

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

OCTOBER 1, 2019 – JUNE 30, 2022

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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 October 1, 2019 and shall remain in full force and effect through June 30, 2022.

ARTICLE 3 Salaries and Compensation

1. Cost of Living Adjustment

There shall be no cost of living adjustments during the term of this contract.

2. Advancement within the Salary Range

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

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

3. Payroll Period - Biweekly

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

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

4. Payment Upon Separation

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

5. Promotions

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

6. Merit Increases

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

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

7. Interim Appointments

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

8. Out of Class Pay

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

9. Bilingual Pay

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

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

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

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

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

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

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

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

10. Call Back

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

11. Safety Boots

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

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

1. Mileage

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

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

2. Tuition

A. Amount of Reimbursement/Conditions

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

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

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

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:

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

Medical - The City will increase the monthly contribution to medical by \$370 at the beginning of the 2020 benefits plan year which is reflected in the first pay check of the 2020 calendar year. The total new contribution is as follows:

Employee Only – \$803.00
Employee plus one - \$803.00
Family - \$803.00

The City will make an additional \$370 contribution for each tier of medical effective at the beginning of the 2021 benefit year which is reflected in the first pay check of 2021. The total new contribution is as follows:

Employee Only – \$1173.00
Employee plus One - \$1173.00
Family - \$1173.00

The City will make an additional \$370 contribution for each tier of medical effective at the beginning of the 2022 benefit year which is reflected in the first pay check of 2022 in the third benefit year following Council approval. The total new contribution is as follows:

Employee Only – \$1543.00
Employee plus One - \$1543.00
Family - \$1543.00

Any contributions remaining will be issued as cash back after applied to the medical plan premium.

For those employees who waive the medical, the City will contribute the following per month in each plan year

Year 1 - \$703
Year 2 - \$973
Year 3 – \$1243

In the final year of the contract if the bargaining group does not obtain and maintain an 80% participation then the contribution for those who “waive” will be reduced to \$900 per month in the subsequent benefit year.

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 as the plan is offered by the City and permitted under IRS rules and regulations.

6. Wellness Program

Members will be reimbursed for all eligible health and wellness expenses, including, but not limited to: preventative medical examinations (minus any amount paid by a private insurance plan), health club or gym memberships, licensed weight loss facility memberships, physical therapy sessions, smoking cessation programs, and items on the list below. Regardless of which option the employee selects, the combined maximum reimbursement is \$500 per fiscal year per employee. Changes to the Wellness Program – including to the \$500 fiscal year reimbursement cap – are subject to mutual agreement by the parties.

Items which are eligible for reimbursement are as follows:

Wearable exercise technology that are intended exclusively to monitor fitness activity, heart rate, calories, etc.

Weightlifting equipment – Weight plates, barbells, dumbbells, kettle bells, weight lifting bars, benches, racks, and machines

Cardio machines – Elliptical, treadmills, stair machines, rowing machines

Membership fees – gym memberships, weight loss membership, smoking cessation programs, yoga memberships, etc.

ARTICLE 6 Retirement

1. CalPERS Defined Benefit Pension Plan

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

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

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

Benefits for “Classic” Members.

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

Benefits for “New” Members.

- A. New Members are covered by the two percent (2%) at age sixty two (62) retirement formula.
- B. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- C. New Members will pay a member contribution to PERS at the rate of fifty percent (50%) of the total “normal cost” of the plan (set at 6.75% for FY2015-16 and 6.00% for FY2016-17), as defined by CalPERS. This will be paid through a payroll deduction.
- D. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h) (2) to ensure that the employee contribution is made on a pre-tax basis.

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

2. PARS Supplemental Retirement Benefit Plan

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

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

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

3. Deferred Compensation

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

Beginning the first full pay period of 2020, the City will contribute 1% of employee salary to a 401(a) plan of its choosing.

ARTICLE 7 Leaves

1. Holiday Leave

A. Observed Holidays Include:

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

B. Leave Hours

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

C. Holidays on Weekends

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

2. Promotion into the Bargaining Unit

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.

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

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

- A. The maximum amount of annual leave a member may carry forward from pay period to pay period shall not exceed twice the number of hours of annual leave that the employee currently earns in twenty-six (26) biweekly pay periods.
- B. The City Manager may waive the maximum amount of annual leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.
- C. Members shall cease accrual of any additional leave hours beyond the maximum cap, beginning with the pay period in which the member exceeds the maximum amount of leave, until the member's accrued leave is brought under the maximum allowable cap.

- D. Members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan. The amount of annual leave and/or vacation leave that may be transferred shall be limited to either the redemption amounts specified herein or the contribution caps set forth in the Internal Revenue Code, whichever is lower. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City's payroll department.
- E. Prior to separation, members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan in their final year of employment with the City. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution caps set forth in the Internal Revenue Code. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City's payroll department.

4. Reserve Leave Fund ("RLF") & Excess Leave Accounts.

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

- A. Reserve Leave Fund: Members may use their RLF balance to cover leaves of absence, consistent with the terms governing the use of annual leave, as set forth in this Article. Members may not transfer any additional accrued leave into their RLFs and employees who join the bargaining unit after February 24, 2015 shall not have the right to create a RLF.
- B. Excess Leave Account: Excess leave hours are subject to the following terms.
 - 1. 80% grandfathered excess leave bank account: This leave is available for use and has cash value as set forth in this paragraph. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance, if any, will be cashed-out. The cash value is calculated at the member's pay rate as of December 4, 2014.

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

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

5. Redemption

Members may cash out leave as follows:

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

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

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

6. Payment Upon Separation

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

7. Administrative Leave

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

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

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

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

8. Bereavement Leave

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

Immediate family shall include the following individuals related to the member or the member's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, 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.

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

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

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

ARTICLE 9 Labor/Management Committee

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

ARTICLE 10 Grievances

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

1. Definition

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

2. Time Limits

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

3. Informal Resolution

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

4. Formal Grievance Procedure

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

5. Formal Grievance Appeal

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

6. Administrative Appeal of a Formal Grievance

If the response by the Human Resources Director or his/her designee does not result in resolution of the formal grievance, the member may appeal the grievance to the City Manager's Office within ten (10) business days of the member's receipt of the Human Resources Director's or his/her designee's response. The City Manager may set a meeting with the member, the member's designated representative, and such

other persons as deemed appropriate to consider the grievance. Within twenty-one (21) business days of receipt of the formal grievance, the City Manager will submit a response to the member and the member's representative.

ARTICLE 11 Discipline

1. Definition of Disciplinary Action

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

2. Pre-Deprivation Due Process - Notice of Intent

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

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

3. Post Deprivation Due Process - Advisory Arbitration

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

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

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

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

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

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

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

ARTICLE 12 Reduction in Force

1. Definitions

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

2. Impact Bargaining

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

3. Procedure

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

4. Notification

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

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

5. Order

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

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

6. Displacement Rights

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

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

Conditions which affect displacement rights are as follows:

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

7. Demotion in lieu of Displacement

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

8. Transfer

- A. 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. This notice period may be shortened by mutual agreement between the member and the City. If the member fails to provide at least two (2) weeks' notice and the parties have not mutually agreed to a shorter notice period, the City may enter a notation of that fact in the member's personnel file.

2. Forfeiture of Privileges

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

3. Reinstatement

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

ARTICLE 14 Outside Employment

1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment (outside employment) by members, particularly where there is a

potential that such employment would impair a member's ability to perform the member's City duties.

2. Prohibiting Conditions

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

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

3. Authorization

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

4. Limitation

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

5. Order to Cease Working

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

ARTICLE 15 No Strikes

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

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

ARTICLE 16 City Rights

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

- N. To hire, transfer, promote and demote employees for non-disciplinary reasons;
 - O. To determine and administer policies, procedures and standards for selection, training, and promotion of employees;
 - P. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;
 - Q. To maintain order and efficiency in its facilities and operations;
 - R. To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention with this MOU;
 - S. To take any and all necessary action to carry out the mission of the City in emergencies.
2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements by law, whenever the exercise of management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights. By agreeing to meet and confer with the Association as to the impact of the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE 17 Association Rights

1. Release Time for Representatives

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

- A. Association may designate up to eight (8) members as Representatives and shall in writing notify the City Manager and Human Resources Director of such designations. City has no obligation to change or adjust normal program scheduling or assignments of members as a result of such designations.
- B. One such designated representative may, without loss of pay or benefits, attend mutually scheduled grievance or disciplinary action meetings and hearings with Department Directors or other non-bargaining association management staff; gather information; or interview the subject member or witnesses. Attendance is subject to permission of the representative's Manager. Denial of attendance at meetings, hearings, or other member related activities shall be based upon operational needs and shall not unreasonably be denied.

- C. Up to eight (8) such designated representatives may, without loss of pay or benefits, attend meet and confer sessions related to negotiations of successor MOUs and any other meet and confer sessions regarding proposed changes in terms and conditions of employment. Requests for release time under this paragraph shall not be unreasonably denied and such denial shall be based upon operational needs.
- D. Representatives and/or officers, with immediate supervisor approval, may leave to attend employer-employee relations seminars. Such approval shall not be unreasonably denied. The representatives and/or officers may elect to use accrued leave to be paid for the absence.

2. Job Classifications

The City shall provide to OMMA representatives:

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

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

3. Association Security

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

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

4. List of Members

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

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

5. Payroll Deductions & Membership Dues

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

6. Meeting Locations

- A. Upon request, City may provide association with a location for a meeting to occur outside working hours of the attendees, provided the space is

available and association complies with all City and department rules, policies, and directions.

- B. Meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or designee, and will indicate the date, time and general purpose of the meeting for which the facilities are being requested.
- C. Association understands and agrees that the City Manager or designee may deny the request when the purpose of the meeting makes such use inappropriate.

7. Distribution of Association Materials

A. Bulletin Boards

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

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

B. City Email

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

ARTICLE 18 Employee Rights

1. Review of Personnel Actions

Employees shall have the opportunity to review their performance evaluations with their Manager. If, after review, the employee disagrees with the Manager's assessment, the employee may provide a written response within thirty (30) days of

the meeting, explaining the difference of fact or opinion. The employee's response shall then be attached to the performance evaluation.

2. Written Reprimands

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

3. Personnel File Inspection

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

4. Non-Interference in Administrative Affairs.

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

ARTICLE 19 Miscellaneous Terms

1. Personnel Rules & Regulations

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

2. Administrative Manual

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

3. Prior Documents

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

4. No Meet and Confer Requirement

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

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

5. Reopener

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

6. Complete Agreement

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

7. Savings Clause


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

8. Successor MOU

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

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CITY OF OXNARD

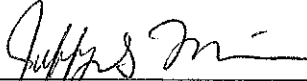


Alexander Nguyen, City Manager

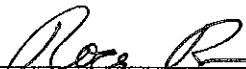


Steve Naveau, Human Resources Director

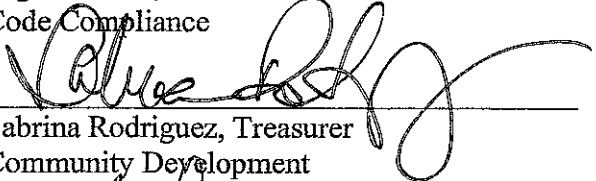
*OXNARD MID-MANAGERS
ASSOCIATION*



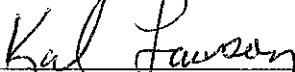
Jeffrey Miller, President, Public Works



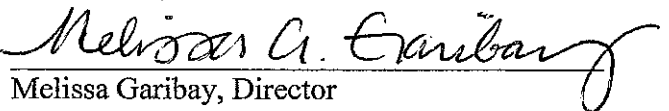
Roger Brooks, Vice-President
Code Compliance




Sabrina Rodriguez, Treasurer
Community Development



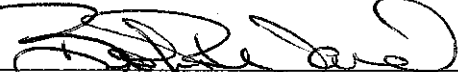
Karl Lawson, Secretary
Housing Department



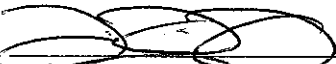
Melissa Garibay, Director
Police Department



Jerome Staszewski, Director
Information Systems



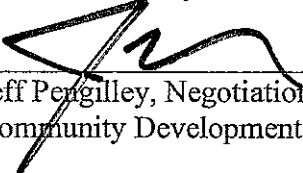
Beth Ward, Director
Police Department



Luis Guereca, Negotiations Committee
Public Information



Armida Monares, Negotiations Committee
Office of the City Treasurer



Jeff Pengilly, Negotiations Committee
Community Development

Attachment A

Represented Classifications

Classification Title	Class Code	Salary Range
Accounting Manager	7208	M48
Assistant City Clerk	1402	M11
Assistant City Treasurer/Revenue Account Manager	7309	M48
Budget Manager	7210	M62
Chief Operator	20137	M32
City Surveyor	5110	M34
Code Compliance Manager	13240	M40
Communications Manager	14147	M36
Community Affairs Manager	14126	M38
Community Outreach & Prod. Spec.	2108	M22
Community Services Manager	15124	M29
Compliance Services Manager	9214	M29
Construction & Maintenance Engineer	17117	M66
Construction Project Manager	13227	M29
Controller	7211	M62
Cultural Arts Supervisor	2205	M11
CUPA Coordinator	14313	M44
Custodial Supervisor	6120	M14
Deputy Building Official	13247	M74
Deputy Housing Director	9160	M66
Design & Construction Services Manager	4542	M83
Development Services Manager	4518	M87
Disaster Preparedness Coordinator	14315	M44
Emergency Medical Services Coordinator	14312	M44
Environmental Resources/MRF Manager	16129	M87
Environmental Resources Supervisor	16122	M19
Facilities Maintenance Supervisor	6159	M19
Financial Analyst I	7126	M14
Financial Analyst II	7129	M22
Financial Analyst III	7132	M29
Financial Services Manager	7202	M62
Fleet Services Manager	17219	M44
Fleet Services Mechanic Supervisor	17212	M16
Fleet Services Operations Manager	17215	M19

OMMA MOU October 1, 2019 through June 30, 2022

Classification Title	Class Code	Salary Range
Geographic Info Systems Coordinator	3113	M51
Grants Coordinator	7134	M36
Homeless Assistance Program Coordinator	9150	M29
Housing Financial Officer	9160	M48
Housing Maintenance Superintendent	9123	M38
Housing Maintenance Supervisor	9121	M14
Housing Modernization Superintendent	9118	M38
Housing Program Supervisor	9132	M29
Housing Programs Manager	9208	M51
Housing Rehabilitation Program Manager	9202	M38
Laboratory Supervisor	20127	M26
Legislative Affairs Manager	1204	M40
Leisure and Recreation Supt	15126	M48
Library Circulation Supervisor	10116	M14
Library Services Supervisor	10127	M26
Maintenance Services Manager	4543	M85
Management Accountant/Auditor	7136	M29
Management Analyst I	1544	M14
Management Analyst II	1547	M22
Management Analyst III	1550	M29
Network Services Coordinator	3110	M14
Parks Maintenance Supervisor	15223	M14
Parks Manager	15230	M44
Planning & Environmental Services Manager	13119	M81
Police Finance & Grants Manager	14118	M62
Police Records Manager	14115	M40
Police Records Supervisor	14117	M11
Principal Planner	13114	M44
Project Manager	13230	M40
Public Information Officer	2125	M38
Public Safety Communications Manager	14748	M66
Public Safety Information Technician Manager	3111	M62
PW Construction Project Manager	13221	M38
Recreation Supervisor	15123	M19
Recycling Manager	16128	M36
Redevelopment Project Manager	4201	M40
Redevelopment Services Manager	4205	M74
Senior Planner	13111	M32

OMMA MOU October 1, 2019 through June 30, 2022

Classification Title	Class Code	Salary Range
Special Asst. to the City Manager	1206	M66
Streets Manager	17115	M44
Supervising Building Inspector	13210	M40
Supervising Civil Engineer	5136	M83
Systems Administrator	3103	M62
Systems Analyst I	3107	M29
Systems Analyst II	3109	M40
Systems Analyst III	3112	M51
Technical Services Manager	19149	M44
Traffic Engineer	18129	M59
Treasury Supervisor	7312	M11
Wastewater Collections Supervisor	19110	M19
Wastewater Maintenance Manager	19169	M32
Wastewater Maintenance Supervisor	19170	M19
Wastewater Operations Manager	19172	M62
Wastewater Operations Supervisor	19171	M19
Wastewater Superintendent	4541	M66
Water Resources Manager	20138	M66

Added to the above list prior to City Council ratification on September 17, 2019:

Assistant City Treasurer/Revenue Accounting Manager	M48
Assistant Public Works Director	M89
Call Center Manager	M36
Chief of Collections	M36
City Librarian	M38
Economic Development Manager	M67
Emergency Services Manager	M44
Health, Safety and Training Officer	M26
MRF Manager	M44
Permit Coordinator	M29
Planning and Sustainability Manager	M81
Purchasing Manager	M62
Senior Manager, Internal Control	M62
Transportation Planner	M44
Wastewater Division Manager	M87
Wastewater Collections Manager	M32
Wastewater Infrastructure Manager	M44
Wastewater Utility Supervisor	M19
Water Division Manager	M87