DATE: February 17, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
Office of the City Manager

SUBJECT: (I) Initial Memorandum of Understanding between the City and the Oxnard Mid-Management Association and (II) Amendment to Salary Resolution for Unrepresented Employees

RECOMMENDATION

That the City Council:

1. Adopt a resolution approving the initial Memorandum of Understanding (A-7754) between the City and the Oxnard Mid-Management Association ("OMMA");

2. Amend Resolution No. 14,717; and

3. Authorize the Interim Director of Human Resources, the Interim Chief Financial Officer, and City Manager to take the necessary administrative action to implement these resolutions.

DISCUSSION

I. Background

A. Agreement with OMMA for Initial Memorandum of Understanding

The City’s mid-management employees organized as a represented bargaining unit and requested that the City voluntarily recognize OMMA as their exclusive bargaining representative in mid-2013. Following recognition of OMMA as the exclusive bargaining representative of the City’s mid-managers, the City and OMMA began negotiations over the terms of their initial memorandum of understanding. After months of good faith negotiations, the parties reached a tentative agreement on the terms set forth in Attachment 1. The terms of this agreement reflect OMMA’s understanding that the City must modify and manage its paid leave programs and the City’s recognition that OMMA’s members are some of the only City employees who have not received any across-the-board compensation increases since 2007. This initial MOU generally memorializes the benefits that OMMA members were receiving prior to organizing. However, through the course of negotiations, each side identified its key issues for modification. For the City, that issue was accrued paid leaves, the treatment
of which the parties agreed to modify as discussed below. It is important to highlight that the only economic increase included in the agreement with OMMA – a 3% salary increase effective as of October 11, 2014 – is consistent with the 3% increase received by all of the City’s public safety bargaining units and its non-management maintenance, operations and repair unit in January 2014; OMMA members will simply be receiving the same increase that a majority of the City’s other employees were granted a year ago.

The material terms of the OMMA agreement are as follows:

1) Term: Contract will expire on June 30, 2015.

2) A 3% salary increase retroactive to October 11, 2014.

3) Annual leave caps will be enforced on a pay period by pay period basis effective March 15, 2015.

4) Employees will be permitted to convert annual or vacation leave into deferred compensation during 2015. Conversion of annual or vacation leave to deferred compensation in future years will be subject to negotiation in a successor MOU. Employees will also be permitted to convert accrued but unused vacation or annual leave into a deferred compensation plan during their final year of service with the City.

5) The reserve leave program will be eliminated going forward. Employees will be permitted to transfer excess leave into their reserve leave banks and will able to use this leave to cover paid absences. Employees will not be permitted to transfer any time other than excess leave into their reserve leave banks and new employees will not be permitted to create reserve leave banks.

6) Employees may only transfer excess leave into their reserve leave bank up to the 1,560 hour cap. Any additional excess hours will be subject to the following terms:

a. 80% of the remaining excess leave will be placed in a bank called “80% grandfathered excess leave bank account.” This leave is available for use and has cash value as set forth in this paragraph. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance, if any, will be cashed-out. The cash value is calculated at the member’s pay rate as of December 4, 2014.

b. 20% of the remaining excess leave will be placed in a bank called “20% grandfathered excess leave bank account.” This leave is available to use but will not have cash value. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance will not be cashed out and instead will be forfeited.
7) Employees with five years or more of City service will be permitted to cash out up to 40 hours of accrued leave each year. Employees with ten years or more of City service will be permitted to cash out up to 80 hours of accrued leave each year. Previously, OMMA members with fifteen or more years of service could cash out up to 120 hours of accrued leave each year. This will no longer be permitted.

8) Effective July 1, 2015, employees will be granted 40 hours of administrative leave per fiscal year. This is a reduction from the 56 hours of administrative leave that OMMA members were granted in prior fiscal years. This administrative leave must be used in the fiscal year in which it is granted and will have no cash value if it is unused during the applicable fiscal year.

Pursuant to Meyers, Milias, Brown Act (the “MMBA”), the City and OMMA met in good faith to reach this agreement. OMMA is conducting a ratification vote that is expected to be completed on or before February 19, 2015. If OMMA’s membership does not ratify the proposed agreement, this entire item will be removed from the City Council’s agenda.

By adopting this agreement following OMMA’s ratification, the City Council will also authorize the Interim Director of Human Resources, the Interim Chief Financial Officer, and the City Manager or designee to take the necessary administrative action to implement this extension, including authorizing the City’s chief negotiator to execute the agreement on behalf of the City. A draft resolution adopting the agreement between the City and OMMA is attached as Attachment 2.

B. Amendment to Salary Resolution for Unrepresented Employees

On February 10, 2015, the City Council adopted the City’s initial salary resolution, which set forth compensation and benefits for the City’s unrepresented employees. Unrepresented employees are not members of any of the City’s represented bargaining units and are not subject to any MOU between the City and its bargaining units. These employees include the City’s executive management and confidential employees in both management and non-management positions. Confidential employees are defined in the salary resolution, and the City’s municipal code, as “employee(s) who [are] privy to confidential decisions of city management affecting employer-employee relations.” But for their status as Unrepresented Confidential Employees, non-management confidential employees would likely be represented by SEIU Local 721 while Unrepresented Mid-Managers, as defined in the salary resolution, would likely be represented by OMMA.

Unrepresented Confidential Employees received across the board salary increases in February 2014, when the City Council adopted a new salary schedule for these employees consistent with the salary schedule applicable to employees represented by SEIU Local 721. The City’s Unrepresented Executive Employees, as defined in the salary resolution, and Unrepresented Mid-Managers, much like the members of OMMA, have not had an across-the-board salary increase since at least 2007.

Consistent with best practices and in order to ensure that the City can recruit and retain the best candidates for its confidential and executive management positions, City staff recommends that the City Council amend its initial salary resolution to provide for a 3% increase for all Unrepresented Mid-
Managers and Unrepresented Executive Employees. This 3% increase will not be granted to the City Manager or the City Attorney. The amended salary resolution is attached as Attachment 3. As noted above, if OMMA fails to ratify its proposed agreement with the City, this entire item will be removed from the City Council’s agenda.

FINANCIAL IMPACT

The proposed agreement between the City and OMMA will result in an additional $313,980 in compensation for the period of October 11, 2014 through June 30, 2015. This cost will grow to $418,640 on an annual basis in subsequent fiscal years. It is anticipated that the modifications to leave policies will reduce the City’s unfunded liability associated with compensated absences into the future. It is also anticipated that the City will realize savings in the current fiscal year that would arise if employees in OMMA were compelled to use a significant amount of annual leave in a short period of time. The City has not been funding the liability associated with paid leave accruals and has not included this expense in department budgets.

The proposed amendment to the salary resolution to increase salaries of Unrepresented Mid-Managers and Unrepresented Executive Employees is estimated to cost an additional $69,402 for the period of October 11, 2014 through June 30, 2015. This cost will grow to $130,261 on an annual basis in subsequent fiscal years.

Attachment #1 – Agreement with OMMA

Attachment #2 – Resolution Adopting Agreement with OMMA

Attachment #3 – Amended Salary Resolution for Unrepresented Employees
MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF OXNARD

AND

OXNARD MID MANAGER’S ASSOCIATION

JULY 1, 2014 – JUNE 30, 2015
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PREAMBLE

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

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

ARTICLE 1 Recognition

This MOU shall apply to all City employees occupying or exercising duties in the City’s “M” classification, listed in Attachment “A,” including any further additions.

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

ARTICLE 2 Term

This MOU shall be effective July 1, 2014 and shall remain in full force and effect through June 30, 2015.

ARTICLE 3 Salaries and Compensation

1. Cost of Living Adjustment

Effective the pay period commencing on October 11th, 2014, the City shall implement a three percent (3%) pay increase for all members.

2. Payroll Period - Biweekly

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

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

3. Payment Upon Separation

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

The beginning base wage for promotions shall be at least five percent (5%) greater than the member's rate of pay prior to promotion, or, shall place the member at the bottom of the range of the position into which the member is promoted if five percent (5%) does not place the member into the range of the promotional position.

5. Merit Increases

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

This increase may exceed the top of the salary matrix established for the classification. The member understands and recognizes that any increase or portion that exceeds the salary plan range will not be PERSable.

6. Bilingual Pay

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

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

   (i) The member must pass the bilingual competency test administered by the City, and

   (ii) The member shall provide basic oral translations as part of their regular job duties.

Members shall receive twenty-five dollars ($25) per pay period for Level I competency.

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

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

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

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

1. Mileage

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

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

2. Tuition

   A. Amount of Reimbursement/Conditions

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

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

   Courses that qualify for reimbursement are those that directly relate to the member’s duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of “C” or higher.

   Courses that do not qualify for reimbursement are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the member has already received, and those for which the member received reimbursement from any other source.
To receive reimbursement, the member must submit acknowledgement of a “C” or better to the Human Resources Department within thirty (30) days of completion of the course of study.

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

3. Personal Property

A. Conditions for Reimbursement

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

B. Amount of Claim

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

C. Level of Reimbursement

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

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

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

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

D. Exclusions

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

ARTICLE 5 Insurance, Health & Wellness

1. Health Insurance

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

During the term of this MOU, the City shall contribute two hundred dollars ($200.00) bi-weekly per member towards the employee’s cafeteria plan allocation.

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

2. Dental Insurance

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

3. Life Insurance

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

4. Long Term Disability Insurance

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

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

6. Wellness Program

Members may participate in the City’s Wellness Program set forth in Administrative Manual Section E-19.

ARTICLE 6 Retirement

1. CalPERS Defined Benefit Pension Plan

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

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

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

Benefits for “Classic” Members.

A. The City’s contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.

B. The City’s contract with CalPERS provides for the "Single Highest Year" retirement benefit.

C. City shall pay the 7% percent member contribution directly to CalPERS. This payment shall not be considered wages by the City, but shall be made pursuant to Section 414(h) (2) of the Internal Revenue Code.

D. City shall report to PARS as compensation earnable the City’s payment of required employee retirement contributions to PERS.

E. City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of required employee retirement contributions to PERS.
Benefits for “New” Members.

A. New Members are covered by the two percent (2%) at age sixty two (62) retirement formula.

B. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.

C. New Members will pay a member contribution to PERS at the rate of fifty percent (50%) of the total “normal cost” of the plan (currently 6.75%), as defined by CalPERS. This will be paid through a payroll deduction.

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

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

2. PARS Supplemental Retirement Benefit Plan

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

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

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

3. Deferred Compensation

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

ARTICLE 7 Leaves

1. Holiday Leave

   A. Observed Holidays Include:

      New Year's Day (January 1st)

   ATTACHMENT ____________
   PAGE ____________ OF ____________
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
Christmas Day (December 25th)

B. Leave Hours

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

C. Day After Thanksgiving 2014

City will be closed on the day after Thanksgiving Day 2014.

D. Holidays on Weekends

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

2. Promotion into the Bargaining Unit

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

3. Annual Leave

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

<table>
<thead>
<tr>
<th>Years of Svc</th>
<th>Months of Svc</th>
<th>Biweekly Accrual</th>
<th>Annual Accrual</th>
<th>Max Accrual</th>
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<td>Less than 5</td>
<td>0-59</td>
<td>6.24</td>
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<tr>
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<td>60-71</td>
<td>7.47</td>
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<td>84-95</td>
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<td>210.34</td>
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</tr>
<tr>
<td>8-9</td>
<td>96-107</td>
<td>8.40</td>
<td>218.40</td>
<td>436.80</td>
</tr>
<tr>
<td>9-10</td>
<td>108-119</td>
<td>8.70</td>
<td>226.20</td>
<td>452.40</td>
</tr>
</tbody>
</table>
Annual leave can be taken as earned. Annual leave may be carried forward to future calendar years in accordance with the following provisions.

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

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

C. Members who have accrued leave beyond the maximum allowable cap will have until March 14, 2015 to bring their accruals below the cap. During this period only, members will continue to accrue annual leave.

D. Beginning on March 15, 2015, members who have accrued annual leave in excess of the applicable cap shall immediately cease any additional accruals until they fall below the cap.

E. Beginning on March 15, 2015, members shall cease accrual of any additional leave hours beyond the maximum cap, beginning the pay period in which the member exceeds the maximum amount of leave, until the member’s accrued leave is brought under the maximum allowable cap.

F. Members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan during calendar year 2015. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City’s payroll department. This provision shall sunset as of June 30, 2015 and shall be subject to future negotiations between the parties.
G. Prior to separation, members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan in their final year of employment with the City. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City’s payroll department.

4. Grandfathered Reserve Leave Fund ("RLF").

The previously existing Reserve Leave Bank ("RLB") Program, including provisions that allow for the transfer of annual leave into RLB, is eliminated effective January 1, 2015.

Members who established a RLB prior to January 1st, 2015, and members who have excess leave hours as defined herein, shall have such leave “grandfathered” as a Reserve Leave Fund ("RLF") in accordance with the following terms.

A. Members may use their RLF balance to cover leaves of absence, consistent with the terms governing the use of annual leave, as set forth in this Article.

B. Members shall not be permitted to transfer any additional accrued leave into their RLFs, subject to the following one-time exception.

1. Members with excess leave hours may establish a RLF and transfer those excess leave hours into their RLFs on a one-time basis within thirty days of adoption of this MOU. “Excess leave hours” are hours which the City transferred into excess leave banks on or about November 11, 2014, and which remain in the member’s excess leave bank at the time of adoption of the MOU. This one-time transfer of excess leave hours is subject to the previously allowable RLB cap of 1,560 hours.

C. Excess leave hours that remain after this one-time transfer into RLF (i.e. that remain after maxing the allowable 1,560 hour RLF cap), are subject to the following terms.

1. 80% of the remaining excess leave will be placed in a bank called “80% grandfathered excess leave bank account.” This leave is available for use and has cash value as set forth in this paragraph. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance, if
any, will be cashed-out. The cash value is calculated at the member’s pay rate as of December 4, 2014.

2. 20% of the remaining excess leave will be placed in a bank called “20% grandfathered excess leave bank account.” This leave is available to use but will not have cash value. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance will not be cashed out and instead will be forfeited.

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

5. Redemption

Members may cash out leave once a year in July or December as follows:

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

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

6. Payment Upon Separation

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

7. Administrative Leave

Each member accrues Administrative Leave each fiscal year. In the FY14-15, each member shall accrue fifty six (56) hours of Administrative Leave. The ability of members to accrue Administrative Leave beyond forty (40) hours shall sunset on June 30th, 2015 and shall be subject to future negotiations between the parties. In consideration of the City agreeing to continue this language until a subsequent MOU is negotiated after June 30, 2015, OMMA agrees to drop its Agency Shop Demand for the term of this contract.

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

Additional administrative leave may be approved at the Department Director’s discretion.

Administrative leave cannot be carried over to the next fiscal year and cannot be cashed out if unused at the end of the fiscal year in which it was granted.
This benefit shall be pro-rated for new members during the first year of hire or promotion.

8. Bereavement Leave

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

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

Immediately upon return from bereavement leave, the member shall furnish to the Department Director/Division Supervising Manager some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

9. Industrial Disability Leave

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

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

10. Leave Without Pay

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

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

11. Jury Duty & Witness Leave

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

12. Military Leave

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

ARTICLE 8 Fair Labor Standards Act

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

ARTICLE 9 Labor/Management Committee

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

ARTICLE 10 Grievances

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

1. Definition

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

2. Time Limits

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

3. Informal Resolution

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

4. Formal Grievance Procedure

If informal discussion does not resolve the grievance to the member’s satisfaction, the member may file a formal grievance. The member, or a representative, shall reduce the grievance to writing and submit it to the member’s Department Director/Division Supervising Manager within ten (10) business days of receipt of the answer from the informal resolution procedure. The Department Director/Division Supervising Manager shall further consider and discuss the grievance with the member and/or the member’s representative, and shall, within ten (10) business days of having received the written grievance, submit a response in writing to the member.

5. Formal Grievance Appeal

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

6. Administrative Appeal of a Formal Grievance

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

ARTICLE 11 Discipline

1. Definition of Disciplinary Action

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

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

In accordance with state law, the notice of intent shall include, at a minimum, the notice of the proposed action, the reasons therefore, a copy of the charges and materials upon which the action is based, and the right to respond orally or in writing, to the authority initially imposing discipline.

3. Post Deprivation Due Process - Advisory Arbitration

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

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

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

A. The relevant MOU language and applicable City rules and regulations,

B. The precise issue(s) submitted, including what is the remedy, and

C. Federal, State and local law.

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

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

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

ARTICLE 12 Reduction in Force
1. Definitions

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

2. Impact Bargaining

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

3. Procedure

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

4. Notification

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

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

5. Order

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

A. Employees who are temporary

B. Employees in limited-term positions in reverse order of their City Length of Service

C. Employees serving an initial probationary period with the least continuous City Length of Service.

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

E. Employees with the least continuous City Length of Service.

F. If there are two (2) or more employees who have identical continuous City Length of Service, their order of layoff shall be randomly
determined by the City.

6. Displacement Rights

Members who are designated to be laid off and have previously held regular status in another classification may displace members occupying positions in the previously held classification provided that the member exercising the displacement privilege has greater continuous City Length of Service than the member currently in the classification to which the member is seeking a position.

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

Conditions which affect displacement rights are as follows:

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

B. The member exercising the displacement right will displace members in previously held classifications in the same order as specified herein.

C. A member must exercise the member's displacement right within nine (9) working days after receipt of the notice of layoff, by written request to the City. If the displacement right is not exercised within the specified time period, the right is forfeited.

7. Demotion in lieu of Displacement

A. Upon request of a member and with the City's approval, a regular full time member, not in a probationary status, may be permitted to demote into a vacant authorized position within this bargaining unit, only if the City establishes that the member meets all the requirements of the classification.

B. All members who are demoted within this bargaining unit will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the member occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the member's base wage prior to demotion.
C. Any member subject to a demotion who has not previously completed the probationary period in the classification to which the member is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

8. Transfer

A. The City may transfer a regular member in non-probationary status to a vacant authorized classification within this bargaining unit if the City has established that the member is qualified and technically capable of performing the duties of the classification.

B. A member who is transferred will be paid base wages equal to the member's base wages prior to transfer. Any such member who does not accept a transfer within five (5) working days after notice of transfer is given will have forfeited the member's ability to transfer to that classification.

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

9. Reinstatement

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

10. Reemployment

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

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

11. Duration of Lists

The member's name shall remain on the reinstatement list and reemployment list for a period of two (2) years from the date of demotion or layoff.
A member not responding to written notification of an opening within nine (9) working days shall have the member’s name removed from either the reemployment list or reinstatement list.

12. Restoration of Benefits

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

A. Seniority at time of layoff for purposes of determining step increases, vacation leave accrual, and future layoff priority.

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

13. No Credit for Earlier Service in Classification

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

14. Severance

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

A. One (1) week of salary for each year of service, plus one additional week with a maximum benefit of thirteen (13) weeks of salary. A partial year of service will be rounded up to the next whole year.

B. Six (6) months of the average monthly Cafeteria Payment provided to all employees, to allow for continuation of health insurance coverage.

C. One (1) month of access to professional outplacement services.

ARTICLE 13 Resignation
1. **Advance Notice**

A member may resign from City service at any time. A member resigning from City service, however, shall give a minimum of two (2) weeks' notice to the member’s Department Director/Division Supervising Manager in order to enable City to make proper provisions for filling the member’s position. If the member fails to provide at least two (2) weeks’ notice, the City may enter a notation of that fact in the member's personnel file.

2. **Forfeiture of Privileges**

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

3. **Reinstatement**

A member who has resigned from City service may apply for reinstatement within one year by means of a written request. If, in the City Manager approves reinstatement, the applicant may be reemployed in the same job classification as occupied upon resignation.

**ARTICLE 14 Outside Employment**

1. **Purpose**

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

2. **Prohibiting Conditions**

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

   A. The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or

   B. The other-than-City employment or occupation is deemed by the City Manager to be inconsistent with or detrimental to City service.

3. **Authorization**

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

4. Limitation

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

5. Order to Cease Working

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

ARTICLE 15 No Strikes

1. The Association, its officers, agents, representatives, and/or members agree that during the term of this Agreement, they will not cause or condone any unlawful strike, walkout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services.

2. Any employee who participates in any conduct prohibited in Section 1 above shall be subject to termination by the City.

3. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 1, above, the City may suspend any and all of the rights, privileges, accorded to the Association under the Employer-Employee Relations Resolution in this MOU, including but not limited to suspension of the Grievance Procedure and dues deduction.

4. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 16 City Rights

1. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:
A. To manage the City generally and to determine the issues of policy;
B. To determine the existence or nonexistence of facts which are the basis of the management decision;
C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
D. To determine the nature, manner, means and technology and extent of services to be provided to the public;
E. Methods of financing;
F. Types of equipment or technology to be used;
G. To determine and/or change the facilities, methods, technological means, and size of the work force by which the City operations are to be conducted;
H. To determine and change the number of locations, relocations and type of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City to the extent permitted by law;
I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
J. To establish and modify productivity and performance program and standards;
K. To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons;
L. To discharge, suspend, demote, or otherwise discipline classified non-at will employees for proper cause;
M. To determine job classification and to reclassify employees;
N. To hire, transfer, promote and demote employees for non-disciplinary reasons;
O. To determine and administer policies, procedures and standards for selection, training, and promotion of employees;
P. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;
Q. To maintain order and efficiency in its facilities and operations;
R. To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention with this MOU;
S. To take any and all necessary action to carry out the mission of the City in emergencies.

2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements by law, whenever the exercise of management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights. By agreeing to meet and confer with the Association as
to the impact of the exercise of any of the foregoing City rights, management's
discretion in the exercise of these rights shall not be diminished.

ARTICLE 17 Association Rights

1. Release Time for Representatives

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

A. Association may designate up to eight (8) members as Representatives
and shall in writing notify the City Manager and Human Resources
Director of such designations. City has no obligation to change or
adjust normal program scheduling or assignments of members as a
result of such designations.

B. One such designated representative may, without loss of pay or
benefits, attend mutually scheduled grievance or disciplinary action
meetings and hearings with Department Directors or other non-
bargaining association management staff; gather information; or
interview the subject member or witnesses. Attendance is subject to
permission of the representative’s Manager. Denial of attendance at
meetings, hearings, or other member related activities shall be based
upon operational needs and shall not unreasonably be denied.

C. Representatives and/or officers, with immediate supervisor approval,
may leave to attend employer-employee relations seminars. Such
approval shall not be unreasonably denied. The representatives and/or
officers may elect to use accrued leave to be paid for the absence.

2. List of Members

Upon request, not to exceed once each calendar quarter, the City shall provide
association with a list of members, their membership status, their address and
telephone number, their classifications and departments, and updates as to transfers,
promotions, new City employees, and separations from service within the
Association.

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

3. Payroll Deductions & Membership Dues
A. Members may execute a written authorization for dues deduction. City shall deduct dues from their paychecks and transmit promptly those dues to the Association.

B. City shall deduct from the biweekly paycheck of members the regular periodic membership dues (as certified in writing to the City Manager by an authorized official of association), and the cost of regular periodic association-sponsored benefits or other voluntary deductions, pursuant to receipt of the City's deduction authorization form, duly completed and signed by the members. City shall transmit such deductions biweekly to the association.

C. Dues deductions shall be made only when the association member's earnings for a pay period are sufficient after other legally required deductions are made.

D. City and Association agree that City assumes no liability on account of any actions taken or not taken pursuant to this section.

4. Meeting Locations

A. Upon request, City may provide association with a location for a meeting to occur outside working hours of the attendees, provided the space is available and association complies with all City and department rules, policies, and directions.

B. Meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or designee, and will indicate the date, time and general purpose of the meeting for which the facilities are being requested.

C. Association understands and agrees that the City Manager or designee may deny the request when the purpose of the meeting makes such use inappropriate.

5. Distribution of Association Materials

A. Bulletin Boards

City agrees that association may use designated bulletin boards or portions of boards in each work location in which members work. City and association shall jointly identify bulletin board space. Posted materials may include notices of association meetings, association news, and appointments and results of elections or ratification votes.
A copy of all material to be displayed upon bulletin board shall be provided to the Director of Human Resources upon request. If the Director objects to the material, the Director shall notify association staff. In such event, the materials shall not be placed on the bulletin board, based upon the Director’s objections. Association is responsible for posting and removal of material on the designated bulletin board and for the neat and orderly maintenance thereof.

B. City Email

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

ARTICLE 18 Employee Rights

1. Review of Personnel Actions

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

2. Personnel File Inspection

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


Except to respond to inquiries, a member shall not be required to carry out orders directly from a City Councilmember. Instead, the member must consult and follow the direction of the City Manager or department head. All communications from Council members about the administration of the City must only be made through the City Manager. A member shall be free from coercion or influence by a City Councilmember in respect to any contract, purchase of supplies or any other administrative action.

ARTICLE 19 Miscellaneous Terms

1. Personnel Rules & Regulations

This MOU incorporates by reference the City’s Personnel Rules & Regulations, except insofar as it is superseded specifically by this MOU. Any inconsistency
between the Personnel Rules & Regulations and this MOU shall be interpreted in favor of this MOU.

2. Administrative Manual

This MOU incorporates by reference the City’s Administrative Manual, except insofar as it is superseded specifically by this MOU. Any inconsistency between the Admin Manual and this MOU shall be interpreted in favor of this MOU.

3. Prior Documents

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

Any benefits contemplated by the Administrative Manual and/or Personnel Rules & Regulations, in addition to the benefits in the MOU, are incorporated by reference under section 2 and section 3 above.

4. No Meet and Confer Requirement

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

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

5. Complete Agreement

This MOU constitutes the total and entire agreement between the City and association. No verbal statement shall supersede any of the MOU’s provisions.

6. Savings Clause

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

7. Successor MOU

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

Dated _____ of February __, 2015

For the City of Oxnard

For the Oxnard Mid Managers Association

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APPROVED AS TO FORM:

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Stephen Fischer, Interim City Attorney
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"M" Schedule (Management Employees)

**Effective 10/11/14**

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CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AN INITIAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE OXNARD MID-MANAGER’S ASSOCIATION; AND AUTHORIZING THE CITY MANAGER, INTERIM CHIEF FINANCIAL OFFICER, INTERIM HUMAN RESOURCES DIRECTOR OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT.

WHEREAS, the Oxnard Mid-Manager’s Association (“OMMA”) is the recognized representative for identified job classes in the City of Oxnard’s (the “City”) “M” classification listed in Attachment A to the memorandum of understanding; and

WHEREAS, OMMA was recognized as the exclusive bargaining represented in 2013 and the parties subsequently began negotiations over the terms of their initial memorandum of understanding (“MOU”); and

WHEREAS, representatives of the City and OMMA have met and conferred in good faith concerning wages, hours, terms and conditions of employment for employees in said bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City and OMMA have reached an agreement (the “Agreement”), attached as Exhibit 1, which sets forth the terms and conditions of employment for members of OMMA.

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

That the Agreement is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the MOU on behalf of the City.

PASSED AND ADOPTED THIS 24th day of February, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Tim Flynn, Mayor

ATTEST:

______________________________
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

______________________________
Stephen M. Fischer, Interim City Attorney

cc: Interim Chief Financial Officer
Interim Human Resources Director
All City Department Heads
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MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF OXNARD

AND

OXNARD MID MANAGER’S ASSOCIATION

JULY 1, 2014 – JUNE 30, 2015
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PREAMBLE

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

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

ARTICLE 1 Recognition

This MOU shall apply to all City employees occupying or exercising duties in the City’s “M” classification, listed in Attachment “A,” including any further additions.

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

ARTICLE 2 Term

This MOU shall be effective July 1, 2014 and shall remain in full force and effect through June 30, 2015.

ARTICLE 3 Salaries and Compensation

1. Cost of Living Adjustment

   Effective the pay period commencing on October 11th, 2014, the City shall implement a three percent (3%) pay increase for all members.

2. Payroll Period - Biweekly

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

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

3. Payment Upon Separation

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

The beginning base wage for promotions shall be at least five percent (5%) greater than the member's rate of pay prior to promotion, or, shall place the member at the bottom of the range of the position into which the member is promoted if five percent (5%) does not place the member into the range of the promotional position.

5. Merit Increases

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

This increase may exceed the top of the salary matrix established for the classification. The member understands and recognizes that any increase or portion that exceeds the salary plan range will not be PERSable.

6. Bilingual Pay

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

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

(i) The member must pass the bilingual competency test administered by the City, and

(ii) The member shall provide basic oral translations as part of their regular job duties.

Members shall receive twenty-five dollars ($25) per pay period for Level I competency.

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

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

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

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

1. Mileage

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

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

2. Tuition

   A. Amount of Reimbursement/Conditions

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

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

   Courses that qualify for reimbursement are those that directly relate to the member’s duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of “C” or higher.

   Courses that do not qualify for reimbursement are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the member has already received, and those for which the member received reimbursement from any other source.
To receive reimbursement, the member must submit acknowledgement of a “C” or better to the Human Resources Department within thirty (30) days of completion of the course of study.

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

3. Personal Property

A. Conditions for Reimbursement

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

B. Amount of Claim

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

C. Level of Reimbursement

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

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

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

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

D. Exclusions

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

ARTICLE 5 Insurance, Health & Wellness

1. Health Insurance

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

During the term of this MOU, the City shall contribute two hundred dollars ($200.00) bi-weekly per member towards the employee’s cafeteria plan allocation.

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

2. Dental Insurance

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

3. Life Insurance

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

4. Long Term Disability Insurance

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

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

6. Wellness Program

Members may participate in the City’s Wellness Program set forth in Administrative Manual Section E-19.

ARTICLE 6 Retirement

1. CalPERS Defined Benefit Pension Plan

The Public Employees’ Pension Reform Act of 2013 (“PEPRA”) defines “Classic” and “New” Members.

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

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

Benefits for “Classic” Members.

A. The City’s contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.

B. The City’s contract with CalPERS provides for the “Single Highest Year” retirement benefit.

C. City shall pay the 7% percent member contribution directly to CalPERS. This payment shall not be considered wages by the City, but shall be made pursuant to Section 414(h) (2) of the Internal Revenue Code.

D. City shall report to PARS as compensation earnable the City’s payment of required employee retirement contributions to PERS.

E. City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City’s payment of required employee retirement contributions to PERS.
Benefits for "New" Members.

A. New Members are covered by the two percent (2%) at age sixty two (62) retirement formula.

B. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.

C. New Members will pay a member contribution to PERS at the rate of fifty percent (50%) of the total "normal cost" of the plan (currently 6.75%), as defined by CalPERS. This will be paid through a payroll deduction.

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

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

2. PARS Supplemental Retirement Benefit Plan

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

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

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

3. Deferred Compensation

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

ARTICLE 7 Leaves

1. Holiday Leave

A. Observed Holidays Include:

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

B. Leave Hours

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

C. Day After Thanksgiving 2014

City will be closed on the day after Thanksgiving Day 2014.

D. Holidays on Weekends

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

2. Promotion into the Bargaining Unit

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

3. Annual Leave

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

<table>
<thead>
<tr>
<th>Years of Svc</th>
<th>Months of Svc</th>
<th>Biweekly Accrual</th>
<th>Annual Accrual</th>
<th>Max Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5</td>
<td>0-59</td>
<td>6.24</td>
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<tr>
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<td>60-71</td>
<td>7.47</td>
<td>194.22</td>
<td>388.44</td>
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<td>72-83</td>
<td>7.78</td>
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<td>8.09</td>
<td>210.34</td>
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<td>96-107</td>
<td>8.40</td>
<td>218.40</td>
<td>436.80</td>
</tr>
<tr>
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<td>108-119</td>
<td>8.70</td>
<td>226.20</td>
<td>452.40</td>
</tr>
</tbody>
</table>
Annual leave can be taken as earned. Annual leave may be carried forward to future calendar years in accordance with the following provisions.

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

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

C. Members who have accrued leave beyond the maximum allowable cap will have until March 14, 2015 to bring their accruals below the cap. During this period only, members will continue to accrue annual leave.

D. Beginning on March 15, 2015, members who have accrued annual leave in excess of the applicable cap shall immediately cease any additional accruals until they fall below the cap.

E. Beginning on March 15, 2015, members shall cease accrual of any additional leave hours beyond the maximum cap, beginning the pay period in which the member exceeds the maximum amount of leave, until the member’s accrued leave is brought under the maximum allowable cap.

F. Members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan during calendar year 2015. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City’s payroll department. This provision shall sunset as of June 30, 2015 and shall be subject to future negotiations between the parties.
G. Prior to separation, members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan in their final year of employment with the City. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City’s payroll department.


The previously existing Reserve Leave Bank (“RLB”) Program, including provisions that allow for the transfer of annual leave into RLB, is eliminated effective January 1, 2015.

Members who established a RLB prior to January 1st, 2015, and members who have excess leave hours as defined herein, shall have such leave “grandfathered” as a Reserve Leave Fund (“RLF”) in accordance with the following terms.

A. Members may use their RLF balance to cover leaves of absence, consistent with the terms governing the use of annual leave, as set forth in this Article.

B. Members shall not be permitted to transfer any additional accrued leave into their RLFs, subject to the following one-time exception.

1. Members with excess leave hours may establish a RLF and transfer those excess leave hours into their RLFs on a one-time basis within thirty days of adoption of this MOU. “Excess leave hours” are hours which the City transferred into excess leave banks on or about November 11, 2014, and which remain in the member’s excess leave bank at the time of adoption of the MOU. This one-time transfer of excess leave hours is subject to the previously allowable RLB cap of 1,560 hours.

C. Excess leave hours that remain after this one-time transfer into RLF (i.e. that remain after maxing the allowable 1,560 hour RLF cap), are subject to the following terms.

1. 80% of the remaining excess leave will be placed in a bank called “80% grandfathered excess leave bank account.” This leave is available for use and has cash value as set forth in this paragraph. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance, if
any, will be cashed-out. The cash value is calculated at the member’s pay rate as of December 4, 2014.

2. 20% of the remaining excess leave will be placed in a bank called “20% grandfathered excess leave bank account.” This leave is available to use but will not have cash value. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance will not be cashed out and instead will be forfeited.

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

5. Redemption

Members may cash out leave once a year in July or December as follows:

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

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

6. Payment Upon Separation

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

7. Administrative Leave

Each member accrues Administrative Leave each fiscal year. In the FY14-15, each member shall accrue fifty six (56) hours of Administrative Leave. The ability of members to accrue Administrative Leave beyond forty (40) hours shall sunset on June 30th, 2015 and shall be subject to future negotiations between the parties. In consideration of the City agreeing to continue this language until a subsequent MOU is negotiated after June 30, 2015, OMMA agrees to drop its Agency Shop Demand for the term of this contract.

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

Additional administrative leave may be approved at the Department Director’s discretion.

Administrative leave cannot be carried over to the next fiscal year and cannot be cashed out if unused at the end of the fiscal year in which it was granted.
This benefit shall be pro-rated for new members during the first year of hire or promotion.

8. Bereavement Leave

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

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

Immediately upon return from bereavement leave, the member shall furnish to the Department Director/Division Supervising Manager some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

9. Industrial Disability Leave

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

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

10. Leave Without Pay

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

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

11. Jury Duty & Witness Leave

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

12. Military Leave

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

ARTICLE 8 Fair Labor Standards Act

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

ARTICLE 9 Labor/Management Committee

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

ARTICLE 10 Grievances

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

1. Definition

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

2. Time Limits

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

3. Informal Resolution

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

4. Formal Grievance Procedure

If informal discussion does not resolve the grievance to the member's satisfaction, the member may file a formal grievance. The member, or a representative, shall reduce the grievance to writing and submit it to the member's Department Director/Division Supervising Manager within ten (10) business days of receipt of the answer from the informal resolution procedure. The Department Director/Division Supervising Manager shall further consider and discuss the grievance with the member and/or the member's representative, and shall, within ten (10) business days of having received the written grievance, submit a response in writing to the member.

5. Formal Grievance Appeal

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

6. Administrative Appeal of a Formal Grievance

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

ARTICLE 11  Discipline

1. Definition of Disciplinary Action

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

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

In accordance with state law, the notice of intent shall include, at a minimum, the notice of the proposed action, the reasons therefore, a copy of the charges and materials upon which the action is based, and the right to respond orally or in writing, to the authority initially imposing discipline.

3. Post Deprivation Due Process - Advisory Arbitration

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

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

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

A. The relevant MOU language and applicable City rules and regulations,

B. The precise issue(s) submitted, including what is the remedy, and

C. Federal, State and local law.

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

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

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

ARTICLE 12 Reduction in Force
1. Definitions

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

2. Impact Bargaining

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

3. Procedure

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

4. Notification

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

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

5. Order

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

A. Employees who are temporary

B. Employees in limited-term positions in reverse order of their City Length of Service

C. Employees serving an initial probationary period with the least continuous City Length of Service.

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

E. Employees with the least continuous City Length of Service.

F. If there are two (2) or more employees who have identical continuous City Length of Service, their order of layoff shall be randomly
determined by the City.

6. Displacement Rights

Members who are designated to be laid off and have previously held regular status in another classification may displace members occupying positions in the previously held classification provided that the member exercising the displacement privilege has greater continuous City Length of Service than the member currently in the classification to which the member is seeking a position.

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

Conditions which affect displacement rights are as follows:

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

B. The member exercising the displacement right will displace members in previously held classifications in the same order as specified herein.

C. A member must exercise the member's displacement right within nine (9) working days after receipt of the notice of layoff, by written request to the City. If the displacement right is not exercised within the specified time period, the right is forfeited.

7. Demotion in lieu of Displacement

A. Upon request of a member and with the City’s approval, a regular full time member, not in a probationary status, may be permitted to demote into a vacant authorized position within this bargaining unit, only if the City establishes that the member meets all the requirements of the classification.

B. All members who are demoted within this bargaining unit will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the member occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the member's base wage prior to demotion.
C. Any member subject to a demotion who has not previously completed the probationary period in the classification to which the member is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

8. Transfer

A. The City may transfer a regular member in non-probationary status to a vacant authorized classification within this bargaining unit if the City has established that the member is qualified and technically capable of performing the duties of the classification.

B. A member who is transferred will be paid base wages equal to the member’s base wages prior to transfer. Any such member who does not accept a transfer within five (5) working days after notice of transfer is given will have forfeited the member’s ability to transfer to that classification.

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

9. Reinstatement

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

10. Reemployment

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

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

11. Duration of Lists

The member’s name shall remain on the reinstatement list and reemployment list for a period of two (2) years from the date of demotion or layoff.
A member not responding to written notification of an opening within nine (9) working days shall have the member’s name removed from either the reemployment list or reinstatement list.

12. Restoration of Benefits

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

A. Seniority at time of layoff for purposes of determining step increases, vacation leave accrual, and future layoff priority.

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

13. No Credit for Earlier Service in Classification

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

14. Severance

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

A. One (1) week of salary for each year of service, plus one additional week with a maximum benefit of thirteen (13) weeks of salary. A partial year of service will be rounded up to the next whole year.

B. Six (6) months of the average monthly Cafeteria Payment provided to all employees, to allow for continuation of health insurance coverage.

C. One (1) month of access to professional outplacement services.

ARTICLE 13 Resignation
1. **Advance Notice**

A member may resign from City service at any time. A member resigning from City service, however, shall give a minimum of two (2) weeks’ notice to the member’s Department Director/Division Supervising Manager in order to enable City to make proper provisions for filling the member’s position. If the member fails to provide at least two (2) weeks’ notice, the City may enter a notation of that fact in the member’s personnel file.

2. **Forfeiture of Privileges**

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

3. **Reinstatement**

A member who has resigned from City service may apply for reinstatement within one year by means of a written request. If, in the City Manager approves reinstatement, the applicant may be reemployed in the same job classification as occupied upon resignation.

**ARTICLE 14 Outside Employment**

1. **Purpose**

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

2. **Prohibiting Conditions**

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

A. The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or

B. The other-than-City employment or occupation is deemed by the City Manager to be inconsistent with or detrimental to City service.

3. **Authorization**

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

4. Limitation

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

5. Order to Cease Working

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

ARTICLE 15 No Strikes

1. The Association, its officers, agents, representatives, and/or members agree that during the term of this Agreement, they will not cause or condone any unlawful strike, walkout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services.

2. Any employee who participates in any conduct prohibited in Section 1 above shall be subject to termination by the City.

3. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 1, above, the City may suspend any and all of the rights, privileges, accorded to the Association under the Employer-Employee Relations Resolution in this MOU, including but not limited to suspension of the Grievance Procedure and dues deduction.

4. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 16 City Rights

1. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:
A. To manage the City generally and to determine the issues of policy;
B. To determine the existence or nonexistence of facts which are the basis of the management decision;
C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
D. To determine the nature, manner, means and technology and extent of services to be provided to the public;
E. Methods of financing;
F. Types of equipment or technology to be used;
G. To determine and/or change the facilities, methods, technological means, and size of the work force by which the City operations are to be conducted;
H. To determine and change the number of locations, relocations and type of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City to the extent permitted by law;
I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
J. To establish and modify productivity and performance program and standards;
K. To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons;
L. To discharge, suspend, demote, or otherwise discipline classified non at will employees for proper cause;
M. To determine job classification and to reclassify employees;
N. To hire, transfer, promote and demote employees for non-disciplinary reasons;
O. To determine and administer policies, procedures and standards for selection, training, and promotion of employees;
P. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;
Q. To maintain order and efficiency in its facilities and operations;
R. To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention with this MOU;
S. To take any and all necessary action to carry out the mission of the City in emergencies.

2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements by law, whenever the exercise of management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights. By agreeing to meet and confer with the Association as
to the impact of the exercise of any of the foregoing City rights, management’s discretion in the exercise of these rights shall not be diminished.

ARTICLE 17  Association Rights

1. Release Time for Representatives

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

A. Association may designate up to eight (8) members as Representatives and shall in writing notify the City Manager and Human Resources Director of such designations. City has no obligation to change or adjust normal program scheduling or assignments of members as a result of such designations.

B. One such designated representative may, without loss of pay or benefits, attend mutually scheduled grievance or disciplinary action meetings and hearings with Department Directors or other non-bargaining association management staff; gather information; or interview the subject member or witnesses. Attendance is subject to permission of the representative’s Manager. Denial of attendance at meetings, hearings, or other member related activities shall be based upon operational needs and shall not unreasonably be denied.

C. Representatives and/or officers, with immediate supervisor approval, may leave to attend employer-employee relations seminars. Such approval shall not be unreasonably denied. The representatives and/or officers may elect to use accrued leave to be paid for the absence.

2. List of Members

Upon request, not to exceed once each calendar quarter, the City shall provide association with a list of members, their membership status, their address and telephone number, their classifications and departments, and updates as to transfers, promotions, new City employees, and separations from service within the Association.

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

3. Payroll Deductions & Membership Dues
A. Members may execute a written authorization for dues deduction. City shall deduct dues from their paychecks and transmit promptly those dues to the Association.

B. City shall deduct from the biweekly paycheck of members the regular periodic membership dues (as certified in writing to the City Manager by an authorized official of association), and the cost of regular periodic association-sponsored benefits or other voluntary deductions, pursuant to receipt of the City’s deduction authorization form, duly completed and signed by the members. City shall transmit such deductions biweekly to the association.

C. Dues deductions shall be made only when the association member’s earnings for a pay period are sufficient after other legally required deductions are made.

D. City and Association agree that City assumes no liability on account of any actions taken or not taken pursuant to this section.

4. Meeting Locations

A. Upon request, City may provide association with a location for a meeting to occur outside working hours of the attendees, provided the space is available and association complies with all City and department rules, policies, and directions.

B. Meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or designee, and will indicate the date, time and general purpose of the meeting for which the facilities are being requested.

C. Association understands and agrees that the City Manager or designee may deny the request when the purpose of the meeting makes such use inappropriate.

5. Distribution of Association Materials

A. Bulletin Boards

City agrees that association may use designated bulletin boards or portions of boards in each work location in which members work. City and association shall jointly identify bulletin board space. Posted materials may include notices of association meetings, association news, and appointments and results of elections or ratification votes.
A copy of all material to be displayed upon bulletin board shall be provided to the Director of Human Resources upon request. If the Director objects to the material, the Director shall notify association staff. In such event, the materials shall not be placed on the bulletin board, based upon the Director’s objections. Association is responsible for posting and removal of material on the designated bulletin board and for the neat and orderly maintenance thereof.

B. City Email

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

ARTICLE 18  Employee Rights

1. Review of Personnel Actions

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

2. Personnel File Inspection

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


Except to respond to inquiries, a member shall not be required to carry out orders directly from a City Councilmember. Instead, the member must consult and follow the direction of the City Manager or department head. All communications from Council members about the administration of the City must only be made through the City Manager. A member shall be free from coercion or influence by a City Councilmember in respect to any contract, purchase of supplies or any other administrative action.

ARTICLE 19  Miscellaneous Terms

1. Personnel Rules & Regulations

This MOU incorporates by reference the City’s Personnel Rules & Regulations, except insofar as it is superseded specifically by this MOU. Any inconsistency
between the Personnel Rules & Regulations and this MOU shall be interpreted in
favor of this MOU.

2. Administrative Manual

This MOU incorporates by reference the City’s Administrative Manual, except
insofar as it is superseded specifically by this MOU. Any inconsistency between
the Admin Manual and this MOU shall be interpreted in favor of this MOU.

3. Prior Documents

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

Any benefits contemplated by the Administrative Manual and/or Personnel Rules
& Regulations, in addition to the benefits in the MOU, are incorporated by
reference under section 2 and section 3 above.

4. No Meet and Confer Requirement

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

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

5. Complete Agreement

This MOU constitutes the total and entire agreement between the City and
association. No verbal statement shall supersede any of the MOU’s provisions.

6. Savings Clause

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

7. Successor MOU

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

Dated _____ of February __, 2015

For the City of Oxnard

For the Oxnard Mid Managers Association

[Signature]

President

APPROVED AS TO FORM:

Stephen Fischer, Interim City Attorney
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 14,717 AND ESTABLISHING RULES FOR THE
APPLICATION OF COMPENSATION RATES AND BENEFIT LEVELS FOR
UNREPRESENTED EXECUTIVE, UNREPRESENTED MID-MANAGEMENT
AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR FY2014-15

RESOLVED, by the City Council of the City of Oxnard, as follows:

Section I. Applicability

A. General. The provisions of this Resolution shall be applicable to both classified and
unclassified services of the City of Oxnard, provided, however, that if any provisions of a
Memorandum of Understanding or employment contract adopted and approved by the
City Council under chapter 3, Article II, sections 3-50 and 3-76 of the Code of the City of
Oxnard, California (the “City Code”) and currently in effect are clearly and specifically in
conflict with any rule contained in this resolution, the provision in such Memorandum of
Understanding or employment contract shall prevail.

B. Council Authority Necessary to Amend Resolution. Any exception to these provisions
must be authorized by the City Council prior to the action, or in the case of a bona fide
emergency, at the next scheduled City Council meeting following the action. Actions are
submitted through the agenda process by the City Manager or the Human Resources
Director, as applicable, in open session or through the City Attorney in closed session as
permitted under the Brown Act and ultimately placed on the City Council’s open agenda
prior to final approval. California Constitution Article XI incorporates the concept
derived from principles of public accountability that government employees should not
be paid for time not worked, for services not performed or authorized due to the need to
be accountable to the taxpayers for the expenditure of public funds. (Contravention of
this provision is referred to as a “gift of public funds.”) Therefore, the City, as a
subdivision of the State, must abide by the provisions of this Section in its compensation
policies and practices.

C. Unrepresented Employees. Sections IV through XIII of this Resolution apply only to
Unrepresented Executive Employees, Unrepresented Mid-management Employees,
Unrepresented Confidential Employees and/or all other positions not represented by any
recognized employee organization. “Unrepresented Executive Employee(s)” shall have
the same meaning as the term “Employee, Management” in chapter 3, Article II sections
3-37(E) and 3-63(E) of the City Code. “Unrepresented Confidential Employee(s)” shall
have the same meaning as the term “Employee, Confidential” in chapter 3, Article II
sections 3-37(D) and 3-63(D) of the City Code. “Unrepresented Mid-Management
Employee(s)” shall be defined as employees falling within the definition of
“Unrepresented Confidential Employee(s)” whose job classifications are listed on Exhibit 2 to this Resolution. The term “employees” as used in Sections IV through XIII of this Resolution shall be defined to include Unrepresented Confidential Employees, Unrepresented Mid-Management Employees and Unrepresented Executive Employees.

Section II.  Hours of Work

A.  Core Business Hours

i.  The City’s core business hours are 8:00 a.m. to 6:00 p.m., Monday through Friday, with City offices being closed on alternating Fridays. Employees who work in departments with 24-hour operations shall be excluded from this section. Employees subject to this section are expected to be on-site during core business hours, regardless of their status as exempt or non-exempt employees.

B.  Work Schedules

i.  The City work schedules include 3/12, 4/10, and 9/80. The City shall establish and modify work schedules for all employees based on operational necessity to provide services to the public.

C.  Full time employees are employees who are regularly scheduled to work forty (40) hours per workweek. Part time employees are employees who are regularly scheduled to work less than forty (40) hours per workweek.

D.  Recording of Time

i.  Employees are required to record all hours worked and leave taken on City-provided time sheets. This provision applies to both exempt and non-exempt employees. Any exempt employee working less than eighty (80) hours in a given pay period must utilize accrued paid leave time in order account for such shortfall in hours. Employees shall be required to sign their timesheets, and timesheets of employees who report to them, under penalty of perjury and may be subject to discipline in the event that they sign an inaccurate timesheet.

Section III.  Nepotism

A.  No person shall be employed in any position in which the employee will directly or indirectly supervise, or in which the employees will be directly or indirectly supervised by, the employee’s spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step-grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person with whom the employee has a relationship in loco parentis. Employees are obligated to disclose any such relationship to the Director of Human Resources.
Section IV. Salaries

A. Salary ranges for Unrepresented Confidential Employees, Unrepresented Mid-Management Employees, and Unrepresented Executive Employees are set forth on Exhibits 1, 2 and 3 respectively. The rates in Exhibit 1 are listed in dollars per hour. The rates in Exhibits 2 and 3 are listed in dollars per hour, as well as bi-weekly, monthly and annual rates. Effective the pay period commencing on October 11th, 2014, the City shall implement a three percent (3%) pay increase for all Unrepresented Mid-Management Employees and Unrepresented Executive Employees, with the exception of the City Manager and the City Attorney. Amended salary schedules for Unrepresented Mid-Management Employees and Unrepresented Executive Employees shall be made available to the public on the City’s website as soon as administratively possible following adoption of this Resolution.

B. Salary ranges for represented employee groups are listed in their respective memoranda of understanding.

C. Wages for Temporary and Part-Time Employees

   i. Temporary and part-time employees shall be paid on an hourly basis for hours actually worked, subject to the provisions of section IV.E and/or the Fair Labor Standards Act, which provides for overtime compensation for hours worked in excess of 40 per workweek.

   ii. Unrepresented temporary and/or part-time employees who are employed in classifications that are represented shall be paid on the same salary scale as listed for the represented employee in the same class.

   iii. Any such employee in a class having a monthly salary rate shall be paid an hourly rate that is converted from the monthly salary for that class.

D. Pay Periods

   i. Each pay period shall cover fourteen (14) consecutive calendar days and there shall be twenty-six pay periods per calendar year.

E. Exempt Employees

   i. Employees in classes that have been deemed “exempt” shall not be entitled to payment or compensatory time off for overtime as provided for in the rules and regulations of the Fair Labor Standards Act.

   ii. In accordance with the rules and regulations of the Fair Labor Standards Act, the base salary of exempt employees shall not be reduced due to variations in the quality or quantity of the work performed. Any reduction in wages that are a result of discipline will comply with the Fair Labor Standards Act.
iii. Employees exempt from overtime are subject to the requirements related to recording of time worked and time spent on paid leave set forth in section II.C.

F. Salary Upon Employment

i. When an appointment is made to a budgeted position, the starting pay will normally be the minimum rate set forth in the applicable salary range and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the applicable classification.

ii. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a higher rate than the minimum upon recommendation from the Department Head with the approval of the City Manager. In no event shall an individual’s salary rate exceed the maximum limit of the salary range for the applicable classification.

G. Salary Upon Reinstatement Following Voluntary Separation

i. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who has resigned from City service in good standing may apply for reinstatement within one year of his or her resignation to the position he or she left, if vacant, by means of a written request. If the City Manager approves reinstatement, the applicant may be reemployed in the same job classification as occupied upon resignation at the same or in a lower salary range as paid at the time of resignation. Such 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.

ii. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an “at will” basis.

H. Salary and Benefits Upon Restoration or Reemployment Following Reduction in Force

i. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who is demoted as a result of a reduction in force shall have the employee’s name placed on a classification reinstatement list, in the order of the City Length of Service. Vacant positions within a classification shall be first offered to employees on this reinstatement list.

ii. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who has been laid off shall have his or her name placed on a reemployment list for classifications in which the employee previously held 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.

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

a. Seniority at time of layoff for purposes of determining step increases, annual leave accrual and future layoff priority.

b. 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.

iv. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an “at will” basis.

I. Duration of Lists

i. The name of an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee shall remain on the reinstatement list and reemployment list for a period of two (2) years from the date of demotion or layoff. Such an employee who does responding to written notification of an opening within nine (9) working days shall have the employee’s name removed from either the reemployment list or reinstatement list.

ii. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an “at will” basis.

J. Salary Upon Promotion

i. The beginning base wage for promotions shall be the next highest step on the applicable step range or, shall place the employee at the bottom of the range of the position into which the employee is promoted.

Section V. Overtime and Compensatory Time Off for Unrepresented Confidential Employees

A. Unrepresented Confidential Employees who are not designated as “exempt” for purposes of the Fair Labor Standards Act shall be eligible to receive overtime payment if an employee is required by his or her supervisor to work in excess of forty (40) hours in a single FLSA work period. Overtime compensation shall be paid at one-and-one half
times his or her regular rate of pay, which includes base wages, bilingual pay, longevity pay, confidential pay and educational incentive pay, as applicable.

B. Unrepresented Confidential Employees who are not designated as "exempt" for purposes of the Fair Labor Standards Act may elect to receive compensatory time off in lieu of payment for overtime worked. Such employees shall accrue compensatory time off at the rate of one and one half hours for each overtime hour worked, up to a maximum accumulation of eighty (80) hours. The request for compensatory time off in lieu of payment for overtime worked shall be made at the time the overtime is worked. The City shall automatically cash out any compensatory time off accruals in excess of eighty (80) hours during the month of July.

Section VI. Other Compensation Provisions

A. Mileage for Travel Outside City Limits

i. When 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, at least one of which is located outside of the City limits, City shall compensate the employee. Employees shall make claims for mileage compensation that are consistent with current IRS rates on City designated forms.

B. Confidential Pay

i. Unrepresented Confidential Employees shall be entitled to a specialty pay equal to 5% of their base wages.

C. Bilingual Pay

i. Rate of Bilingual Pay

   a. A regular, full-time Unrepresented Confidential 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.

ii. Conditions for Receipt

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

      1. The employee’s position has been designated by the City Manager or designee as one qualifying for bilingual pay on the basis that:

         i. 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 a language other than English in communicating with the members of the public, or

ii. On a regular, daily basis the employee is called upon by the City to provide a language other than English interpretation or translation services for other City employees in connection with the performance of the usual job duties of such other employees; or

iii. The employee is determined by the City Manager or designee to be fluent in a language other than English and the employee possesses and displays a sensitivity for the cultural needs of the City’s other than English speaking population.

D. Longevity Pay

i. Unrepresented Confidential 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. Unrepresented Confidential 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. Unrepresented Confidential 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.

Section VII. Holidays

A. Observed holidays include:

New Year's Day (January 1st)
Martin Luther King's Day (the third Monday in January)
Presidents' Day (the third Monday in February)
Cesar Chavez Day (March 31)
Memorial Day (the last Monday in May)
Independence Day (July 4th)
Labor Day (the first Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day
Christmas Day (December 25th)
Employees shall be entitled to holiday pay if an observed holiday falls on an employee’s regularly scheduled workday and if the employee is in paid status on the day before or the day after an observed holiday.

B. Work on Holidays

i. Unrepresented Confidential Employees required to work on a City-observed holiday shall be paid one and one-half their regular rate of pay for hours actually worked, or receive compensatory time off, subject to the accrual cap set forth in Section V, at the rate of one and one half times hours actually worked on the holiday, in addition to receiving straight time pay for said holiday. In order for such an employee to qualify for overtime pay under this section, such employee’s regularly scheduled workday must fall on the day before and/or the day after such holiday.

C. Holidays on Weekends

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

Section VIII. Paid Leaves

A. Annual Leave

i. Accrual Levels

Unrepresented Confidential Employees and Unrepresented Mid-Management Employees will accrue annual leave based on the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Months of Service</th>
<th>Biweekly Accruals</th>
<th>Annual Accrual</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 5</td>
<td>0-59</td>
<td>6.24</td>
<td>162.24</td>
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<tr>
<td>5-6</td>
<td>60-71</td>
<td>7.47</td>
<td>194.22</td>
<td>388.44</td>
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<tr>
<td>6-7</td>
<td>72-83</td>
<td>7.78</td>
<td>202.28</td>
<td>404.56</td>
</tr>
<tr>
<td>7-8</td>
<td>84-95</td>
<td>8.09</td>
<td>210.34</td>
<td>420.68</td>
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<tr>
<td>8-9</td>
<td>96-107</td>
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</tr>
<tr>
<td>9-10</td>
<td>108-119</td>
<td>8.70</td>
<td>226.20</td>
<td>452.40</td>
</tr>
<tr>
<td>10-11</td>
<td>120-131</td>
<td>9.54</td>
<td>248.04</td>
<td>496.08</td>
</tr>
<tr>
<td>11-12</td>
<td>132-143</td>
<td>9.85</td>
<td>256.10</td>
<td>512.20</td>
</tr>
<tr>
<td>12-13</td>
<td>144-155</td>
<td>10-16</td>
<td>264.16</td>
<td>528.32</td>
</tr>
<tr>
<td>13-14</td>
<td>156-167</td>
<td>10.46</td>
<td>271.96</td>
<td>543.92</td>
</tr>
<tr>
<td>14-15</td>
<td>168-179</td>
<td>10.77</td>
<td>280.02</td>
<td>560.04</td>
</tr>
<tr>
<td>&gt; 15</td>
<td>180+</td>
<td>11.78</td>
<td>306.28</td>
<td>612.56</td>
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</table>
Unrepresented Executive Employees will accrue annual leave based on the following schedule:

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<th>Years of Service</th>
<th>Months of Service</th>
<th>Biweekly Accruals</th>
<th>Annual Accrual</th>
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<td>186.16</td>
<td>372.34</td>
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<tr>
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<td>24-59</td>
<td>9.62</td>
<td>250.12</td>
<td>500.24</td>
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<tr>
<td>5+</td>
<td>60+</td>
<td>12.08</td>
<td>314.08</td>
<td>628.16</td>
</tr>
</tbody>
</table>

ii. Usage

a. Accrued annual leave may be taken at one day at a time, or it may be taken several days at a time. The annual leave is to be scheduled between the employee and his or her supervisor in such a manner that such employee’s absence will not impair division operations.

iii. Maximum Annual Leave Accrual

a. Once an employee reaches his or her maximum annual leave accrual, he or she will not be permitted to accrue any additional annual leave until he or she uses sufficient annual leave so as to bring his or her annual leave balance below the applicable cap. Accrual will recommence in the following pay period.

iv. Redemption

a. After five (5) years of regular full-time service, an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee may receive pay in lieu of up to forty (40) hours of annual leave provided that funds are allocated to cover these costs in the employee’s department’s budget and that such employee has taken at least forty (40) hours of annual leave in the preceding twelve (12) months.

b. After ten (10) years of regular full-time service, an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee may receive pay in lieu of up to eighty (80) hours of annual leave provided that funds are allocated to cover these costs in the employee’s department’s budget and that such employee has taken at least eighty (80) hours of annual leave in the preceding twelve (12) months.

c. Any Unrepresented Executive Employee, regardless of full-time years of service, may receive pay for redemption of up to 120 hours of annual leave during each calendar year.

d. All requests for annual leave redemption must be made by the employee, in writing, using a City form and, said requests must be submitted to the City’s payroll department during the months of July and December for the employee to receive the redemption.
e. Pay under this subsection shall be calculated based on base wages, longevity pay, educational incentive pay, confidential pay, and bilingual pay, as applicable.

v. Payment Upon Separation

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

vi. Discontinuance of Reserve Leave Program and Treatment of Accrued Reserve Leave.

a. If an employee were previously permitted to create and maintain a reserve leave bank, such employee’s reserve leave bank balance will remain available for use by employees as annual leave, subject to the conditions for use set forth in this section. Employees will no longer be permitted to add additional hours to their reserve leave banks and new employees will not be permitted to create reserve leave banks.

B. Administrative Leave

i. Full time Unrepresented Mid-Management Employees in permanent positions who classified as “exempt” for purposes of the Fair Labor Standards Act, such that they are not eligible for payment of overtime or an equivalent amount of compensatory time off shall be granted administrative leave. At the start of each fiscal year, such employees will be granted forty (40) hours of administrative leave.

ii. Full time Unrepresented Executive Employees in permanent positions who classified as “exempt” for purposes of the Fair Labor Standards Act, such that they are not eligible for payment of overtime or an equivalent amount of compensatory time off shall be granted administrative leave. At the start of each fiscal year, such employees will be granted eighty (80) hours of administrative leave.

iii. Administrative leave not taken during the fiscal year in which it is granted shall not be carried over to the subsequent fiscal year; employees shall not be permitted to maintain an administrative leave balance in excess of forty (40) hours for Unrepresented Mid-Management Employees or eighty (80) hours for Unrepresented Executive Employees.

iv. Administrative leave shall be scheduled at the convenience of the employee’s department and must be approved by the employee’s supervisor prior to its use.
C. Bereavement Leave

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

ii. 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, spouse’s parents, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), registered domestic partner, and any blood relative(s) living in the immediate household.

iii. Immediately upon return from bereavement leave, the employee shall furnish to the Department Director/Division Supervising Manager some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

D. Workers’ Compensation

i. Employees who are injured or become ill in the course of employment shall be paid in accordance with the applicable workers’ compensation laws of the State of California.

E. Military Leave

i. Employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code, or as otherwise enhanced by City Council action.

F. Jury Duty and Court Appearances Within Scope of Duties

i. Conditions

If an employee is called for jury duty or is subpoenaed as a witness in litigation as a result of the employee’s official duties with the City, he/she shall be granted a leave of absence with pay provided that:

a. The employee’s supervisor has been notified by the employee of the jury duty summons or witness subpoena.

b. 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.

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.

ii. Amount Limited

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

Section IX. Health and Welfare Benefits

A. Health Insurance

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

ii. The City offers health coverage under the Public Employees’ Medical and Hospital Care Act (“PEMHCA”). In accordance with the requirements of PEMHCA, the City shall make a direct contribution of $122 per month towards active employees’ health care costs in calendar year 2015. This amount is equal to the statutory minimum contribution set by CalPERS and is subject to change as further required by CalPERS.

iii. In addition to the direct PEMHCA contribution described above, the City will make an additional contribution towards a cafeteria plan for active employees. The City’s cafeteria plan contribution for Unrepresented Executive Employees shall equal $242.31 per bi-weekly pay period and shall equal $200.00 per bi-weekly pay period for Unrepresented Confidential Employees and Unrepresented Mid-Management Employees.

B. Dental Insurance

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

C. Flex Spending Plan

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

D. Wellness Program

i. Employees may participate in the City wellness program for so long as the City maintains a wellness program.

Section X. Deferred Compensation

Employees shall be permitted to participate in the City’s section 457 deferred compensation plan for as long as such a plan is maintained by the City. Unrepresented Confidential Employees and Unrepresented Mid-Management Employees will also have the option to convert up to forty (40) hours of accrued vacation or annual leave for deposit into a section 457 deferred compensation plan each calendar year. Unrepresented Executive Employees will have the option to convert up to eighty (80) hours of accrued vacation or annual leave for deposit into a section 457 deferred compensation plan each calendar year.

Section XI. Family and Medical Leave

Employees shall be permitted to request leave pursuant to, and consistent with, the Family and Medical Leave Act and any applicable City policy.

Section XII. Retirement

A. CalPERS Retirement for Miscellaneous Employees Hired before January 1, 2013

i. The City’s contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.

ii. The City’s contract with CalPERS provides for the "Single Highest Year" retirement benefit.

iii. The City shall pay the 7% percent employee contribution directly to CalPERS in FY2014-15. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of required employee retirement contributions to PERS.
B. CalPERS Retirement for Miscellaneous Employees Hired on or after January 1, 2013

i. “New Members”, as defined by the Public Employees’ Pension Reform Act (“PEPRA”) are covered by the two percent (2%) at age sixty two (62) retirement formula.

ii. New Members’ retirement benefit will be based on the highest 36 consecutive months of compensation earnable.

iii. New Members will pay an employee contribution to PERS at the rate of fifty percent (50%) of the total “normal cost” of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.

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

v. The City’s contract with CalPERS contains the Fourth Level Survivor Benefit and Military Service Credit for all employees.

C. CalPERS Retirement for Safety Employees Hired before January 1, 2013

i. The City’s contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.

ii. The City’s contract with CalPERS provides for the "Single Highest Year" retirement benefit.

iii. City shall pay the 9% percent employee contribution directly to CalPERS in FY2014-15. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of required employee retirement contributions to PERS.

D. CalPERS Retirement for Safety Employees Hired on or after January 1, 2013

i. The City’s contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.

ii. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.

iii. New Members of the City’s police retirement plan will pay an employee contribution to PERS at the rate of fifty percent (50%) of the total “normal cost” of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.
E. PARS Contribution

i. City shall provide to all miscellaneous Unrepresented Confidential Employees, miscellaneous Unrepresented Mid-Management Employees and miscellaneous Unrepresented Executive 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.

ii. The employees' contribution to PARS shall be eight percent (8%) of the wages upon which the employee’s retirement contributions are computed. The City shall pay three percent (3%) of the employee contribution in FY2014-15 for Unrepresented Mid-Management Employees, in addition to the actuarially calculated employer contribution. Unrepresented Mid-Management Employees shall contribute the remaining five percent (5%) in FY2014-15. The City shall pay two point five percent (2.5%) of the employee contribution in FY2014-15 for Unrepresented Confidential Employees, in addition to the actuarially calculated employer contribution. Unrepresented Confidential Employees shall contribute the remaining five point five percent (5.5%) in FY2014-15.

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

iv. Employees hired on or after January 1, 2013, who are “new members” as defined in PEPRA, including “classic” employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefit.

Section XIII. City Rights

The City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and workforce performing those services in all respects. 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, 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 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.
Section XIV. Severability

It is understood and agreed that this Resolution is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the City Municipal Code. If any part or provision of this Resolution is in conflict or inconsistent with such applicable provisions of those Federal, State, or City enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Resolution shall not be affected. If any part or provision of this Resolution is suspended or superseded part or provision with the understanding that the total compensation to employees under this Resolution shall not be reduced or increased as a result of this Section.

Section XV. Conflicting Resolutions

All resolutions, parts of resolutions, or City policies and procedures in conflict with this resolution, except as such resolutions or parts thereof approve a Memorandum of Understanding, are hereby repealed. **Specifically, this resolution hereby supersedes Resolution No. 14,717, adopted by the City Council on February 10, 2015.**

Section XVI. Effective Date

This resolution shall become effective following adoption by the City Council in accordance with the Brown Act. This resolution shall remain in full force and effect unless and until amended, repealed or otherwise modified by the City Council in accordance with the Brown Act.

**PASSED AND ADOPTED THIS 24 day of February, 2015, by the following vote:**

AYES:
NOES:
ABSENT:
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

cc: All City Department Heads
### EXHIBIT 1
CLASSIFICATIONS AND SALARY RANGES
CONFIDENTIAL
EFFECTIVE 1/1/14

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- **C67**: Employee Relations Coordinator
- **C80**: Executive Assistant I
- **C85**: Executive Assistant II
- **C70**: Human Resources Technician
- **C10**: Office Assistant I
- **C20**: Office Assistant II
- **C75**: Paralegal
- **C72**: Safety Specialist
- **C55**: Sr. Administrative Secretary
- **C75**: Sr. Benefits Coordinator
- **C75**: Sr. Human Resources Coordinator
- **C69**: Workers' Comp Specialist
### EXHIBIT 2

**CLASSIFICATION AND SALARY RANGES**

*MC* SCHEDULE (CONFIDENTIAL MANAGEMENT EMPLOYEES)

**EFFECTIVE 10/11/14**

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## EXHIBIT 3

### CLASSIFICATIONS AND SALARY RANGES

**T SCHEDULE (TOP MANAGEMENT)**

**Effective 10/11/14**

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Updated 12/02/14