conditions for Reimbursement

Through no fault of their own, when employees have an item of personal property damaged or stolen while in the performance of City Unit, 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 Director. Such claim must be filed within five (5) working days after the loss occurred.

### 2. Amount of Claim

The minimum claim shall be for ten dollars (\$10) per loss. Claims of under 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.

### 3. Level of Reimbursement

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a) 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.

b) 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.

c) 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.

#### 4. Exclusions

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

### ARTICLE 18

#### EDUCATIONAL INCENTIVE AWARD

##### 1. Requirements

Unit employees shall be eligible to receive an educational incentive award, in addition to base wages, for educational attainments not specifically required by the Unit employee's classification pursuant to the official class specifications maintained by the Human Resources Department: The educational incentive award shall be related to the attainment of the following degrees:

- a) Associates in Arts/Science Degree - two and one-half percent (2.5%)
- b) Bachelor's Degree - three percent (3%)
- c) Graduate Degree - three and one-half percent (3.5%)

##### 2. Limitations

Unit employees eligible for an educational incentive award shall be entitled to receive only one level of educational incentive award for the highest degree attained. Incentive awards shall be granted pursuant to this article only after submission by the employee of appropriate documentation to the Human Resources Department. Unit Employees who are receiving educational incentive awards under the City's award program as of July 3, 2004, shall not receive a lesser percentage award under this program than the employee received under the previous program.

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ARTICLE 19

MILEAGE COMPENSATION

1. Reimbursement Required

When Unit employees 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.

2. Claim Procedure

Unit employees shall make claims for mileage compensation in accordance with a periodic schedule specified by City. The employee shall submit the claim to the Division Manager on the designated City form, duly completed and signed by the employee.

3. Insurance for Regular Users

Unit employees who are regular users of personal vehicles shall be compensated at the rate of one and one-half cents per mile above the mileage rate authorized by the Internal Revenue Code, and shall have in effect and have submitted to City a copy of a certificate of automobile insurance confirming that the insurance policy provides no less than one hundred thousand dollars (\$100,000) public liability/property damage coverage, and that the policy names City as an additional insured. Regular users of personal vehicles means Unit employees who are required by City, in the performance of their duties, to drive their personal vehicles on a regular, continuing and usual basis, and in fact so use their vehicle.

4. Reimbursement for Other than Regular Users

Unit employees who are not regular users of personal vehicles but otherwise qualify under Section 1, and otherwise meet the provisions of this Article, shall be compensated at the mileage rate authorized by the Internal Revenue Code.

ARTICLE 20

UNIFORM ALLOWANCE

City shall provide uniforms, or portions of uniform costs, or uniform service, to each employee required by City to be "uniformed". Employees designated as uniformed are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by the employee.

ARTICLE 21

INSURANCE

1. Health Insurance

The City shall, as required by State law, contribute to payment of the cost of a Unit employee's health insurance provided by the Public Employees Retirement System.

2. Life Insurance

City shall continue to pay one hundred percent (100%) of the current premium for employee-only coverage under the existing level of benefits for life insurance.

3. Long-Term Disability Insurance

City agrees to maintain an SEIU Local 721 administered long-term disability (LTD) insurance plan for Unit employees. Effective November 10, 2000, City shall pay the cost of the LTD plan subject to a maximum cost of .35% of Unit employee's base wages. If the cost exceeds .35% of Unit employee's base wages, City and SEIU Local 721 shall meet to develop a fair method to distribute the additional cost to Unit employee's Cafeteria Plan monies. SEIU Local 721 shall hold City harmless on any issues related to the LTD insurance plan.

4. Dental Cafeteria

City shall contribute the sum of thirty-four dollars and twenty-five cents (\$34.25) biweekly to the Unit employee's dental insurance program for dental programs provided by the City.

5. Cafeteria Plan

During the term of this MOU the City shall contribute \$719.36 per month per bargaining unit employee towards the employee's Cafeteria Plan allocation.

6. Limited Benefit Employees (LBEs)

LBEs shall be eligible to purchase health insurance offered by the City through the City at no cost to the City and without any City obligation to cover any costs incurred by the LBE. Further, the City has no obligation to intervene on behalf of the LBE regarding any problems or issues the LBE may have with the insurer.

ARTICLE 22

VACATION LEAVE

1. Accrual

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Full-time Unit employees shall earn vacation leave for each biweekly pay period of service or major fraction thereof, as set forth in the following table:

<b>Years of Service</b>	<b>Vacation Credit for Full-Time Service Hours Per Biweekly Period</b>	<b>No. of Hours of Vacation Earned for 26 Pay Periods</b>
Less than 5	4.39	114.14
5 but less than 6	5.00	130.00
6 but less than 7	5.31	138.01
7 but less than 8	5.62	146.02
8 but less than 9	5.92	154.00
9 but less than 10	6.23	162.01
10 but less than 11	6.54	170.01
11 but less than 12	6.85	178.00
12 but less than 13	7.15	186.00
13 but less than 14	7.46	194.02
14 but less than 15	7.77	201.99
15 or more	8.08	210.00

## 2. Scheduling

Accrued vacation leave may be taken at one time, or may be taken several days at a time. The vacation leave is to be scheduled between the Unit employee and the Division Manager in such a manner that the employee's absence will not impair division operations.

## 3. Carrying Forward

Ordinarily, vacation leave shall be taken as earned or within the calendar year following the year that vacation leave is accrued. However, vacation leave may be carried forward to the following calendar year in accordance with the following provisions:

a) The maximum amount of vacation leave an employee may carry forward as of the last complete pay period in the calendar year shall not exceed twice the number of hours of vacation leave that the employee currently earns in twenty-six (26) biweekly pay periods.

b) The City Manager may waive the maximum amount of vacation leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.

## 4. Additional Vacation Leave in Lieu of Sick Leave

At the end of the last complete pay period of each calendar year, one-half of any of that calendar year's accrued but unused sick leave in excess of the six hundred (600) hour authorized maximum sick leave accumulation may be converted by the employee in accordance

with Article 23, Section 3, to vacation leave, effective the first pay period of the next calendar year.

#### 5. Redemption

After five (5) regular full-time years of service, an employee may receive pay in lieu of up to forty (40) hours of vacation leave once during each calendar year. After ten (10) regular full-time years of service, an employee may receive pay in lieu of up to eighty (80) hours of vacation leave once during each calendar year. After fifteen (15) regular full-time years of service, an employee may receive pay in lieu of up to one hundred (100) hours of vacation leave once during each calendar year. All requests hereunder must be made by the employee in writing on a City form, and submitted to the General Accounting Division (payroll) during the month of July or the month of December.

#### 6. Severance Pay

Any employee who leaves the service of City shall be paid for accrued vacation leave to which the employee is otherwise entitled at his/her then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

#### 7. Injury or Sickness During Vacation Leave

When an employee is injured or becomes sick while on authorized vacation leave and is committed to a hospital or confined to a bed by a physician, the employee may exchange sick leave on an equal time basis for vacation leave in accordance with the following provisions:

a) Upon such injury or sickness, or as soon thereafter as is reasonably practical, the employee must notify the Division Manager of the injury or sickness.

b) The employee must, upon return to work, provide to City a declaration from the attending medical provider confirming the injury or sickness that must include a notation as to the number of days that the employee would have been unable to work.

c) If the employee's injury or sickness continues, or is expected to continue, beyond the currently approved vacation leave, the employee shall notify the Division Manager as soon as he/she has knowledge of the need for sick leave beyond the end of the vacation leave. In any event, the employee shall notify the Division Manager no later than the start of the shift on the day the employee is scheduled to return to work from the vacation leave.

### ARTICLE 23

### SICK LEAVE

#### 1. Accrual

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Full-time Unit employees earn three and seven-tenths (3.7) hours of sick leave for each biweekly pay period of service or major fraction thereof.

## 2. Maximum Limit

An employee may accumulate sick leave without maximum limit but in no event shall City have any liability for cash-out or conversion of hours in excess of six hundred (600) except as otherwise provided below.

## 3. Conversion to Vacation Leave

During the last full pay period of December, each Unit employee may elect to convert to vacation leave any unused sick leave earned during the preceding twenty-six pay periods which exceed the six hundred (600) hour maximum. City shall convert the employee's sick leave to vacation leave by dividing the sick leave to be converted by two and crediting the sum as vacation leave. If an employee does not exercise this conversion option, he/she shall retain those hours in excess of six hundred (600) for the sole purpose of utilization while sick or injured and shall not be eligible for any further cash-out or conversion with respect to such hours.

## 4. Notification to Division Manager

a) If a Unit employee is absent because of injury or sickness, he/she is required to notify the Division Manager of such injury or sickness at least thirty (30) minutes before the shift begins, or within one-half hour after the start of the shift if there is not a scheduled employee designated to take the call before the start of the shift.

b) Sick leave requests for absence beyond three (3) days may require documentation by a licensed physician or other means of verification acceptable to certify the appropriateness of leave.

c) When absences are properly scheduled with the Division Manager, leaves of absence for necessary dental, optical, or other medical attention shall be considered as sick leave.

## 5. Pregnancy

The benefits of this Article apply to disability caused by pregnancy.

## 6. Penalty for Abuse

Sick leave is a Unit employee's privilege and not an absolute right. Violations of sick leave privilege will result in disciplinary action including loss of pay. An employee may be counseled by the employee's supervisor, regarding the employee's absence(s), if any of the following occur:

- a) The employee exceeds 96.2 hours of absence, for any reason, during one (1) fiscal year;
- b) There is a pattern of absences by the employee such as, but not limited to, on days before or after holidays, or on days before or after weekends; or
- c) The employee's supervisor reasonably believes the employee is misusing sick leave.

Such counseling shall take place to help the employee's supervisor understand the circumstances surrounding the absence(s) and/or to assist the Unit employee as needed.

#### 7. Payment Upon Separation from Service

City will redeem fifty percent (50%) of accumulated, unused or unredeemed sick leave, not to exceed six hundred (600) hours, upon death, retirement or separation from service to those employees with a minimum of five (5) years regular full-time service. Redemption of these sick leave hours will be paid at the employee's then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

#### 8. Light Duty

City and SEIU Local 721 agree to implement a light-duty program. Specific guidelines for light duty shall be included in City of Oxnard Administrative Manual.

#### 9. State Disability Insurance

Employees who are totally temporarily disabled (TTD) from working due to non-job related health conditions and are eligible for State Disability Insurance (SDI) benefits may draw down on their bank of accrued unused vacation leave to the extent necessary so that the total of their SDI benefit and their vacation leave payment equals, but does not exceed, their regular gross salary. This apportionment may continue only while the employee is TTD and until the employee's vacation leave accrual is exhausted.

### ARTICLE 24

#### LEAVE OF ABSENCE WITHOUT PAY

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

*ARTICLE 25*

*BEREAVEMENT LEAVE*

1. Conditions

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

2. Notice to Division Manager

The employee immediately on return from bereavement leave shall furnish to the Division 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 26*

*JURY/WITNESS DUTY*

1. Conditions

If an Unit employee is called for jury duty or is subpoenaed as a witness in litigation in which he/she is not a party, he/she shall be granted a leave of absence with pay provided that:

a) The Division Manager has been notified by the employee of the jury duty summons or witness subpoena.

b) The Division Manager could not obtain an excuse for the employee from serving on the jury or as a witness, in those instances where the employee could not be conveniently spared from his/her City duties at the time.

c) The employee refunds to City fees received for jury duty or witness service except travel and actual expense reimbursement as follows:

- 1) An employee summoned for and assigned jury duty for five (5) days or less may retain the jury service fee paid for jury service.
- 2) An employee summoned for and assigned jury duty for five days or less may decline payment of the jury service fee.

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- 3) An employee summoned for and assigned jury duty for six (6) or more days is required to accept the payment for jury service and to refund to the City Treasurer all fees for jury service except travel reimbursement.

2. Amount Limited

The leave of absence with pay for witness duty is limited to twenty-four (24) hours in any calendar year.

### *ARTICLE 27*

#### *MILITARY LEAVE*

Unit employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code.

City agrees to comply with the California Military and Veterans Code provisions, the federal 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 28*

#### *INDUSTRIAL DISABILITY COMPENSATION*

1. Entitlement

An employee incapacitated for work because of an injury or sickness arising out of and suffered in the course of City employment is entitled to City industrial disability compensation as provided herein.

2. Amount

During the period that any Unit employee is temporarily disabled, the employee shall receive City industrial disability compensation equal to seventy-five (75%) percent of his/her base wages plus any longevity pay, educational incentive award, and bilingual pay for the period of his/her temporary disability, but not to exceed a total period of twenty-six (26) weeks for any one injury or sickness nor twenty-six (26) weeks per twelve (12) consecutive months for all injuries or sickness.

3. Condition of Eligibility

As a condition of receiving such industrial disability compensation, the employee shall assign to City all temporary disability payments for industrial disability compensation or rehabilitation. An employee who is temporarily disabled shall not be considered to be in a City service status for the purpose of accruing paid leave benefits.

#### 4. Cessation of Benefits

Industrial disability compensation shall cease when the City Manager determines on the basis of medical evidence that the employee is no longer temporarily disabled. The employee shall have the right to submit written medical evidence secured by the employee to the City Manager for the City Manager's consideration before the City Manager makes such determination; so long as such submission is made by the employee on a timely basis as determined by the City Manager. City assumes no expense or liability in connection with such voluntary submission by an employee. The City Manager's determination shall be adjusted to conform to any decision of the Workers Compensation Appeals Board as to when the injury becomes permanent and stationary.

#### 5. Conversion of Other Leave

If an employee is temporarily disabled and unable to return to work on account of such temporary disability after the maximum period provided for in Section 2 above, the employee may elect to convert accumulated sick leave, accumulated vacation leave, or both, into supplementary industrial disability compensation. The amount of leave that may be converted is that amount which will provide supplementary disability indemnity benefits to afford a combined total amount equal to the employee's base wages plus any longevity pay, educational incentive award, and bilingual pay during the period of temporary disability.

#### 6. Report of Injury or Sickness

In the event of an injury or sickness occurring at work, a report of the injury or sickness must be made by the employee to his/her Division Manager without delay. Report of an injury or sickness is mandatory for eligibility to receive benefits provided in this section. When the employee returns to work, a copy of a medical provider's release must be submitted to the Division Manager.

### ARTICLE 29

#### HOLIDAY LEAVE

##### 1. Designation of Holidays

###### a) City shall observe the following holidays:

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 (by Presidential proclamation, usually the fourth Thursday in November)  
Christmas Eve Day or New Year's Eve Day  
Christmas Day (December 25<sup>th</sup>)

b) Unit employees shall receive either Christmas Eve Day or New Year's Eve Day as a City observed holiday as scheduled and approved by the Unit employee's Division Manager.

## 2. Supplementation of Holiday Leave

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

## 3. Thanksgiving Holiday Leave

a) City will be administratively closed on the day after Thanksgiving Day. If the day after Thanksgiving Day is not a closed Friday on City's work schedule, City will adjust its work schedule to be open on the Friday immediately preceding Thanksgiving Day and will be closed on the Friday after Thanksgiving Day. City will return to the regular work schedule on the following Friday.

b) A change in an employee's work schedule pursuant to this section will not result in any overtime compensation obligations for City.

## 4. Holidays on Weekends

a) City-observed holidays which fall on Sunday shall be observed on the following Monday. City-observed holidays which fall on a Saturday shall be observed on the preceding Friday.

b) Employees who are in paid status on the day that a holiday occurs shall be granted time off, or compensatory time-off, or overtime compensation as appropriate.

# ARTICLE 30

## PART-TIME EMPLOYEES

Part-time Unit employees shall be entitled to the wages and benefits (including paid leaves) provided for in this MOU in a pro-rated amount of one-half (.5) or three-quarters (.75), based on such proportion of full-time service as is specified by City for the part-time position. However, part-time Unit employees are not entitled to any benefits under Article 8, Longevity Pay, Article 12, Bilingual Pay; and Article 18, Educational Incentive Award Program. Under Article 7, Section 2, Adjustment in Rate of Base Wage, the required periods for advancement shall be extended so as to equate to the hours worked factors specified for full-time employees.

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Part-time Unit employees shall receive a pro-rated Cafeteria Plan amount specified in Article 21, Section 5, less the amount previously provided for dental insurance (\$34.25 biweekly). In addition, part-time Unit employees shall not be eligible for any benefits under Article 21, Insurance, for which they are not eligible due to the conditions of City's insurance plan (such as dental coverage).

### ARTICLE 31

#### HOURS OF WORK

The work schedule for regular full-time Unit employees shall consist of eighty (80) hours during a fourteen (14) day pre-established pay period. The City shall provide at least five days notice of any change in shift.

### ARTICLE 32

#### TRANSFER

##### 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 position transferred to. Where positions have the same duties, pay rate and/or position title, the probationary period shall be no more than six months. Where pay rates are the same but duties may vary or require other knowledge and/or experience, the supervisor and transferring employee shall agree to a probationary period that may be extended up to twelve months after a review occurring before six months after the transfer.

### ARTICLE 33

#### RESIGNATION

##### 1. Advance Notice

An employee may resign from City service at any time. An employee resigning from City service, however, shall give a minimum of two (2) weeks notice to his/her Division Manager in order to enable City to make proper provisions for filling his/her position. If the

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employee fails to provide at least two (2) weeks notice, City may enter on the employee's service record the statement, "Released with Prejudice."

## 2. Forfeiture of Privileges

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

## 3. Reinstatement

Any employee who has resigned from City service may apply for reinstatement within one year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation. The employee will have no other rights, privileges, or benefits accrued by him/her in his/her previous employment. This section will not apply to reinstatement after military service.

# ARTICLE 34

## REDUCTION IN FORCE

### 1. Definitions

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

b) For purposes of this Article, Displacement Rights is defined as those rights accruing to regular employees only. These rights, commonly referred to as bumping rights, allow a laid off employee to displace another employee currently occupying a position in a classification previously held by the laid off employee in the manner specified under the section entitled Displacement Rights and contained in this Article.

### 2. Alternatives to Reduction in Force

The City Manager may, after consultation with SEIU Local 721 as required by law, consider alternative actions in order to minimize reductions in force.

### 3. Suspension of Vacation Redemption/Wage Increases

The City Manager may suspend Article 22, Section 5 Vacation Redemption for a period of time not to exceed fifty-two (52) pay periods. In addition, the City may defer any negotiated wage increases for a period of time not to exceed fifty-two (52) pay periods.

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#### 4. Procedure for Reduction in Force

The City Manager will identify those classifications within departments to be reduced which will minimize the impact on the continued effectiveness of that department and will meet the necessary reduction in force requirements as determined by the City Manager.

#### 5. Notification

a) All Unit employees to be laid off will be given written notice by the City Manager of the effective layoff date no less than ten (10) working days before the effective date of the layoff. Such notice will be hand delivered or sent by certified mail.

b) The written notice shall inform the employee of his/her displacement rights and reinstatement or reemployment rights.

#### 6. Order of Layoff

Once the classifications to be reduced have been identified, the City Manager shall determine the employee(s) in the identified classification(s) to be laid off in the following order: Flex-staffed classifications shall be considered as one classification for the purpose of reduction in force.

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 who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff received disciplinary action amounting to a suspension of more than forty (40) hours, or a demotion.

e) An employee who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff has had his/her merit increase withheld for reasons of unsatisfactory job performance.

f) Employees serving a promotional probationary period with the least continuous City Length of Service.

g) Employees with the least continuous City Length of Service.

h) 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 Manager.

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## 7. Displacement Rights

Regular Unit employees who are designated to be laid off and have previously held regular status in another classification may displace employees occupying positions in the previously held classification provided that the employee exercising the displacement privilege has greater continuous City Length of Service than the employee currently in the classification to which the employee is seeking a position. If the employee did not complete a probationary period in the previously held classification, then no displacement rights accrue to that employee for that classification. Conditions which affect displacement rights are as follows:

a) An Unit employee's displacement rights shall be calculated to each previously held classification in reverse of the order in which the employee was employed until a displacement right is determined or the City Manager determines that no displacement right exists. An employee does not have displacement rights to a classification if the employee vacated the classification as a result of a disciplinary action.

b) The employee exercising the displacement right will displace employees in previously held classifications in the same order as specified in Section 6. However, an employee identified to be laid off as a result of Section 6d or 6e criteria and who exercises displacement rights shall not have Section 6d or 6e criteria applied to them for the same offense in a subsequent reduction in force involving a new classification.

c) An Unit employee must exercise his/her displacement right within nine (9) working days after receipt of the notice of layoff, by written request to the City Manager. If the displacement right is not exercised within the specified time period, the right is automatically forfeited.

## 8. Demotion

a) Upon request of an Unit employee, and with the approval of the City Manager, an employee who has not held regular status in a classification may be allowed to demote to a vacant authorized position in the same department if he/she meets all the requirements of the classification as determined by the City Manager.

b) All Unit employees who are demoted 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 employee 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 employee's base wage prior to demotion.

c) Any employee subject to a demotion who has not previously completed the probationary period in the classification to which the employee is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

## 9. Transfer

a) The City Manager may transfer an Unit employee to a vacant authorized classification if the employee is qualified and technically capable of performing the duties as determined by the City Manager.

b) An Unit employee who is transferred will be paid base wages equal to the employee's base wages prior to transfer. Any such employee who does not accept a transfer within five working days after notice of transfer is given will have automatically forfeited his/her ability to transfer to that classification.

c) Any Unit employee subject to a transfer who has not previously completed the probationary period in the classification to which the employee is transferred shall serve the applicable probationary period without credit for the earlier service in classification.

## 10. Reinstatement of Employees Demoted As a Result of a Reduction in Force

An Unit employee who is demoted as a result of a reduction in force shall have his/her name placed on a classification reinstatement list, in the order of the City Length of Service. Vacant positions within a classification series shall be first offered to employees on this reinstatement list.

## 11. Reemployment of Employees Laid Off as a Result of a Reduction in Force

An Unit employee who is laid off and who held regular Unit employee status at the time of layoff shall have his/her name placed on a reemployment list for classifications in which the employee previously held regular status and for classifications at the same or lower salary range for which the employee qualifies in the order of the City Length of Service. Vacant positions in such classifications will be offered to employees on the reemployment list after employees on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

## 12. Duration of Reinstatement and Reemployment Lists

The Unit employee's name shall remain on the reinstatement list and reemployment list for a period of two years from the date of demotion or layoff. An employee not responding to written notification of an opening within nine working days shall have his/her name removed from either the reemployment list or reinstatement list.

## 13. Restoration of Benefits Upon Reemployment Following a Reduction in Force

Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored:

a) Prior sick leave accruals unless previously compensated for sick leave accruals in accordance with Article 23, Section 7.

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b) Seniority at time of layoff for purposes of determining merit increases, vacation leave accrual and future layoff priority.

c) Base wages paid to an employee 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 employee held at the time of layoff. If the employee chooses to be reemployed in a classification which has a salary range lower than the classification from which he/she was laid off, then the base wages shall be those at the step in the lower salary range that is closest to his/her base wages immediately prior to layoff, then the employee shall receive the maximum base wages provided in such salary range.

d) City desires to have contained in the reduction in force procedure a consideration of an employee's performance as a criteria in determining the order of layoffs. Therefore, upon the request of City, SEIU Local 721 agrees to meet and confer with City staff in good faith to negotiate the inclusion of the employee's performance as a criteria in the reduction in force policy. The fact that such negotiations may occur during the period in which a memorandum of understanding between any of the parties is in effect shall not affect the parties obligation to meet and confer.

#### 14. No Credit for Earlier Service in Classification

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

### ARTICLE 35

#### STRIKES OR LOCKOUTS

##### 1. No Strike Commitment

SEIU Local 721 agrees that City services directed by City shall be maintained unimpaired. SEIU Local 721 shall not cause, condone, counsel or permit its members, or Unit employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the customary functions and procedures of City's operations.

##### 2. Notification of Breach

Should any Unit employees represented by SEIU Local 721, breach this obligation, the City Manager shall immediately notify SEIU Local 721 that a prohibited action is in progress.

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### 3. Return to Work Order

SEIU Local 721 shall forthwith in good faith, through its executive officers and other authorized representatives, disavow the strike or other prohibited action, shall order its members orally and in writing to immediately return to work and/or cease the prohibited activity, and provide the City Manager with a copy of its order, with a declaration as to service on such employees; or, alternatively, accept the full responsibility for the strike or other prohibited activity.

### 4. Actions Against Employees/Remedies

The City Manager reserves the right to take actions against Unit employees who violate this Article. Such actions may include discipline up to and including discharge, loss of all wages and benefits, including seniority, during the period of such prohibited activity, and any other available administrative and legal actions. Should SEIU Local 721 breach its obligations, or any of them under this Article, SEIU Local 721 agrees that City Manager may invoke all legal and administrative remedies available.

### 5. No Lockouts

City agrees not to lockout Unit employees.

## ARTICLE 36

### OTHER-THAN-CITY EMPLOYMENT

#### 1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment (outside employment) by Unit employees, particularly where there exists a potential that such employment would impair an employee's ability to perform his/her City duties.

#### 2. Prohibiting Conditions

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

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

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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 37*

*GRIEVANCE PROCEDURE*

1. Definition of Grievance

a) A "Grievance" is an allegation by a Unit employee claiming that he/she has been adversely affected by a violation of the specific express terms of this MOU, or such of the Personnel Rules and Regulations that are within the statutory scope of representation, and for which there is no specific method of review provided by federal, State or local law.

b) A grievance is also a claim by a Unit employee that a letter of reprimand was issued to him/her by City without legitimate cause.

2. Informal Resolution

a) The responsibility of a Unit employee with a bona fide grievance concerning terms and conditions of employment is to inform and discuss the grievance with the Division Manager or his/her 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.

b) If such informal discussion does not resolve the grievance to the Unit employee's satisfaction, the employee may file a formal grievance in accordance with the procedure set forth in this section.

3. Procedure

a) The Unit employee shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by City or SEIU Local 721, and shall submit it to his/her Division Manager within ten (10) business days of receipt of the answer from the Division Manager in the formal resolution procedure. The Division Manager shall further

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consider and discuss the grievance with the employee and the employee's designated representative as he/she deems appropriate, and shall, within ten (10) business days of having received the written grievance, submit his/her response thereto in writing to the employee.

b) If the written response of the Division Manager does not result in a resolution of the grievance, the employee may appeal the grievance by signing and completing the City grievance form and presenting it to his/her Department Director within ten (10) business days of the employee's receipt of the Division Manager's response. The Department Director may investigate the grievance and may set a meeting with the employee, the employee's designated representative and such other persons as he/she deems appropriate to consider the grievance. Within ten (10) business days of the meeting, the Department Director shall submit his/her response to the grievance to the employee and the employee's representative.

c) If the response by the Department Director does not result in resolution of the grievance, the employee may appeal the grievance by signing and completing the City or SEIU Local 721 form and presenting it to a designated representative of the City Manager's Office within ten (10) business days of the employee's receipt of the Department Director's response. The City Manager or designated representative may set a meeting with the employee, the employee's designated representative and such other persons as he/she deems appropriate, to consider the grievance. Within twenty-one (21) business days of receipt of the grievance form, the City Manager or designated representative shall conduct the review and submit his/her response to the employee and the employee's representative.

d) If the response of the City Manager does not result in resolution of the grievance and if the grievance was not related to an appeal of a letter of reprimand:

- 1) The employee and SEIU Local 721 may jointly appeal the grievance to advisory arbitration by signing and completing the City or SEIU form and presenting it to the City Manager within ten (10) business days of the employee's receipt of the City Manager's response.
- 2) The parties, or their designated representatives, shall agree on an arbitrator, and 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 to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.
- 3) 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:

e) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before him/her.

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f) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.

g) The arbitrator shall be bound by federal, State and local law.

h) 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 twenty-one (21) days before the grievance was timely filed.

i) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.

j) The City Manager shall, within ten (10) business days of the receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.

k) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

#### 4. Time Limits

Failure of City representatives to comply with time limits specified in Section 3 shall entitle the employee to appeal to the next level of review; and failure of the employee to comply with the time limits shall constitute abandonment of the grievance, except however, that the parties may extend time limits by mutual written agreement in advance of expiration of the established time limit.

### ARTICLE 38

#### DISCIPLINARY ACTION PROCEDURE

##### 1. Definition of Disciplinary Action

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

##### 2. Opportunity to Respond and Appeal

An employee, within ten (10) calendar days of receipt of an intent to impose disciplinary action to be taken against him/her, shall be accorded a prompt opportunity to respond orally or in writing to the person proposing the disciplinary action and to the charges constituting the bases for the action.

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### 3. Advisory Arbitration

a) The employee, within ten (10) calendar days of the receipt of a notice imposing a disciplinary action, may file an appeal to advisory arbitration.

b) The parties, or their designated representatives, shall agree on an arbitrator, and 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 to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

c) 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:

- 1) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before him/her.
- 2) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- 3) The arbitrator shall be bound by federal, State and local law.
- 4) 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 days before the grievance was timely filed.
- 5) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.
- 6) The City Manager shall, within ten (10) business days of the receipt of the written findings and advisory recommendation, make the final determination of the disciplinary action and submit it in writing to the employee and his/her designated representative.
- 7) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

### *ARTICLE 39*

#### *TERM OF MEMORANDUM OF UNDERSTANDING*

##### 1. Term

This MOU shall be effective January 1, 2012, and shall remain in full force and effect through December 31, 2012.



## 2. Supersession of Other Documents

This MOU contains all covenants, stipulations, and provisions agreed upon by the City staff and representatives of SEIU Local 721, and is intended to supersede all prior memorandums of understanding, or contrary provisions of Personnel Rules and Regulations.

## 3. Correction of Errors

SEIU Local 721 and the City staff shall review the contents of this MOU for the express purpose of ascertaining whether any terms, articles, sections or items that the City staff and representatives of SEIU Local 721 had agreed be included in this MOU were inadvertently omitted. If, following this review, the City staff and representatives of SEIU Local 721 agree that any terms, articles, sections, or items have been erroneously omitted, then the City staff shall recommend to the City Council and SEIU Local 721 shall recommend to its members that this MOU be modified or revised to include such terms, articles, sections, or items.

## 4. Revisions to Personnel Rules and Regulations

If City proposes revisions to its Personnel Rules and Regulations, with respect to any such proposed revisions that fall within the required scope of meeting and conferring, City shall promptly, upon the request of SEIU Local 721, meet and confer on such subjects.

## 5. No Meet and Confer Requirement

Except as expressly provided in this MOU, City or SEIU Local 721 shall not be required to meet and confer during its term. Nothing in this MOU shall release the City from the meet and confer process required by State law on issues not addressed in the MOU.

## 6. Complete Agreement

This MOU constitutes the total and entire agreement between City staff and representatives of SEIU Local 721 and no verbal statement shall supersede any of the MOU's provisions.

## 7. Successor Memorandum of Understanding

During the period between September 1, 2012 and September 21, 2012, SEIU Local 721 will notify the City, in writing, of its desire to negotiate a successor memorandum of understanding. On or about October 1, 2012, the City Manager shall contact SEIU Local 721, in writing, to schedule negotiations meetings for the successor memorandum of understanding. Both parties agree 'writing' includes email communication. City staff and representatives of SEIU Local 721 shall then meet and confer concerning those modifications, additions or deletions proposed by the parties as are within the statutory scope of meeting and conferring in accordance with State law and the Oxnard City Code.

*ARTICLE 40*

*LABOR/MANAGEMENT COMMITTEE*

The City agrees to establish a Labor/Management Committee to discuss issues of mutual concern. The specific details of the committee will be developed by the City and SEIU Local 721 by January 31, 2008.

Further, the parties agree that during meetings of the Labor/Management Committee, the parties will endeavor to develop pilot apprenticeship programs for Unit employees with the intent to have a structure in place on or before December 31, 2012. The parties agree to make every effort to create this plan on or before December 31, 2012 but agree that if creation does not occur by said date that they will continue to work to achieve a structure for the pilot apprenticeship programs.

*ARTICLE 41*

*MERIT INCREASE PROCESS*

The City and SEIU Local 721 representatives will schedule at least three meetings during the term of this MOU to discuss the process for merit increases to Unit employees.

*ARTICLE 42*

*SAVINGS CLAUSE*

In the event that 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, City staff and representatives of SEIU Local 721 shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article or section.

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*CSM*  
*MP*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

*CITY OF OXNARD*

*SEIU LOCAL 721*

\_\_\_\_\_  
Karen R. Burnham

\_\_\_\_\_  
Danny Carrillo

\_\_\_\_\_  
Michelle H. Téllez

\_\_\_\_\_  
Rhea Voll

\_\_\_\_\_  
Armida Galvan – Monares

\_\_\_\_\_  
Jim Nelson

\_\_\_\_\_  
Martin Vasquez



APPENDIX A \* As adjusted by across-the-board increase <sup>RU</sup>

CLASSIFICATIONS AND SALARY RANGES  
"A" SCHEDULE (SEIU EMPLOYEES)

Effective 8/1/06	CLASS	SALARY	HOURLY			BI WEEKLY			MONTHLY		
			BOTTOM	CONTROL POINT	TOP	BOTTOM	CONTROL POINT	TOP	BOTTOM	CONTROL POINT	TOP
Classification Title	CODE	RANGE									
Programmer Analyst	3115	A86	27.4743	36.6322	38.4638	2197.94	2930.58	3077.10	4762.20	6349.59	6667.06
Property & Evidence Technician	14201	A68	23.3419	31.1224	32.6766	1867.35	2489.79	2614.28	4045.93	5394.54	5664.28
Purchasing Clerk	8303	A20	15.0675	20.0898	21.0942	1205.40	1607.19	1667.54	2611.70	3482.24	3656.33
Recreation/Human Services Coordinator	15120	A42	19.6564	26.2086	27.5190	1572.51	2096.69	2201.52	3407.10	4542.83	4769.97
Recreation/Human Services Leader II	15111	A01	8.3962	11.1948	11.7546	671.70	895.59	940.37	1455.34	1940.44	2037.46
Recreation/Human Services Leader III	15114	A21	15.1779	20.2370	21.2490	1214.23	1618.96	1699.92	2630.83	3507.75	3683.15
Rehabilitation Loan Assistant	9116	A33	17.6659	23.5545	24.7323	1413.27	1884.36	1978.58	3062.09	4082.77	4286.83
Rehabilitation Loan Specialist	9117	A74	24.2905	32.3875	34.0068	1943.24	2591.00	2720.54	4210.36	5613.83	5894.51
Resident Services Assistant	9301	A59	22.0824	29.4432	30.9153	1766.59	2355.46	2473.22	3827.61	5103.49	5358.65
Resident Services Coordinator	9304	A74	24.2905	32.3875	34.0068	1943.24	2591.00	2720.54	4210.36	5613.83	5894.51
Revenue Collection Technician	7310	A45	19.9335	26.5782	27.9072	1594.68	2126.26	2232.57	3455.14	4606.89	4837.24
Sr. Administrative Secretary	11165	A35	17.6829	23.5772	24.7560	1414.63	1886.18	1980.48	3065.03	4086.72	4291.04
Sr. Chemist	19159	A90	28.4460	37.9281	39.8244	2275.68	3034.25	3185.96	4930.65	6574.20	6902.90
Sr. Civil Engineer	5135	A99	39.2384	50.9844	54.7318	3059.07	4078.76	4378.54	6627.98	8837.30	9486.84
Sr. Customer Service Representative	7151	A27	16.5408	22.0545	23.1572	1323.27	1764.36	1852.58	2867.08	3822.78	4013.91
Sr. Engineering Technician	5122	A76	24.6091	32.8121	34.4527	1968.73	2624.97	2756.22	4265.58	5687.43	5971.81
Sr. Engineering Technician/Survey Chief	5222	A76	24.6091	32.8121	34.4527	1968.73	2624.97	2756.22	4265.58	5687.43	5971.81
Sr. Housing Specialist	9111	A74	24.2905	32.3875	34.0068	1943.24	2591.00	2720.54	4210.36	5613.83	5894.51
Sr. Plans Examiner	5123	A87	27.9383	37.2514	39.1139	2235.07	2980.11	3129.11	4842.64	6456.90	6779.73
Sr. Project Coordinator	18125	A91	28.5594	38.0791	39.9831	2284.76	3046.33	3198.64	4950.30	6600.38	6930.40
Sr. Traffic Service Assistant	14157	A16	16.2932	21.7242	22.8105	1303.45	1737.94	1824.84	2824.15	3765.53	3953.82
Sex Registrant Specialist	14124	A34	17.6763	23.5683	24.7469	1414.10	1885.46	1979.75	3063.89	4085.17	4289.45
Traffic Service Assistant I	14154	A13	12.8800	17.1733	18.0320	1030.40	1373.86	1442.56	2232.53	2976.71	3125.55
Traffic Service Assistant II	14155	A18	14.1680	18.8906	19.8352	1133.44	1511.25	1586.82	2455.79	3274.37	3438.10
Victim Services Specialist	2105	A59	22.0824	29.4432	30.9153	1766.59	2355.46	2473.22	3827.61	5103.49	5358.65
Word Processor I	11129	A23	15.4725	20.6302	21.6615	1237.80	1650.41	1732.92	2681.91	3575.89	3754.67
Word Processor II	11132	A30	16.9460	22.5947	23.7246	1355.68	1807.58	1897.97	2937.30	3916.42	4112.26
Word Processor III	11134	A38	18.4197	24.5596	25.7876	1473.58	1964.77	2063.01	3192.75	4257.00	4469.84
There are no job classifications for Limited Benefit Employees (LBEs). All LBE's are paid living wage; City's living wage policy attached. A few LBEs are paid at rate of pay higher than living wage.											

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Geographic Info Systems Technician I	5117	A50	20,596.2	21,463.9	22,037.2	1947.85	2197.11	2306.95	3570.35	4760.40	4996.45
Geographics Info Systems Technician II	5118	A70	23,490.4	31,320.7	32,886.7	1879.23	2505.66	2630.93	4071.66	5428.93	5700.36
Grants Specialist I	7124	A63	22,425.3	29,900.4	31,395.5	1794.02	2392.03	2511.64	3887.05	5182.73	5441.89
Grants Specialist II	7125	A80	24,917.0	33,222.7	34,883.9	1993.36	2657.81	2790.71	4318.95	5758.60	6046.54
Housing Contract Administrator	9112	A61	22,371.9	29,829.2	31,320.7	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93
Housing Engineer	5127	A89	28,299.9	37,732.9	39,619.7	2263.99	3018.64	3169.57	4905.32	6540.38	6867.41
Housing Specialist I	9105	A44	19,874.0	26,498.8	27,823.7	1589.92	2119.90	2225.89	3444.83	4593.12	4822.77
Housing Specialist II	9108	A59	22,082.4	29,443.2	30,915.3	1766.59	2355.46	2473.22	3827.61	5103.49	5358.65
Housing Specialist Trainee	9102	A33	17,665.9	23,554.5	24,732.3	1413.27	1884.36	1978.58	3062.09	4082.77	4286.93
Junior Civil Engineer	5126	A85	26,833.9	35,778.6	37,567.5	2146.72	2862.28	3005.40	4651.22	6201.62	6511.70
Junior Planner	13102	A52	20,770.4	27,694.0	29,078.7	1661.63	2215.52	2326.30	3600.20	4800.30	5040.31
Junior Traffic Design Engineer	18114	A85	26,833.9	35,778.6	37,567.5	2146.72	2862.28	3005.40	4651.22	6201.62	6511.70
Laboratory Assistant	20128	A40	19,497.6	25,996.7	27,296.6	1559.80	2079.74	2183.72	3379.58	4506.10	4731.40
Laboratory Technician	20129	A56	21,650.2	28,867.0	30,310.3	1732.02	2309.36	2424.83	3752.70	5003.62	5253.79
Landscape Architect	15226	A89	28,299.9	37,732.9	39,619.7	2263.99	3018.64	3169.57	4905.32	6540.38	6867.41
Librarian I	10120	A47	20,153.7	26,871.5	28,215.0	1612.30	2149.72	2257.20	3493.31	4657.73	4890.59
Librarian II	10123	A62	22,392.9	29,857.2	31,350.1	1791.43	2388.57	2508.01	3881.44	5175.24	5434.02
Librarian III	10125	A79	24,632.1	32,842.9	34,484.9	1970.57	2627.43	2758.79	4269.56	5692.77	5977.39
Library Aide I	10108	A15	13,704.2	18,272.2	19,185.9	1096.34	1461.78	1534.87	2375.40	3167.18	3325.56
Library Aide II	10111	A21	15,177.9	20,237.0	21,249.0	1214.23	1618.96	1699.92	2630.83	3507.75	3683.15
Library Aide III	10114	A28	16,651.4	22,201.9	23,311.8	1332.11	1776.15	1864.95	2886.24	3848.33	4040.72
Literacy Coordinator	10118	A47	20,153.7	26,871.5	28,215.0	1612.30	2149.72	2257.20	3493.31	4657.73	4890.59
Mail Clerk	11105	A15	13,704.2	18,272.2	19,185.9	1096.34	1461.78	1534.87	2375.40	3167.18	3325.56
Missing Persons Specialist	14122	A34	17,676.3	23,568.3	24,746.9	1414.10	1885.46	1979.75	3063.89	4085.17	4289.45
Neighborhood Services Coordinator	2110	A61	22,371.9	29,829.2	31,320.7	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93
Office Assistant I	11117	A10	12,230.6	16,307.5	17,122.9	978.45	1304.60	1369.83	2119.97	2826.64	2967.97
Office Assistant II	11120	A15	13,704.2	18,272.2	19,185.9	1096.34	1461.78	1534.87	2375.40	3167.18	3325.56
Outreach/Education Specialist	16124	A61	22,371.9	29,829.2	31,320.7	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93
Permit Technician	5107	A55	21,588.8	28,785.1	30,224.4	1727.11	2302.81	2417.95	3742.07	4989.41	5238.90
Plan Check Engineer	13246	A97	33,542.3	44,723.2	46,959.2	2683.38	3577.85	3756.74	5814.00	7752.02	8139.60
Plans Examiner I	5124	A66	22,858.8	30,478.3	32,002.3	1828.70	2438.26	2560.18	3962.18	5282.90	5547.06
Plans Examiner II	5121	A81	25,398.7	33,864.9	35,558.1	2031.90	2709.19	2844.64	4402.44	5869.91	6163.40
Police Records Technician I	14108	A11	12,857.1	17,142.7	17,999.7	1028.57	1371.41	1439.97	2228.56	2971.39	3119.95
Police Records Technician II	14111	A17	14,330.6	19,107.4	20,062.8	1146.45	1528.59	1605.02	2483.97	3311.95	3477.54
Police Records Technician III	14114	A24	15,804.0	21,072.0	22,125.5	1264.32	1685.76	1770.04	2739.36	3652.48	3835.09
Police Word Processor I	14171	A23	15,472.5	20,630.2	21,661.5	1237.80	1650.41	1732.92	2681.91	3575.89	3754.67
Police Word Processor II	14173	A30	16,946.0	22,594.7	23,724.6	1355.68	1807.58	1897.97	2937.30	3916.42	4112.26
Police Word Processor III	14175	A38	18,419.7	24,559.6	25,787.6	1473.58	1964.77	2063.01	3192.75	4257.00	4469.84

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Accounting Technician	7114	A45	19.9335	26.5782	27.9072	1594.68	2126.26	2232.57	3455.14	4606.89	4837.24
Administrative Assistant	1535	A61	22.3719	29.8292	31.3207	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93
Administrative Secretary I	11138	A12	13.2623	17.6828	18.5670	1060.98	1414.62	1485.36	2298.80	3065.02	3218.28
Administrative Secretary II	11144	A19	14.7358	19.6477	20.6302	1178.87	1571.81	1650.41	2554.21	3405.60	3575.89
Administrative Secretary III	11150	A26	16.3731	21.8308	22.9222	1309.85	1746.47	1833.78	2838.01	3784.01	3973.19
Administrative Services Assistant	14119	A61	22.3719	29.8292	31.3207	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93
Administrative Technician	1533	A36	17.8975	23.8633	25.0565	1431.80	1909.06	2004.52	3102.24	4136.30	4343.13
Assistant Civil Engineer	5129	A93	30.1881	40.2508	42.2633	2415.05	3220.06	3381.06	5232.61	6976.80	7325.63
Assistant Planner	13105	A69	23.3668	31.1557	32.7135	1869.34	2492.46	2617.08	4050.24	5400.32	5670.34
Assistant Traffic Design Engineer	18111	A93	30.1881	40.2508	42.2633	2415.05	3220.06	3381.06	5232.61	6976.80	7325.63
Assistant Traffic Engineer	18112	A93	30.1881	40.2508	42.2633	2415.05	3220.06	3381.06	5232.61	6976.80	7325.63
Associate Planner	13108	A83	25.9632	34.6175	36.3483	2077.05	2769.40	2907.86	4500.28	6000.37	6300.37
Associate Traffic Design Engineer	18123	A97	33.5423	44.7232	46.9592	2683.38	3577.85	3756.74	5814.00	7752.02	8139.60
Buyer	8311	A40	19.4976	25.9967	27.2966	1559.80	2079.74	2183.72	3379.58	4506.10	4731.40
Chemist	19158	A72	24.0558	32.0744	33.6782	1924.46	2565.95	2694.26	4169.67	5559.57	5837.56
Civil Engineer	5132	A97	33.5423	44.7232	46.9592	2683.38	3577.85	3756.74	5814.00	7752.02	8139.60
Community Service Officer	14200	A34	17.6763	23.5683	24.7469	1414.10	1885.46	1979.75	3063.89	4085.17	4289.45
Computer Network Engineer I	3119	A32	17.4363	23.2483	24.4108	1394.90	1859.86	1952.86	3022.29	4029.70	4231.20
Computer Network Engineer II	3118	A49	20.5133	27.3510	28.7210	1641.06	2188.08	2297.68	3555.64	4740.84	4978.31
Computer Network Engineer III	3117	A78	24.6159	32.8210	34.4622	1969.28	2625.68	2756.97	4266.76	5688.97	5973.44
Computer Operator	3121	A49	20.5133	27.3510	28.7210	1641.06	2188.08	2297.68	3555.64	4740.84	4978.31
Construction Project Coordinator	13226	A61	22.3719	29.8292	31.3207	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93
Crime Analysis Data Technician	14121	A34	17.6763	23.5683	24.7469	1414.10	1885.46	1979.75	3063.89	4085.17	4289.45
Crime Analyst I	14120	A48	20.3958	27.1944	28.5541	1631.66	2175.55	2284.33	3535.27	4713.69	4949.38
Crime Analyst II	14123	A64	22.6621	30.2159	31.7268	1812.97	2417.27	2538.14	3928.09	5237.43	5499.31
Criminalist	14125	A91	28.5594	38.0791	39.9831	2284.76	3046.33	3198.64	4950.30	6600.38	6930.40
Crossing Guard	14102	A00	8.3131	11.0842	11.6383	665.05	886.73	931.07	1440.94	1921.25	2017.31
Customer Service Accounting Technician	7153	A45	19.9335	26.5782	27.9072	1594.68	2126.26	2232.57	3455.14	4606.89	4837.24
Customer Service Representative I	7138	A14	13.5937	18.1249	19.0312	1087.49	1449.99	1522.49	2356.24	3141.66	3298.74
Customer Service Representative II	7139	A20	15.0675	20.0898	21.0942	1205.40	1607.19	1687.54	2611.70	3482.24	3656.33
Data Entry Operator I	11111	A14	13.5937	18.1249	19.0312	1087.49	1449.99	1522.49	2356.24	3141.66	3298.74
Data Entry Operator II	11114	A20	15.0675	20.0898	21.0942	1205.40	1607.19	1687.54	2611.70	3482.24	3656.33
Drafting/Graphics Technician I	5111	A41	19.5139	26.0185	27.3194	1561.11	2081.48	2185.55	3382.41	4509.86	4735.37
Drafting/Graphics Technician II	5114	A57	21.6821	28.9094	30.3550	1734.57	2312.75	2428.40	3758.23	5010.96	5261.54
Engineering Technician I	5115	A41	19.5139	26.0185	27.3194	1561.11	2081.48	2185.55	3382.41	4509.86	4735.37
Engineering Technician I/Survey Crew	5116	A41	19.5139	26.0185	27.3194	1561.11	2081.48	2185.55	3382.41	4509.86	4735.37
Engineering Technician II	5120	A57	21.6821	28.9094	30.3550	1734.57	2312.75	2428.40	3758.23	5010.96	5261.54
Engineering Technician II/Survey Crew	5119	A57	21.6821	28.9094	30.3550	1734.57	2312.75	2428.40	3758.23	5010.96	5261.54

ATTACHMENT NO. 2  
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## LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
  - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
  - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
  - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
  - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

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7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

## STIPULATION

### SEIU Local 721 Proposed Unit to which the City of Oxnard will not Object for Purposes of a Card Count.

City of Oxnard and SEIU Local 721:

1. A list of employees, described generally in paragraph 3 below, will be produced by the City to the Disinterested Neutral Joseph Gentile to compare to the original cards presented to Mr. Gentile earlier by SEIU. That list is attached here to as Exhibit A.
2. If Mr. Gentile determines that SEIU has produced sufficient signatures consistent with its City Code and Govt. Code § 3507.1(c), the City will recognize SEIU Local 721 as the bargaining representative of those employees and will accrete those employees that still work for the City into the existing unit of regular employees represented by SEIU.
3. Description of those Employees to be counted and possibly added.

**Included:**

- a) All temporary employees who worked more than one thousand (1000) hours in calendar year 2008 and who were employed by the City during the quarter immediately preceding the date the Petition for Recognition was perfected, i.e. November 10, 2008.
- b) Some employees who averaged four (4) hours per week during the quarter prior to the perfection date of the Petition for Recognition, which was the date the cards were delivered to Mr. Gentile, will be included in the card count and will be included in the unit if they still work for the City.

**Excluded:**

- a) True seasonal employees will not be part of the card count and will not be eligible for inclusion in any unit in the future.
- b) Temporary employees who averaged fewer than 4 hours per week per quarter during the quarter immediately before the date the Petition for Recognition was perfected will not be part of the card count and will not be eligible for inclusion in the unit in the future.

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4. For purposes of the card count for the list mentioned in paragraph 1, above, the parties will use the date on which the originally signed cards were delivered to Mr. Gentile as the perfection date of the Petition for Recognition.
5. During the card verification process, if there is a question about the genuineness of any signature on an authorization card, it will be put to the side by Mr. Gentile. If it makes a difference in the outcome of the card count, no card will be rejected without Mr. Gentile making reasonable efforts to check personally with that temporary employee to ascertain whether he or she did in fact sign the card and whether it was signed on the date indicated.
6. This document is intended to include only those temporary employees of the City that mirror the positions of regular employees already represented by SEIU Local 721, and not blue collar employees represented by the International Union of Operating Engineers Local 501.

**SO STIPULATED:**

Dated: 12 March 09

CITY OF OXNARD

By: \_\_\_\_\_

Dated: 03/15/09

SEIU LOCAL 721

By: \_\_\_\_\_