

**SIDE LETTER OF AGREEMENT  
TO THE 2019-2022 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OXNARD AND  
SEIU Local 721**

May 12, 2020

ARTICLE 7  
SALARY PLAN

1. Original Appointment of Unit Employee

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

2. Promotions

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

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

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

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

- 1) Regular full-time employees;
- 2) Regular part-time employees;

3. Payroll Period - Biweekly

Unit employees shall accrue sick leave and vacation leave and be paid base wages on a biweekly basis. The payroll checks for each pay period shall customarily be issued to authorized

representatives of City departments not later than the Friday following the end of each biweekly pay period. However, in cases where the Friday payday falls on a holiday, payroll checks shall be issued before the end of the prior workday.

#### 4. Pay on Separation from Service

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

5. Effective January 1, 2014, the attached document entitled "SEIU Step Matrix" shall be adopted and shall be part of this MOU.

On January 1, 2014, the hourly rate of each member of the bargaining unit shall be changed to the step closest to that member's current hourly rate for his or her pay grade, with the understanding that no employee subject to this MOU shall experience a reduction in hourly rate as a result of this provision.

Beginning July 1, 2014, each employee subject to this MOU shall, on the employee's next City date of in-class anniversary, have the employee's hourly rate increased to the next highest step in the employee's pay grade. To be eligible for a step increase the employee's then most recent performance evaluation must reflect an overall assessment of "meets job requirements" or better. No step increase shall be given to an employee whose most recent performance evaluation rating was "unsatisfactory" or "needs instruction & development." **In the context of this section the definition of a step increase is a 5% increase in the relevant salary step within the range not to exceed the top step of the salary range. 5% is the normal "step increase" except when pro-rated as described below.**

**Effective July 1, 2020, all further advancement within range shall be suspended through June 30, 2021. Effective the first full pay period in July 2021, employees shall be advanced to the placement on the range they would have advanced to had it not been for this side letter agreement, and further advancement within the salary range shall resume, not by anniversary date, but each January 1<sup>st</sup> thereafter, starting January 1<sup>st</sup> 2022. However, newly hired employees or employees who promote into the bargaining unit during the preceding calendar year, will have their merit step increase pro-rated based on their service during the previous calendar year. For example, an eligible employee with 6 months of service in the SEIU bargaining unit in calendar year 2021 would receive a 2.5% merit step increase on January 1, 2022.**

#### 6. Performance Evaluations

The effective date of merit salary increases for all represented employees shall be on the employee's merit review date. All merit reviews shall be started within thirty (30) days of an employee's merit review date. If a merit review has not been completed within thirty (30) days after the employee's merit review date, then the employee shall receive their merit review not to exceed

the top step of the salary range. Retroactive adjustments will be made, if necessary back to the merit review date.

ARTICLE 15  
DEFERRED COMPENSATION

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

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

**Effective the first pay period following adoption of this side letter agreement, the City's contribution (1%) will be suspended through June 30, 2021. Effective the first full pay period in July 2021, the City's contribution (1%) shall resume as described above.**

ARTICLE 21  
INSURANCE

1. Health Insurance

The City will increase the monthly contribution to the cafeteria plan by \$274.55 at the start of the 2020 benefits year, or the pay period following Council approval whichever is later. The total new monthly contribution is as follows:

Employee Only/Employee Plus one/Family – \$993.91

The City will make an additional \$274.55 contribution for each tier of the plan effective **first full pay period of January of 2022** ~~at the beginning of the second benefit year following Council approval.~~ The total new monthly contribution is as follows:

Employee Only/Employee Plus one/Family – \$1268.46

The City will make an additional \$274.54 contribution for each tier of the plan effective **first full pay period of June of 2022** ~~in the third benefit year following Council approval.~~ The total new monthly contribution is as follows:

Employee Only/Employee Plus one/Family – \$1543.00

The employee will receive any remaining contribution as cash.

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

Year 1 - \$893.91

Year 2 - \$1068.46

Year 3 – \$1243.00

**The City will increase the waive amount for year 2 which will be reflected in the first full pay period of January 2022.**

**The City will increase the waive amount for year 3 which will be reflected in the last full pay period of June 2022.**

In the final year of the contract if the bargaining group does not obtain and maintain a 70% participation then the “waive” will be reduced to \$900 per month in the subsequent benefit year.

**Above changes are contingent upon the financial status of the City. The City will provide quarterly updates to SEIU Local 721. Upon receiving these quarterly updates SEIU Local 721 reserves the right to meet and confer to discuss elimination of these changes from previously negotiated articles.**

**If the City receives financial assistance from the State of California or the federal government that match or exceed the level of pre-pandemic revenues for both FY 19-20 and FY 20-21, the concessions referenced in this agreement shall be unfrozen immediately.**