OROVILLE CITY COUNCIL
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

April 16, 2024
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

Please review the options below for ways to participate or observe the Council Meetings.

To Observe the Meeting:

1. Live Feed: https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/
2. Zoom Link: https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day of the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, *please submit the form prior to the conclusion of the staff presentation for that item.* Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half (1.5) minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b))**. Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

CALL TO ORDER / ROLL CALL

Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will hold a Closed Session on the following:

OPEN SESSION

1. Announcement from Closed Session
2. Pledge of Allegiance
3. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

1. RESOLUTION IN RECOGNITION OF PUBLIC SERVICE WORKERS

Submitted for consideration is Resolution No. 9244.

ACTION REQUESTED - ADOPT RESOLUTION NO. 9244 AND AUTHORIZE THE MAYOR TO SIGN.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - XX** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. Minutes for Approval

Submitted for approval are a series of regular City Council meeting minutes

ACTION REQUESTED Approve minutes and authorize the Mayor to sign.

REGULAR BUSINESS

2. proposed revisions to city charter

The Council directed staff to work with Council Member Goodson and Council Member Thomson to review the City Charter and recommend changes to the document to address outdated language, update incorrect language and recommend changes to other sections of the Charter. Initial recommended changes were presented to the Council on March 5, 2024. Following Council direction, staff are returning with additional recommendations.

RECOMMENDATION

Direct the Review Team to make additional changes on the draft Charter; or

Direct the Review Team to work on putting the proposed changes on the November ballot.

3. 2023 / 24 FISCAL YEAR ROAD REPAIR WORK

Council member Webber and Council member Thomson requested that staff return to Council with funding alternatives for Tier Two Road Project funding for this current Fiscal Year (FY 2023/24).

RECOMMENDATION

Approve budget adjustment of $200,000 from Local Fiscal Recovery Fund to Public Works Maintenance Fund (5/7 vote required); and

Direct staff to utilize these funds to contract out road repair work – or - utilize staff and equipment rental to perform grinding/paving and mastic applications.

4. SELECTION OF THE 2024 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT

The Council will consider the selection of a recipient for the 2024 Samuel J. Norris Award for Excellence.

RECOMMENDATION

Select a recipient for the 2024 Samuel J. Norris Award for Excellence, to be presented at the **State of the City Address on April 30, 2024, at the Oroville State Theatre**

5. EnterTextHere

6. EnterTextHere

7. EnterTextHere

8. EnterTextHere

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing and staff will present the item and answer Council questions.
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed and then the Council will debate and take action
- Those wishing to speak at the public hearings below, but unable to attend before 5pm, may request that the council consider holding the public hearing after 5pm by emailing cityclerk@cityoforoville.org or calling 530-538-2535. Please submit request 24 hours before the meeting.
- Individuals may email comments for council consideration to publiccomment@cityoforoville.org

9. FIRST READING OF ORDINANCE XXXX AMENDING THE SECTION 15.60.030 REINSTATING THE MUNICIPAL FIRE CODE AND SECTION 15.60.040 AS AMENDMENTS TO THE CALIFORNIA BUILDING STANDARDS CODE

The Council may introduce Ordinance 1879 to adopt the California Building Standards Code and Ordinance 1872 to amend Chapter 15 reinstating the section 15.60.030 City of Oroville Municipal Fire, and section 15.60.040 Express Findings.

RECOMMENDATION

Introduce by title only and waive the first reading of Ordinance No. 1879 amending Title 15, Division I of the Oroville Municipal Code and approve Resolution No. 9249 adopting the Legislative findings supporting amendments and changes to the California State Building Standards Code.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

   i. PG&E Notice Rate Increase

   ii. Housing Department March 2024 Report

   iii. Summary

   The Council will receive a monthly report regarding the activities, and general information for the Police Department.

   Recommendation

   None

   iv. Oroville Union High School District Fourteen-Day Notice of Proposal to Implement Developer Fees

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on MONTH xx, 20xx at 4:00 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

Recordings - All meetings are recorded and broadcast live on cityoforoville.org and YouTube.

CITY OF OROVILLE

RESOLUTION NO. 9244

WHEREAS, Public Service Recognition Week is celebrated annually to honor the contributions of public servants at all levels of government, including local, State, and federal employees; and

WHEREAS, Public Service Recognition Week serves as an opportunity to express gratitude and appreciation for the dedication, hard work, and commitment of public servants who tirelessly serve our community; and

WHEREAS, the City of Oroville recognizes the vital role that public servants play in ensuring the health, safety, and well-being of our residents, maintaining essential services, and enhancing the quality of life in our community; and

WHEREAS, public servants in Oroville, encompass a diverse range of roles and responsibilities, all of which are crucial for the functioning of our City; and

WHEREAS, public servants often work behind the scenes, facing challenges and dedicating long hours to meet the needs of our community, especially during times of crisis and emergencies; and

WHEREAS, their unwavering commitment, professionalism, and compassion deserve recognition and appreciation from the citizens they serve and the governing bodies that represent them; and

WHEREAS, the City of Oroville, is committed to fostering a culture of appreciation and support for our public servants, acknowledging their contributions, promoting employee well-being, and creating a conducive work environment that encourages continued excellence in public service.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oroville, hereby recognizes and celebrates Public Service Recognition Week, honoring the dedication and contributions of our public servants from May 5th to May 11th 2024, and encourages all residents to join in expressing gratitude and appreciation to our dedicated public servants for their invaluable service to our community.

ADOPTED this 16th day of April, 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____ _____

David Pittman, Mayor Kayla Reaster, Assistant City Clerk

_____

Scott Huber, City Attorney

OROVILLE CITY COUNC
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

January 02, 2024

MEETING MINUTES

This meeting was recorded live and can be viewed at Cityoforoville.org or on YouTube. The agenda was posted on December 29, 2023.

CALL TO ORDER / ROLL CALL

Mayor Pittman opened the meeting at 4pm.

PRESENT: Council Members Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: Oroville Police Officers Association - Sworn and Non-Sworn.

OPEN SESSION

1. Announcement from Closed Session = Information received; direction given.

2. Pledge of Allegiance = Council Member Thomson led the Pledge of Allegiance

3. Adoption of Agenda = Motioned by Council member Goodson and seconded by Council member Johnstone

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

PRESENTATIONS AND PROCLAMATIONS

1. Resolution Recognizing Eric Smith and the Oroville Chamber of Commerce

Action taken: Adopted Resolution No. 9205.

Read by Council Member Johnstone.

Motioned by Council Member Johnstone **Seconded by Council Member Webber**

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

Speaker 1: Bill Speer

Speaker 2: Brian Wong

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Riggs: Spoke on the Downtown Business Association, thanked the City for putting up Christmas decorations downtown, and that she is planning a meeting in downtown area.

Vice Mayor Smith: spoke on the Small Business Development Center training happening in Oroville.

Council Member Webber: Spoke on the Oroville Community Development Coalition's Safety training day.

2. Administration Reports

Brain Ring, City Administrator: Spoke on Charter changes are still being worked on within the Charter Review team.

Ron Belser, Code Enforcement Director: Provided an current statistic update on the Code Enforcement Department.

Ruth Duncan, Finance Director: Spoke on the recarpeting at City Hall and provided the Council with an update.

Bill LaGrone, Chief of Police: Reported that the Annual Report to come soon with a statistic of 46,000 incidents cases in the City of Oroville.

CONSENT CALENDAR

Motioned by Council Member Goodson Second by Council Member Riggs

Consent agenda passed unanimously.

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

1. **Adopt the Side Letter Agreements Between the City of Oroville and the Oroville City Employee's Association, Oroville Management Association, Oroville Police Officer's Association Both Sworn And Non-Sworn To Extend Memorandum Of Understandings Until A New Memorandum Of Understanding Is Approved By Council Or Impasse Procedures, Including Fact-Finding If Applicable, Are Exhausted**

   Adopted Resolution No's. 9206, 9207, and 9208 - Resolutions of the Oroville City Council Authorizing and Directing the Mayor to Execute Side Letter Agreements with the Oroville City Employee's Association, Oroville Management Association, Oroville Police Officer's Association Both Sworn and Non-Sworn Units.

REGULAR BUSINESS

1. **Appointment of Vice Mayor for 2024**

   The Council voted to have Vice Mayor Eric Smith to continue his role for the 2024 calendar year.

   Motioned by Council Member Webber Seconded by Council Member Johnstone

   AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

   NOES: NONE

   ABSTAIN: NONE

   ABSENT: NONE

2. Council Appointment to Committees, Commissions and Boards

The Mayor assigned Council Members to various assignments and stated that the appointments are to remain the same for the 2024 calendar year, as they were for the 2023 calendar year with the exception of Council Member Thomson leaving the Loan Advisory Committee and Council Member Riggs filling that vacancy.

Motioned by Council Member Webber **Seconded by Council Member Riggs**

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

3. Mobile and Fixed Surveillance Systems

Approved 1 Year Lease Agreement With Live View Technologies for Mobile Surveillance Trailer Not To Exceed $45,000.00

Motioned by Council Member Johnstone **Seconded by Council Member Goodson**

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

4. Employment Agreement Between The City of Oroville and Jess Darnell

The Council Adopted Resolution No. 9209 - A Resolution of the Oroville City Council Authorizing and Directing the Mayor to Execute an Employment Agreement Between the City of Oroville and Jess Darnell to Serve As Assistant Chief of Police – (Agreement No. 3489).

Motioned by Council Member Goodson **Seconded by Council Member Johnstone**

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

5. Employment Contract Amendment with Ruth Duncan, Director, Finance

The Council Adopted Resolution No. 9210 – A Resolution of the Oroville City Council Authorizing and Directing the Mayor to Execute an Amendment to the Employment Agreement Between the City of Oroville and Ruth Duncan – (Agreement No. 3093-3).

Motioned by Council Member Thomson **Seconded by Council member Webber**

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

6. Employment Contract Amendment with Ron Belser, Director, Code Enforcement

The Council Adopted Resolution No. 9211 – A Resolution of the Oroville City Council Authorizing and Directing the Mayor to Execute an Amendment to the Employment Agreement Between the City of Oroville and Ronnie Belser – (Agreement No. 3400-1).

Motioned by Council Member Goodson **Seconded by Council Member Thomson**

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

7. Council Member Compensation – Senate Bill 329

Direction provided to staff to gather more data on the subject and return to the Council with an update at a later date.

8. Approve Material Pre-Purchase Agreements For Hewitt Park and Project Update

The Council Approved the Pre-Purchase of Materials and Equipment as Deemed Necessary for the Project in an Effort to Reduce Costs.

Motioned by Council Member Riggs **Seconded by Vice Mayor Smith**

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

PUBLIC HEARINGS

Mayor Pittman – Opened the 1st hearing at 5:30pm

9. First Reading of Zoning Code Amendment (ZC) 23-02 Adding Section 17.12.120 to the Oroville Municipal Code (OMC) Establishing Regulations for Al Fresco Dining and Al Fresco Seating, And Amending Section 17.12.070 (Parking), 17.32.010 (Allowed Uses In Commercial Districts), 17.34.020 (Allowed Uses In Mixed-Use Districts), and 12.04.030 (Placing Produce, Merchandise, Etc., n Streets and Sidewalks)

The Council Waived The First Reading And Approved Ordinance No. 1876 An Ordinance Of The City Council Of The City Of Oroville Adopting ZC 23-02 And Amending The Oroville Municipal Code By Adding Section 17.12.120 Establishing Regulations And Standards For Al Fresco Dining And Amending Section 17.12.070 "Parking," Section 17.32.010 "Allowed Uses In Commercial Districts," Section 17.34.020 "Allowed Uses In Mixed-Use Districts," And Section 12.04.030 "Placing Produce, Merchandise, Etc., On Streets And Sidewalks".

Motioned by Council Member Goodson **Seconded by Council Member Riggs**

AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

Mayor Pittman – Open 2nd hearing at 5:46pm

10. First Reading Of Zoning Code Amendment (ZC) 23-03, Amending Section 17.12.060 (Tree Preservation), Section 17.12.065 (Oak Tree Loss Mitigation) And Section 17.48.070 (Tree Removal Permits) Of The Oroville Municipal Code (OMC)

Item to return at a later date, as requested by Council.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

Speaker 1: Pete Gibson (Oroville Hope Center)

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

Council Member Goodson: Gateway update (Council Webber 2nd on this update)

Vice Mayor Smith: Revisit policy to Committee appointments- Direction to bring back back with language.

Council Member Webber: Would like to discuss $20,000 in funding for fireworks donatio from the Community Enhancement Fund.

2. Correspondence

   i. Notice of Pacific gas and Electric Company's Request to Increase Rates in Its 2023 Wildfire Mitigation and Catastrophic Events Application (A.23-12-001)

ADJOURN THE MEETING

Meeting adjourned at 7:31PM.

ATTESTED:

_____
Kayla Reaster, Assistant City Clerk

APPROVED:

_____
David Pittman, Mayor

OROVILLE CITY COUNC
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

January 16, 2024
MEETING MINUTES

This meeting was recorded live and can be viewed at cityoforoville.org or on Youtube. The agenda was posted on January 12, 2024.

CALL TO ORDER / ROLL CALL

Vice Mayor Smith opened the meeting at 4:30pm

PRESENT: Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman- (VIRTUAL)

STAFF: City Administrator Brian Ring, Assistant City Clerk Kayla Reaster, Business Assistance and Housing Director Amy Bergstrand, Code Enforcement Director Ron Belser, Community Development Director Pat Piatt, Public Work Director Fred Mayo, Attorney Scott Huber and Assistant City Administrator Ruth Duncan.

CLOSED SESSION

The Council will hold a Closed Session on the following:

CANCELLED

OPEN SESSION

1. Announcement from Closed Session = Closed Session cancelled

2. Pledge of Allegiance = Vice Mayor Smith led Pledge of Allegiance

3. Adoption of Agenda = Motioned by Council Member Goodson; Seconded by Council Member Riggs

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

PRESENTATIONS AND PROCLAMATIONS

1. **Presentation of Financial Transparency Model = Charlie Francis Presented (Vendor)**

   The Council received a demo of a new financial model for transparency of information.

2. **Presentation for AHSC Nelson Pointe Affordable Housing Project**

Cameron Johnson from AMG & Associates presented the project descriptions and site plan renderings for the proposed Nelson Point Project. Additionally, he covered the many benefits to the community and timeline requirements of the Affordable Housing and Sustainable Communities (AHSC) grant funding.

Speaker 1: Ed Mayer

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

Speaker 1 - Bryan Williams

Speaker 2 - Kiki Silva

Speaker 3 - Bill Speer

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Goodson- Reported on the event for Martin Luther King Jr. Day - Breakfast with 240+ attendees.

Council Member Webber- Also reported on the event for Martin Luther King Jr. Day, and the Public Safety Workshop held at the Oroville Convention Center.

Vice Mayor Smith- International sports

2. Administration Reports

Brian Ring, City Administrator – Reported on fluorinated water discussions happening with Cal Water, spoke on the Girdler Building.

Amy Bergstrand, Housing Director – Reported on Mission Esperanza and its progress.

Ruth Duncan, Finance Director – Spoke on the audit work happening soon at City Hall.

Bill LaGrone, Chief of Police – Spoke on the Public Safety Workshop held at the Oroville Convention Center.

Fred Mayo, Public Works Director – Provided the Council with an update on Portland Loo.

Patrick Piatt, Community Development Director – Spoke on his upcoming cohort titled "CIVIC 101". It has a March 14TH start date.

CONSENT CALENDAR

Motioned by Council Member Riggs; Seconded by Council Member Thomson to approve the consent calendar items 1 – 7. Motion passed.

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

1. **2024 CALIFORNIA DEPARTMENT OF TRANSPORTATION DUMP DAY EVENT**

   Adopted Resolution No. 9214 Authorizing the City of Oroville to Enter Into an Agreement with Cal Trans to Host a Free Dump Day Event.

2. **SECOND READING OF ZONING CODE AMENDMENT (ZC) 23-02 ADDING SECTION 17.12.120 TO THE OROVILLE MUNICIPAL CODE (OMC) ESTABLISHING REGULATIONS FOR AL FRESCO DINING AND AL FRESCO SEATING, AND AMENDING SECTION 17.12.070 (PARKING), 17.32.010 (ALLOWED USES IN COMMERCIAL DISTRICTS), 17.34.020 (ALLOWED USES IN MIXED-USE DISTRICTS), AND 12.04.030 (PLACING PRODUCE, MERCHANDISE, ETC., ON STREETS AND SIDEWALKS)**

   The Council adopted ZC 23-02, Establishing Regulations And Standards For Al Fresco Dining And Al Fresco Seating In Commercial And Mixed-Use Districts Within The City. ZC 23-02 Would Add Section 17.12.120 To The Oroville Municipal Code (OMC), Amend Section 17.12.070 Pertaining To Parking Standards For Businesses Proposing Al Fresco Dining Areas, Amend Sections 17.32.010 And 17.34.020 By Adding Al Fresco Dining And Seating Areas As A Use-Specific Regulation In Commercial And Mixed-Use Districts, And Amend Section 12.04.030 To Allow The Placement Of Dining And Seating Areas In The Public Right-Of-Way; And The Council Adopted Ordinance No. 1876 An Ordinance Of The City Council Of The City Of Oroville Adopting ZC 23-02 And Amending The Oroville Municipal Code By Adding Section 17.12.120 Establishing Regulations And Standards For Al Fresco Dining And Amending Section 17.12.070 “Parking,” Section 17.32.010 “Allowed Uses In Commercial Districts,” Section 17.34.020 “Allowed Uses In Mixed-Use Districts,” And Section 12.04.030 “Placing Produce, Merchandise, Etc., On Streets And Sidewalks”

3. **ACCEPTANCE OF THE REAP 2.0 GRANT**

   The Council accepted the REAP 2.0 grant to use for Construction Management Services on the SR-162 ATP Pedestrian Mobility and Safety Improvement Project.

4. AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL (RFP) TO PROVIDE GOAT GRAZING VEGETATION MANAGEMENT SERVICES IN OROVILLE

The Council provided direction to the Director of Public Works to release a Request for Proposal (RFP) to Provide Goat Grazing Vegetation Management Services in Oroville.

5. REPLACEMENT OF PROBLEMATIC CREDIT CARD READER KIOSK FOR FUEL ISLAND AT OROVILLE AIRPORT

The Council approved the purchase of the QT Pod QT M4000 FMS control pedestal, software and hosting support for maximized service for pilots purchasing fuel at the Oroville Municipal Airport.

6. CREATION OF A PLACARD IN HONOR OF ALBERTA TRACY

The Council approved verbiage for creating a placard in honor of Alberta Tracy and her service to the community.

7. **APPROVAL OF THE DECEMBER 5, 2023, CITY COUNCIL REGULAR MEETING MINUTES**

The Council Approved December 5, 2023, Regular City Council Meeting Minutes and Authorized the Mayor to Sign.

REGULAR BUSINESS

8. MODIFICATIONS TO COUNCIL APPOINTMENT TO COMMITTEES, COMMISSIONS, AND BOARDS

Appointed Eric Smith to the Butte County Mosquito and Vector Control District Board for a term of two years; and

Appointed Council Member Webber to the Citizen Oversight Committee, to the seat currently held by Council Member Goodson, and appoint Council Member Johnstone to the Alternate seat, previously held by Shawn Webber.

Motioned by Council Member Thomson; Seconded by Council Member Goodson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

9. HEWITT PARK IMPROVEMENTS PROJECT BUDGET DISCUSSION

The Council voted to continue with the design as presented during the January 2, 2024, City Council meeting with the understanding that all costs that exceed the grant funds will be funded by Park Development Impact Fees.

Motioned by Council Member Riggs; Seconded by Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

10. ACCEPTANCE OF CAL WATER ANNUAL FIREFIGHTER GRANT AND RECOGNITION OF CAL WATER

The Council accepted the annual Cal Water Firefighter Grant FY24

Motioned by Council Member Goodson; Seconded by Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

11. LICENSING PURCHASE OF A WEB BASED PLATFORM DESIGNED TO ASSIST HOMEOWNERS AND DEVELOPERS THROUGH THE DEVELOPMENT PERMITTING PROCESS

The Council approved to a two-year agreement with On Camino for a web-based platform that will allow the public to better understand the permitting process and the requirements for a project or development.

Motioned by Council Member Riggs; Seconded by Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

12. MID YEAR FINANCIAL REVIEW

The Council received a mid-year financial report for revenues and expenditures for the first six months of the fiscal year July 1, 2023, to December 31,2023.

- Increase to Risk Management in the General Fund, line item 100.1060.6090 to cover increased insurance costs. $180,000
- Increase to the Elected Officials in the General Fund, line item 100.1070.5310 to cover health insurance costs. $80,248
- Increase to Fire budget in the General Fund, line item 100.1150.6370 to cover a revision to the estimated cost of the Cal Fire contract. $592,768

Motioned by Council Member Riggs; Seconded by Council Member Goodson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

PUBLIC HEARINGS

Mayor Pittman - Opened hearing at 5:15pm.

13. PUBLIC HEARING REGARDING THE ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE RELATED TO THE ADDITION OF CHAPTER 9 SECTION 6.08.102(A) a DANGEROUS OR VICIOUS ANIMALS POLICY (SECOND READING)

The Council unanimously voted to adopt the proposed ordinance.

Motioned by Council Member Thomson; Seconded by Council Member Goodson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

Mayor Pittman – Opened hearing at 5:17pm

14. FIRST READING OF AN AMENDMENT OF OROVILLE MUNICIPAL CODE SECTION 17.16.150 - MOBILE FOOD VENDING

Speaker 1 : Brian Wong

Item continued to a later date.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

- **Gateway Project – Council Member Goodson requested.**

- **Annual cleaning contract for carpets- Council Member Webber requested.**

2. Correspondence

. **Police Department Monthly Report**

ADJOURN THE MEETING

The meeting was adjoined at 7:03PM.

ATTESTED:

APPROVED:

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **PROPOSED REVISIONS TO CITY CHARTER**

DATE: **APRIL 16, 2024**

SUMMARY

The Council directed staff to work with Council Member Goodson and Council Member Thomson to review the City Charter and recommend changes to the document to address outdated language, update incorrect language and recommend changes to other sections of the Charter. Initial recommended changes were presented to the Council on March 5, 2024. Following Council direction, staff are returning with additional recommendations.

DISCUSSION

Upon direction from the City Council, Council Member Goodson and Council Member Thomson worked with City Administrator Ring, Code Enforcement Director Belser, and City Attorney Representative David Ritchie ("Review Team") to identify outdated language, update incorrect language and recommend changes to other sections of the City Charter.

The Review Team initially met on five separate occasions (August 17, 2023, September 5, 2023, September 11, 2023, November 6, 2023 and November 11, 2023) to thoroughly comb over the various sections of the existing Charter. Proposed changes to the Charter were finalized on February 6, 2024, and these recommendations were brought before the Council on March 5, 2024. At that time, the Council directed the Review Team to continue to work on the document, specifically in areas of Article XXII Vacancies, Article VIII Right of Subpoena, and the Review Team had a few more suggested edits for clarity: deletion of Article XXVII, Article XXVIII, the merging of Articles IX though XX, into one comprehensive Article to capture required departments and commissions and the deletion of the Charter Index at the end of the document.

The Review Team is seeking any additional feedback on the Charter document. Following completion of this review process, the Team will work to put the proposed changes on the ballot for the General Election in November.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Direct the Review Team to make additional chances on the draft Charter; or
Direct the Review Team to work on putting the proposed changes on the November ballot.

ATTACHMENTS

Summary of proposed City Charter changes;
City Charter with proposed changes; and
City Charter with changes accepted.

Charter Proposed Changes – Summary

- **Cleanup Items**
    - Identified City Clerk also as City Administrator
    - Including all Department Heads as Officers
    - Cleaned up how Council Members are elected (stated "at large")
    - Removed language where it referenced other "body" beyond the Council making appointments
    - Removed historic/outdated language included in Charter regarding prior Charter documents
    - Removed language requiring Council meetings to start at 8:00pm
    - Added correct Government Code language where needed (it cited old code sections)
    - Struck language that spoke about posting and meeting requirements which is covered by the Brown Act
    - Struck language re what a quorum is, again, covered by Brown Act
    - Struck ordinances being typewritten
    - Cleaned up prosecution language done by the City Attorney to that of violations of the municipal code (vs. contested criminal cases)
    - Cleanup language with regard to the how the minutes of the Council Meetings shall be kept
    - Changed the title of the Superintendent of Streets to Director of Public Works
    - Struck language requiring every citizen to lend the Chief of Police aid when requested.
    - Struck the requirement to have a Health Officer
    - Cleaned up bond language in article XXI, Section 2
    - Added updated government code section language to address filling the vacancy of elected officials
    - Struck the requirement to have a free public library
    - Changed budget presentation to the month of June
    - Changed the bond indebtedness to comply with State law
    - Struck the requirement to report to Council monthly a detailed statement of receipts and disbursements
    - Renumbered the table of contents after sections were merged or deleted
    - Deleted Charter Index

- **More Substantive Change Items**
    - Struck the requirement to have a City Treasurer
    - Replaced City Treasurer with Director of Finance in some portions
    - Change how the Council and Mayor are compensated (by ordinance vs. by Charter)
    - Revised the language Article III, Section 2, Right of Subpoena – changed from Mayor or Vice Mayor to City Attorney at the direction of the Council
    - Struck much of the language in the Park Commission section, as the Commission functions in an advisory capacity to the Council
    - Added language that if a vacancy (for appointed or elected positions) isn't filled within 60 days, a Special Council meeting shall be held where an appointment shall be made (could be an interim appointment)
    - Deletion of Articles XXVII and XXVIII.
    - Merger of required Departments and Commissions into one Article.

THE CHARTER*

§ 1. Name.

Article I.

Article II.

§ 1. Boundaries.

~~§ 1. Expert accountant.~~

Article III.

§ 1. Powers of the city.

Article IV.

§ 1. Elections.

Article V.

§ 1. Initiative, referendum and recall.

Article VI.

§ 1. Officers and employees.

Article VII.

§ 1. The council.

§ 2. Meetings.

§ 3. Quorum.

§ 4. Ordinances.

Article VIII.

§ 1. Mayor.

§ 1a. Vice mayor.

§ 2. Right of subpoena.

Article IX.

~~§ 1. Planning commission.~~Departments and Commissions

§ 1. Departments

§ 2. City Administrator/City Clerk

§ 3. City Attorney

§ 4. Director of Finance

§ 5. Chief of Police

§ 6. Fire Chief

§7. Other City Functions

§7a. Expert Accountant

~~Article XII.~~

§ 1. ~~City clerk.~~

§§ 1' 2. ~~Repealed.~~

~~Article XIII.~~

~~Article XIV.~~

§ 7b. City Engineer

Article X.

§ 1. ~~Park commission.~~Planning Commission

§ 2. Park Commission

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~~**Article XV.**~~

~~§ 1. City treasurer.~~

~~**Article XVI.**~~

~~§ 1. City engineer.~~

~~**Article XVIa.**~~

~~§ 1. Superintendent of streets.~~

~~**Article XVII.**~~

~~§ 1. Repealed.~~

~~**Article XVIII.**~~

~~**Article XI.**~~

~~§ 1. City attorney.~~

~~§ 1. Chief of police.~~

~~**Article XIX.**~~

~~§ 1. Chief of fire department.~~

~~**Article XX.**~~

~~§ 1. Health officer.~~

Article XI~~XI~~.

§ 1. Oath of office.

§ 2. Official bonds.

§ 3. Administering oaths.

§ 4. Compensation.

§ 5. Repealed.

Article XII~~XII~~.

§ 1. Vacancies.

§ 2. Additional duties of officers.

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~~Article XXIII.~~

§ 1~~. Library.~~

Article XIII~~XIV~~.

§ 1. Fiscal year.

§ 2. Tax system.

§ 3. Annual budget.

§ 4. Annual financial report.

§§ 5-14. Repealed.

Article XIV~~XV~~.

§ 1. Limit of bond indebtedness.

~~Article XXVI.~~

~~§ 1. Repealed.~~

~~Article XXVII.~~

~~§ 1. Advertising the city; inducing immigration.~~

~~Article XXVIII.~~

~~§ 1. Street and other public improvements.~~

~~§ 2. Contract work.~~

~~§ 3. Interest in contracts, etc., prohibited.~~

~~§ 4. Contracts.~~

Article XV~~XIX~~.

§ 1. Franchises.

Article XVI~~XX~~. Miscellaneous.

§ 1. Official records.

§ 2. General laws applicable.

§ 3. Continuing officers and employees.

§ 4. Continuing ordinances in force.

§ 5. Continuing contracts in force.

§ 6. Validity.

§ 7. When Charter effective.

Article XVII~~XXI~~. Initiative Measure to Be Submitted Directly to the Voters

§ 1. Title.

§ 2. Findings.

§ 3. City of Oroville's boundaries, etc.

§ 4. Prison Initiative enacted.

§ 5. Transmittal to State.

§ 6. Severability.

§ 7. Amendment.

~~* **Editor's note.** The Charter consists of Statutes 1933, p. 2904, as amended. It was adopted pursuant to section 8 of article XI of the state constitution, ratified by the qualified electors at a special municipal election held on October 22, 1931, approved and adopted by the state legislature and filed with the secretary of state on January 27, 1933. Amendments are indicated by the historical citations follow- ing the amended sections in parentheses. Unless so indi- cated, the Charter derives unchanged from the original ad. A frontal analysis consisting of a numerical listing of the catchlines has been added and a uniform system of capi- talization has been employed.~~

Article I.

Sec. 1. Name.

The municipal corporation now existing and known as the "City of Oroville" shall remain and continue a body politic and corporate in fact and in law, by the name of the "City of Oroville" and by such name shall have perpet- ual succession.

Article II.

Sec. 1. Boundaries.

The boundaries of the City of Oroville shall continue as now established, and the territory embraced therein may be added to or dimin- ished in accordance with the laws of the State of California governing the annexation and ex- clusion of territory by municipalities.

Article III.

Sec. 1. Powers of the city.

The City of Oroville may appear, sue and defend in all courts and places in all matters and proceedings; may have and use a common seal and alter the same at pleasure; may, subject to the restrictions contained in this Charter, purchase, receive, hold and enjoy, sell, lease and convey real and personal property; receive bequests, gifts and donations of all kinds of property in fee simple, or in trust for charitable and other purposes; and do all acts necessary to carry out the purposes of such gifts, bequests and donations, with power to manage, sell, or lease or otherwise dispose of the same in accordance with the terms of any gift, bequest or trust; may improve any river or channels flowing through the city or adjoining the same; widen, straighten and deepen the channels thereof, and remove obstructions therefrom; construct and maintain embankments and other works to protect the city from overflow.

All rights and titles to property, all rights and obligations under contracts or trusts, and all causes of action of any kind in any court or tribunal vested in the City of Oroville or in any officer or employee thereof in his or her official capacity, at the time this Charter becomes effective,* as well as all liabilities in contract or tort and causes of action involving the same insofar as they affect the city and/or any officer or employee thereof in his or her official capacity which shall be outstanding at the time this Charter becomes effective, shall continue without abatement or modification by reason of any provision hereof.

All ordinances or resolutions in force at the time this Charter takes effect and not inconsistent therewith shall continue in force until amended or repealed.**

All public improvements or other proceedings legally authorized prior to this Charter shall be carried to completion under previously existing laws or under this Charter.***

The powers or duties vested in city officers, boards or commissions by law superseded by this Charter shall be exercised, continued and carried out by their successors or by other city officers, boards or commissions, consistent with the provisions of this Charter.

All functions of the city, and the powers and duties of officers and employees charged with the performance therefor, as these shall have been apportioned among departments and officers, and institutions, utilities, bureaus or other subdivisions thereof, as existing at the time this Charter shall go into effect, shall continue to be the functions of such departments and offices and the powers and duties of officers and employees assigned thereto, except as in, or under the authority of, this Charter otherwise specifically provided.

The legally authorized officers and employees of each of said departments and officers or subdivisions thereof shall continue as the officers and employees of said departments and offices or subdivisions thereof, subject to the conditions governing their respective appointments to such positions and except as in this Charter otherwise provided; and where part of the functions and duties of any department or office are by this Charter transferred or placed in any other department or office, the persons performing such functions and duties, shall be transferred therewith.

The compensations legally authorized for the several officers and employees shall be continued subject to the other provisions of the Charter.

The city may make and enforce all laws, ordinances and regulations necessary, convenient or incidental to the exercise of all rights and powers in respect to its affairs, officers and employees and shall have all rights and powers appropriated to a city, subject only to the

restrictions and limitations provided in this Charter, including the power to acquire and construct plants, works, utilities, areas, highways and institutions outside the boundaries

of the city, and maintenance and operations of the same, and the exercise of functions or maintenance of services outside the boundaries of the city, including the expenditure of funds therefor through any agency.

The specifications or enumeration in this Charter of particular powers shall not be exclusive.

The exercise of all rights and powers of the city when not prescribed in this Charter shall be as provided by ordinance or resolution of the city council.

- As to effective date of Charter, see Char., art. XXX, § 7.
- See also, Char., art. XXX, § 4 as to ordinances continued in force.
- See also, Char., art. XXX, § 5 as to contracts continuing in force.

Article IV.

Sec. 1. Elections.

General elections shall be held in the City of Oroville on the first Tuesday after the first Monday in November of each even-numbered year, under and pursuant to the general laws governing elections, so far as the same may be applicable, and except as herein otherwise provided. Persons elected in April of 1981, or their successors, shall hold office until November 12, 1984, and persons elected in April of 1983, or their successors, shall hold office until November 10, 1986.

Where there are full council terms and short council terms to be filled, the persons elected by the highest number of votes shall be elected to the full term offices. In the event that two or more persons shall be elected by the same number of votes, their term shall be fixed by lot. {1941, p. 3484; 1955, c. 185; amended by vote of the people, April 12, 1983)W

Article V.

Sec.1. Initiative, referendum and recall.

Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the constitution and general laws of the state, and any elective officer may be recalled from office under and in pursuance of the provisions of the constitution and general laws; provided, however, that initiative, referendum or recall petitions, must be signed by at least 25% of the number of eligible electors voting at the last gen- eral municipal election.

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Article VI.

Sec. 1. Officers and employees.

The officers of the City of Oroville shall be a mayor, six members of the council, a Ceity Celerk/Ceity Aadministrator, a Ceity Aattorney, all City departments heads which include but are not limited to: a ~~city treasurer~~Director of Finance, a Ceity Eengineer, a ~~street superintendent~~Director of Public Works, a Director of Community Development, a Director of Code Enforcement, a Director of Business ~~Development~~Assistance and Housing Development, a Cehief of Ppolice, and a ~~f~~Fire Cehief, ~~a health officer,~~ . In addition, ~~a~~ Pplanning ~~commission,~~ Ccommission and ~~a~~ Ppark Ccommission ~~members.~~ ~~, playground and recrea- tion commission, and a board of five library trustees~~; provided, the council may by ordi- nance provide for such subordinate officers, assistants, deputies, clerks and employees as it deems necessary.

The members of the council shall be elected from the city ~~at-large~~ and shall hold office for four years and until their successors are elected and qualified.

~~The city clerk and one or more deputy city clerks shall be appointed and hold office at the pleasure of the city council.~~

a~~The city treasurer shall be elected and shall hold office for four years and until a successor is elected and qualified.~~

All other officers, assistants, deputies, clerks and employees shall be appointed as provided

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in this Charter or as the council may provide

by ordinance in case no provision for their appointment is herein made, and they shall hold their respective offices or positions at the pleasure of the appointing power, except as otherwise herein provided.

Except as otherwise provided in this Charter, where the appointment of any officer, assistant, deputies, clerks or employees that is vested in the council, the appointment and removal must be made by a five-sevenths vote of the members. ~~Where such appointment is vested in any other bBody the appointment and re- moval must be made by a four-fifths vote of the members of such body.~~

No increase or reduction shall be made in the compensation paid any appointive officer unless made by a five-sevenths vote of the council ~~or a four-fifths vote of such other body~~. (1941, p. 3480; amended by vote of the people, April 12, 1983; amended by vote of the people, November 8, 1988)

Article VII.

Sec. 1. The **council.**

The legislative body of the City of Oroville shall consist of a mayor (elected at large) and six persons elected ~~at large~~ which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held therein every even-numbered year as hereinbefore provided.

They shall hold office for a period of four years from and after the first Tuesday in January next succeeding the day of their election and until their successors are elected and quali- fied; provided, ~~, the respective terms of the first council elected under this Charter shall be as follows, the three persons elected by the highest number of votes shall hold office for four years, the three persons elected by the next highest number of votes shall hold office for two years. In the event that two or more per- sons shall be elected by the same number of votes, their term shall be fixed by lot.~~

The members of the council and the mayor shall receive ~~as~~ compensation as set by ordinance. ~~five dollars for each regular meeting attended; provided, however, that the total sum to be received by any one councilmember shall not exceed the sum often dollars per month.~~

The members of the council shall not be elected or appointed to any office or employment with the city, except as otherwise provided in this Charter.

In the event of resigning they shall not be entitled to vote on the selection of their successors.

The council shall have the power by ordinance to provide for and appoint such other commissions and officials as may seem in its discretion necessary and proper, such officers shall serve at the discretion of the council, and at a salary to be fixed by the council.

The council shall have the power by ordinance to combine any city offices, which in its discretion seems for the best interests of the city. (Amended by vote of the people, November 8, 1988)

Sec. 2. Meetings.

The council shall meet ~~at 8:00 p.m.~~ on the first Tuesday in January following the general municipal election and canvass the returns thereof. Should the first Tuesday fall on a holiday, the meeting shall be held the following day.

The new members and all newly elected officers shall then be inducted into office and a vice mayor shall be appointed as provided in Article VIII, section 1a.

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The council shall hold a regular meeting at least once a month at such time as it shall fix by ordinance.

Special meetings may be called at any time by the mayor or by three councilmembers in accordance with the Government Code of the State of California.with the provisions of Section 54056 of the Government Code of the State of Cali- fornia as the same may be from time to time amended.

All meetings of the council shall be held in the City Hall unless the an alternative location is appropriately noticed. council by ordinance pro- vides for another meeting place, and aAll meet- ings shall be open to the public;. provided, however, that whenever necessary or conven- ient to hold any meeting at some other place within the City of Oroville, the clerk may, upon written instruction by the mayor and after no- tice to the members of the council, designate another meeting place by posting written no- tice thereof at the regular place of meeting at least one hour prior to the time thereof. Such notice shall designate the place where and the time when such meeting is to be held, and a copy of such notice and the clerk's certificate of the posting thereof together with the mayor's instructions as aforesaid shall be read into and filed with the minutes of such meet- ing.

The council shall adopt rules for conducting its proceedings. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Sec. 3. Quorum.

A majority of the council shall constitute a quorum for the transaction of any business, except as herein otherwise provided, but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance..

Sec. 4. Ordinances.

All proposed ordinances introduced in the council shall be in printed or typewritten form.

The enacting clause of all ordinances passed by the council shall read as follows: "The council of the City of Oroville do ordain as follows:".

The affirmative vote of a majority of the council shall be necessary to adopt any ordinance, resolution or claim against the city, which vote shall be taken by ayes and noes and entered upon the record.

No ordinance shall be passed by the council on the day of its introduction, nor within five days thereafter, nor at any time other than a regular meeting.

A proposed ordinance may be amended or modified between the time of its introduction and the time of its final passage, provided its general scope and original purposes are retained.

All ordinances shall be signed by the mayor and attested by the city clerk, and shall be published in a manner that meets the requirements of State law (which could include publishing in local newspaper).an adjudicated newspaper of general circulation and circulated in the City of Oroville.

In lieu thereof, the publication of ordinances may be satisfied by either of the following actions:

1. The city council may publish a summary of a proposed ordinance or proposed amendment to an existing ordinance. Such summary shall be prepared by an official designated by the city council. A summary shall be published and a *certified* copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the city clerk at least five days prior to the city council *meeting* at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, the city

council shall publish a summary of the ordinance or amendment with the names of those city council members voting for arid against the ordinance or amendment and the city clerk shall post in the office of the city clerk a certified copy of the full text of such adopted ordinance or amendment along with the names of those city council members voting for and against the ordinance or amendment; or

2. If the city official designated by the city council determines that it is not feasible to prepare a fair and adequate summary of the proposed or adopted ordinance or amendment, and if the city council so orders, a display advertisement of at least one-quarter page in a newspaper of general circulation printed and published in the County of Butte and circulated in the city shall be published at least five days prior to the city council meeting at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter page shall be published. The advertisement shall indicate the general nature of, and provide information about, the proposed or adopted ordinance or amendment including information sufficient to enable the public to obtain copies of the complete text of such ordinance or amendment, and the names of those city council members voting for and against the ordinance or amendment.

Notwithstanding the foregoing, any ordinance declared by the council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing the reasons for its urgency, may be introduced and passed at one and the same meeting, and if passed by a five-sevenths vote shall become effective immediately. (Amended by vote of the people, November 5, 1996)

Article VIII.

Sec. 1. Mayor.
The mayor shall be elected and shall hold office for four years and until his or her successor is elected and qualified.

The mayor shall be the executive head of the city. In case of riot, insurrection or extraordinary emergency he or she shall assume general control of the city government, and all its branches and be responsible for the suppression of disorders and the restoration of normal conditions.

In the name and on behalf of the city he or she (or their designee) shall sign all contracts, deeds, bonds and other legal instruments to which the city is a party, and he or she shall represent the city at all ceremonial functions of a social or patriotic character when it is desirable and appropriate to have the city represented officially thereat.

He or she shall preside at all meetings of the council and shall vote as a member of the council, and shall receive such compensation as is hereinbefore provided for members of the council.

Sec. 1a. Vice mayor.
There shall be a vice mayor who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be a duly qualified and acting member of the council. In the event of the termination of his or her tenure of office as councilmember from any cause whatsoever, thereupon his or her tenure of office as vice mayor shall forthwith cease and determine. The appointment and removal of the vice mayor may be made by a majority vote of the council.

The vice mayor shall act as mayor pro tempore in the case of absence, illness, death or

other disability of the mayor and while so acting shall have all of the rights, powers and duties of the mayor.

Sec. 2. Right of subpoena.
~~The mayor or vice mayor shall have power to administer oaths~~The City Attorney, at the direction of the Council, may issue a subpoena, to compel the production of the books, papers, documents for the City. and to compel testimony whenever necessary in proceedings before the Council.~~ and affirmations concerning any demand upon the treasury, and in all mat- ters relating to the duties of the city council, and to witnesses examined in any investiga- tion had by said council, or by any committee thereof duly authorized to make such investi- gation. Said mayor or vice mayor may issue subpoenas under his or her hand and the seal of such city, attested by the city clerk, to com- pel the attendance of witnesses before such city council or committee thereof.~~ (1941, p. **3480.)**

Article IX.

Sec. 1. Departments
The City Administrator shall recommend and the City Council shall by ordinance create, reorganize and abolish departments and divisions thereof as necessary for the effective management of the City's affairs, in addition to the following which are created by Charter:

Sec. 2 City Administrator/City Clerk: The City Clerk/City Administrator shall be the clerk of the council.

It shall be the duty of the city Clerk/City Administrator or a deputy designated by him or her, to attend all sessions of the council and keep a full and correct record of the proceedings. The proceedings of the council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

The proceedings of the council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

He or she shall conduct promptly, and keep a systematic record of, all correspondence between the council and others relating to city business.

He or she shall be the keeper of the corporate seal of the city and shall affix the same to instruments or writings requiring authentication.

He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.

Sec. 3. City Attorney: There shall be a city attorney who shall be ap- pointed by the city council, to hold office at the pleasure of the council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment. All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable.

The city attorney shall be legal advisor of the council and all other city officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the council, or other officials, except as may be otherwise provided.

He or she shall prosecute personally on behalf of the people violations of municipal code before the Superior Court, and shall perform such other legal services as needed.

He or she shall attend all meetings of the council unless excused therefrom by the council or mayor.

Sec. 4 Director of Finance: There shall be a Director of Finance who shall be appointed by the Council. He or she shall receive and keep safely all moneys and securities belonging to the city and coming into the hands, and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the city, including improve- ment bonds.

Sec. 5 Chief of Police: There shall be a chief of police who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be the head of the police department of the city, shall make rules and regulations for the management of the department, and shall have all the powers that

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are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the chief of police to preserve the public peace, and to suppress riots, tumults and disturbances. The orders of the chief of police shall be promptly executed by the police officers of the city for the maintenance of public order or the protection of life and property.

The chief of police shall have authority and it is hereby made the duty of the chief of police to arrest persons violating any law of the state or ordinance of the city.

Persons convicted of violating city ordinances and sentenced to jail may be confined in the county jail of Butte County. The chief of police shall have such other powers and duties as may be prescribed by the council by ordinance.

Sec.6 Fire Chief: There shall be a Fire Chief who shall be appointed by the City Council and hold office at the pleasure of the Council. He or she shall be head of the fire department of the city and shall have charge of and supervision over all matters relating to the prevention and extinction of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the immediate vicinity of the fire during such time, including police officers, shall be subject to his or her orders.

The fire chief shall make rules and regulations for the government of the department, subject to the approval of the council City shall provide fire prevention and protection services.

Sec. 7 In addition, the City shall retain the following two functions:

Sec. 7a An Expert Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the city.

Sec. 7b A city engineer who shall hold office at the pleasure of the council. As city engineer he or she shall be the custodian of, and responsible for, all maps, plans, profiles, field notes and other records and memoranda belonging to the city, pertaining to his or her office and the work thereof, all of which he or she shall keep in proper order and condition, with full indices thereof.

He or she shall have been at the time of his or her appointment a licensed and practicing civil engineer.

Article X.

Commissions

Sec. 1 Planning commission.

There shall be a board of planning commis- sioners consisting of the mayor as an ex- officio member without vote except in the case of a tie; and seven citizens to be appointed by the council to serve for four years each, with- out compensation.

The city planning commission shall have and exercise all the powers and duties which are now or may hereafter be granted to or im- posed upon said department by state law, and such additional powers and duties as may be granted or imposed by ordinance for the regu- lation and control of the platting and subdivi- sion of lands.

No ordinance shall be adopted by the council creating districts or zones for the purpose of regulating the use of lands, the height, bulk, location or use of buildings therein, and no or- dinance changing, amending or altering any such ordinance shall be adopted until it shall have first been submitted to the board of city

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have a Fire Chief - albeit via contract.

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planning ~~comm1ss1oners~~ commissioners for report and rec- ommendation.

It shall be the duty of the planning commission within thirty days from the receipt of any such request from the council for its recommendation in regard to any such ordinance, to make and file its report thereon with the council, and should said board of city planning commissioners recommend against the approval of any such ordinance herein mentioned, the council may adopt such ordinance only upon majority vote of the whole of said council.

Should the board of city planning commissioners recommend the approval of any such ordinance, or fail to make any recommendation within the time mentioned herein, said council may adopt such ordinance by a majority vote of the whole council.

All plans for the location of public parks or public playgrounds shall be submitted to the city planning commission for report and recommendation. Such report shall be advisory only.

The department shall make reports and recommendations to the council and to the various departments of the city government on all matters involving the location of such public improvements.

The city planning commission shall initiate studies and make reports and recommendations to the council and the various departments of the city government on subjects related to the opening and widening of streets and other physical conditions, connected with the development and expansion of the city.

It shall each year render to the mayor and council a report of its activities during the preceding year, and its proposals for the future. ~~The first city planning commission under this Charter shall be appointed by the council for one, two, three and four year terms respectively. Thereafter the members of said board shall be appointed as provided herein. At least~~

~~three of the four members appointed as aforesaid shall have been members of the city planning commission immediately prior to this Charter taking effect.~~ (1961, c. 181; amended by vote of the people, April 12, 1983; amended by vote of the people, November 6, 1990)

~~**Article X. Sec. 1.**~~

Sec. 2 Park commission.

There shall be a park commission consisting of five members to be appointed by the council each to serve for a term of five years, without compensation.

The Park's Commission shall advise the City Council on all matters pertaining to the operation and regulation of City Parks. The Council shall receive recommendations of the Commission prior to taking any action related to the Parks. ~~department of parks shall have the power and duty:~~

~~1. To manage and control the parks owned or operated by the City of Oroville.~~

~~2. To establish, maintain and operate parks, with structures therein appropriate to park purposes, within or without city limits.~~

~~3. To construct and operate, sell, rent or lease concessions or privileges to be exercised in the parks for the operation of boathouses, refreshment stands, restaurants, amusement places or devices, par- cel checking rooms and lockers and other similar purposes.~~

~~4. To establish schedules of charges for special services.~~

~~5. To grant to the department of playgrounds and recreation the right to estab- lish, maintain and operate playground and recreation facilities on lands under the control of the department of parks upon such terms and conditions as shall be fixed by the board of park commis- sioners.~~

~~6. To have charge over and care of trees, plants and lawns in parking along public streets, subject to street improvements authorized by the city.~~

~~7. To appoint a superintendent of parks who shall have general supervision of all parks and under direction of the park commission.~~

~~Appropriation may be made from the general city funds for park purposes. All money arising from appropriations above referred to or received by the department of parks from fees, sales, gifts or otherwise in connection with the operation of the department shall be placed to the credit of the department of parks in a fund to be known as the park fund.~~

~~No money in the park fund shall be used for any purpose other than the financial support of the department of parks.~~

~~The board of park commissioners shall have power to control and order, in the manner in this Charter provided, the expenditure of all money coming into the park fund, or from the sale of bonds authorized by the city for financ- ing the work of the park department, and to appropriate and expend the same for the pur- poses of the department, in accordance with the provisions of this Charter.~~

~~Said board may invest any surplus funds under its control in bonds or other evidences of indebtedness of the United States, the State of California, or of any political subdivision thereof, and the income derived therefrom shall be deposited in the city treasury to the credit of the park fund.~~

~~No real property shall be acquired by the city for park sites unless such sites are first ap- proved by the board of park commissioners.~~

~~Said board shall have full control over all park sites and no such sites shall be devoted to any other purpose in whole or in part without permission from said board.~~

~~Whenever funds are donated by any person or persons for the acquisition or construction of~~

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~~any building, structure, work or improvement in a public park, and the donor or donors thereof shall, at the time of such donation, re- quest the appointment of a special commis- sion to take charge of the expenditure of such funds and to supervise the construction of such improvement, the council may, in its dis- cretion, if said proposed improvement will in- crease the value of such park for park pur- poses, provide by ordinance for the appoint- ment by the mayor, subject to the conforma- tion by a majority of the council, of a special commission to take charge of the supervision of the construction of such improvement and the expenditure of funds donated therefor.~~

~~In the event funds are donated in the manner provided for in this section for the mainte- nance of any such improvement at the time of construction thereof or otherwise, the council may, by ordinance, create a commission to be appointed under the provisions of this section, which shall have such powers and duties as to such construction or maintenance as may be conferred upon it by such ordinance.~~

~~All lands belonging to the city which may hereafter be set apart, or dedicated for the use of the public as a public park, shall forever re- main to the use of the public inviolate.~~

~~**Article XI.**~~

~~**Sec. 1. City attorney.**~~

~~There shall be a city attorney who shall be ap- pointed by the city council, to hold office at the pleasure of the council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment.~~

~~All other things being equal, an attorney who has had special training or experience in mu- nicipal corporation law shall be appointed to this office if practicable.~~

Commented [BR11]: Consider striking this. T only commission with current "authority" is the planning commission. Could have this commis articulate it's advisory functions via its bylaws.

~~The city attorney shall be legal advisor of the council and all other city officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the council, or other officials, except as may be otherwise provided.~~

~~He or she shall prosecute personally on behalf of the people all contested criminal cases before the police court and shall perform such other legal services from time to time as the council may require without compensation in addition to his or her salary, unless such service requires his or her presence outside the City of Oroville.~~

~~He or she shall attend all meetings of the council unless excused therefrom by the council or mayor.~~

~~Article XII.~~

~~**Sec. 1. City clerk.**~~

~~The city clerk shall be the clerk of the council.~~

~~It shall be the duty of the city clerk or a deputy designated by him or her, to attend all sessions of the council and keep a full and correct record of the proceedings.~~

~~The proceedings of the council shall be kept in a book marked "Minutes of the Council." He or she shall keep a book marked "Ordinances," into which he or she shall copy all city ordinances, certifying that each is a full and correct copy of the original ordinance, and stating that the same has been published as required bylaw.~~

~~Said record copy so certified shall be prima facie evidence of the contents of the ordinance, and of its passage and publication, and shall be admissible as such in any court or other proceeding. Such record shall not be filed, but shall be returned to the custody of the city clerk. He or she shall also keep a book marked "Resolutions" into which he or she~~

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shall copy all resolutions passed by the council.

Both the books containing ordinances and resolutions shall be adequately and comprehensively indexed.

He or she shall conduct promptly, and keep a systematic record of, all correspondence between the council and others relating to city business.

He or she shall be the keeper of the corporate seal of the city and shall affix the same to instruments or writings requiring authentication.

He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.

He or she shall report to the city council monthly, a detailed statement of the receipts and disbursements of the city government and the state of the various funds, and show the balances of the budgeted appropriation, and of any special improvement fund that may exist; and at the expiration of the fiscal year make a detailed statement of the receipts and disbursements of the city during said year, specifying the different sources of revenue and the amount received from each, the several appropriations made by the city council, and the amount of money expended under each, and the objects for which they were made. (Amended by vote of the people, April 12, 1983)

Article XIII.*

" Article XIII, of the Charter of the City of Oroville, relating to City Assessor and Board of Appraisers, is repealed. (Re- pealed by vote of the people, April 12, 1983)

Article XIV.

Sec. 1. Expert accountant.

The city shall retain a Certified Public Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the city.

It shall be the duty of the city clerk to keep on public display in his or her office a report of such audit for a period of sixty days after said audit has been filed. (Amended by vote of the people, April 12, 1983)

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Article XV.

Sec. 1. City treasurer.

There shall be a city treasurer who shall be elected every four years at the general election. It shall be his or her duty to collect all taxes assessed by the city assessor otherwise.

He or she shall receive and keep safely all moneys and securities belonging to the city and coming into the hands, and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the city, including improvement bonds.

The treasurer shall deposit within forty-eight hours of its receipt with a responsible banking institution, in the city, all funds coming into his or her possession, and shall obtain from such banking institution bonds or other collateral as security therefor, as provided by law. (Amended by vote of the people, April 12, 1983)

Article XVI.

Sec. 1. City engineer.

There shall be a city engineer who shall be appointed by the city council to hold office at the pleasure of the council.

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~~It shall not be necessary that he or she be a resident of the city at the time of his or her appointment.~~

~~As city engineer he or she shall be the custodian of, and responsible for, all maps, plans, profiles, field notes and other records and memoranda belonging to the city, pertaining to his or her office and the work thereof, all of which he or she shall keep in proper order and condition, with full indices thereof.~~

~~He or she shall turn the same over to his or her successor upon relinquishing his or her office, who shall give him~~N ~~or her duplicate re- ceipts therefor, one of which he or she shall file with the city clerk.~~

~~All maps, plans, profiles, field notes, estimates and other memoranda of surveys and other professional work made or done by him or her or under his or her direction or control during his or her term of office, shall be the property of the city.~~

~~He or she shall have supervision over all public work relating to the grading, paving, cleaning, lighting, watering and repairing of streets, the building of sewers and the disposal of sewage, garbage and rubbish, also of all other matters of an engineering character.~~

~~He or she shall have been at the time of his or her appointment a licensed and practicing civil engineer for a period of at least three years.~~

~~All other things being equal an engineer who has had special training or experience in municipal engineering shall be appointed to this office if practicable.~~

~~Article XVIa.~~

Sec. 1. ~~**Superintendent of streets.**~~

~~There shall be a superintendent of streets who shall be appointed by the council, to hold of- fice at the pleasure of the council. He or she shall perform such duties as may be prescribed now or hereafter, by ordinance or the general laws of the state.~~

~~Article XVII.*~~

~~* Article XVII, of the Charter of the City of Oroville, relating to city court and city judge, is repealed. (Repealed by vote of the people, November 8, 1988)~~

~~Article XVIII.~~

~~Sec. 1. Chief of police.~~

~~There shall be a chief of police who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be the head of the police department of the city, shall make rules and regulations for the management of the department, and shall have all the powers that are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the chief of police to preserve the public peace, and to suppress riots, tumults and distur- bances. The orders of the chief of police shall be promptly executed by the police officers of the city, and every citizen shall lend the chief of police aid when so requested for the arrest of offenders, the maintenance of public order or the protection of life and property.~~

~~The chief of police shall execute and return all process issued to the chief of police by legal authority. The chief of police shall have authority and it is hereby made the duty of the chief of police to arrest persons violating any law of the state or ordinance of the city.~~

~~Persons convicted of violating city ordinances and sentenced to jail may be confined in the county jail of Butte County. The chief of police shall have such other powers and duties as may be prescribed by the council by ordinance. (Amended by vote of the people, November 8, 1988; amended by vote of the people, November 5, 1996)~~

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~~Article XIX.~~

~~**Sec. 1. Chief of fire department**~~

~~There shall be a fire chief who shall be appointed by the city council and hold office at the pleasure of the council. He or she shall be head of the fire department of the city, and shall have charge of and supervision over all matters relating to the prevention and extinc- tion of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the imme- diate vicinity of the fire during such time, in- cluding police officers, shall be subject to his or her orders.~~

~~The fire chief shall make rules and regulations for the government of the department, subject to the approval of the council.~~

~~**Article XX.**~~

~~**Sec. 1. Health officer.**~~

~~There shall be a health officer who shall be appointed~~R ~~by the city council and shall hold office at the pleasure of the council. He or she shall be a person who has been licensed to practice medicine in the State of California, or who has received special training in and been granted credentials in public health work. He or she shall exercise general supervision over the health and cleanliness of the city, and take all necessary measures for the preservation and promotion thereof. He or she shall enforce all laws, ordinances and regulations relative to the preservation and improvement of the pub- lic health, including those for the prevention of disease, the suppression of unsanitary conditions, and the inspection and supervision of the production, transportation, storage and sale of foodstuffs. (Amended by vote of the people, November 8, 1988)~~

Article X~~X~~I.

Sec. 1. Oath of office.

Every officer shall take and subscribe to the constitutional oath of office before entering upon the performance of his or her official duties.

Sec. 2. Official bonds.

~~All o~~Officers ~~handling~~ managing city funds ~~and such other officers as the council may determine mus~~may be required to furnish a corporate surety bond~~dg~~ in an amount to be determined by the Council, which surety bond shall be conditioned on the faithful performance of the duties imposed on that respective officer as herein prescribed. Any premium for such bond shall be a proper charge against the City. ~~t give bonds for the faithful performance of their duties. The amount of said bonds shall be fixed by the city council. Such officers, before entering upon their official duties, shall exe- cute a bond to the city in the penal sum re- quired. Said bonds shall be approved by the council and filed with the city clerk, except the bond of the city clerk, which shall be filed with the mayor.~~

Sec. 3. Administering oaths.

Every elective officer and every chief appointive official, including all members of boards and commissions provided for in this Charter, or by ordinance, shall have the power to administer oaths or affirmations, in connection with any matter appertaining to the business of the city.

Sec. 4. Compensation.

The council shall by resolution fix the compensation of all officers, also the compensation of all deputies, assistants and employees of such officers. (Amended by vote of the people, November 8, 1988)

Sec. 5. Reports of fees and commissions.

Article XXI Section 5, of the Charter of the City of Oroville, relating to reports of fees and commissions, is repealed. (Repealed by vote of the people, November 8, 1988)

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CHARTER

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CHARTER

Article X~~X~~II.

Sec. 1. Vacancies.

A. Any vacancy occurring in any office for Council appointed staff, from whatever cause arising shall be filled by appointment by the council; and, in the case of a vacancy in the office of mayor, vice mayor, or councilmember such appointment may be made by a majority vote of the council; provided, further, that if such vacancy exists in any elective office, ~~such appointee shall hold office only until the first Monday after the next succeeding general municipal election at which election a person shall be elected to serve for any balance of the unexpired term~~the vacancy shall be filled in accordance to California Government Code Section 36512(b), as may be amended from time to time. Candidates for office for such un- expired term shall qualify in the manner provided in article IV, section No. 1 of this Charter.

~~8.~~1. In the event a vacancy occurs in any elective office within twenty days before the next succeeding general municipal election then such vacancy may be filled by temporary appointment by majority vote of the council for the interim until the induction to office of councilmember elected thereat, at which time such vacancy shall be filled by the new council as hereinabove provided.

C. In the event that a vacancy exists in any elective or appointive office and the council fails to agree or for any reason does not fill such vacancy within sixty days af- ter the same occurs, then a Special Meeting shall be called and the vacancy shall be filled by simple majority vote at that meeting. The appointment may be an interim appointment. Should a simple majority not be reached, staff shall be directed to do one final recruitment. At the completion of that recruitment, the Council shall consider all candidates. Should the Council still be unable reach simple majority, the Mayor shall appoint from that list of candidates. N~~such vacancy shall be filled by appointment by the mayor. Such appointment shall be for the time and of like effect as though made by the council as hereinabove provided.~~

D. In the event that the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unex- pired terms, and such election shall be

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conducted substantially in the manner provided by law for holding general municipal elections.

E. Except as herein otherwise provided, if any member of the city council of the city shall move outside the boundaries of their jurisdiction~~from the city~~, or fail to attend three consecutive regular city council meetings without the permission of the council, or shall resign, or be convicted of a felony, or be adjudged insane, or dies, his or her office shall thereupon become vacant.

F. Notwithstanding any provision in this Charter contained, whenever any person has been elected or appointed to office and for any reason fails or neglects to file the official oath or bond, if required, or for any reason fails to qualify within thirty days after the commencement of the term of office, the council may declare the office vacant and proceed to fill the vacancy as hereinabove provided. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Sec. 2. Additional duties of officers. In addition to duties herein specified, all officers and boards shall perform such other appropriate duties appertaining to their office as may be prescribed by ordinance or by the general laws.

~~**Article XXIII.**~~

~~**Sec. 1. Library.**~~
~~The free public library of the city shall be managed under and in accordance with the provisions of the general laws of the state relating to free public libraries. (Amended by vote of the people, April 12, 1983)~~

Commented [BR22]: City does not have any operational oversite of the County library located within the City.

Article XIII~~XIV~~.*

~~* Secs. 5 to 14. Repealed by vote of the people, April 12, 1983.~~

Sec. 1. Fiscal year.
The fiscal year of the city shall begin on the first day of July of each year, and end on the thirtieth day of June of the following year. (Amended by vote of the people, April 12, **1983)**

Sec. 2. Tax system.
The council shall provide a system for the assessment, levy, and collection of city taxes upon real and personal property. By mutual agreement, the County of Butte shall perform those municipal functions which relate to the assessment of property for purposes of taxation, the equalization and collection of taxes levied for municipal purposes, the collection of assessments, and the sale of property for nonpayment of taxes or assessments.

It shall be the duty of the ~~finance officer~~Director of Finance, within the time prescribed by law, to compute the tax rates required to service outstanding municipal debt, and submit same to the city council.

Should the council fail to fix the tax rates within the time prescribed, then the tax rates of the previous year shall constitute the rates for the current year. (Amended by vote of the people, April 12, 1983)

Sec. 3. Annual budget
~~On or before the first day of~~ In the month of June of each year, the city administrator shall present to the council a proposed budget for the ensuing fis—cal year. Such budget shall constitute the Pre- liminary Budget of the City of Oroville, and a copy of same shall be on file in the office of the city clerk. Not less than five days after the preliminary budget is filed, the city clerk shall fix a time for a budget public hearing.

Final adoption of the budget shall be not later than the first regular council meeting in July. Tax rates for purposes of the service of outstanding municipal debt shall be fixed not earlier than the first meeting in July, nor later than the last day of August. (Amended by vote of the people, April 12, 1983)

Sec. 4. Annual financial report.
It shall be the duty of the ~~finance officer~~Director of Finance to prepare annually a consolidated financial re- port of the city, including such statements and schedules as may be necessary to adequately describe the financial condition of the city, and the results of its operations for the fiscal year. Insofar as practical, these statements shall be prepared in accordance with generally ac- cepted accounting principles as applied to municipal corporations, and shall be subject to audit, as described in Article XIV above. (Amended by vote of the people, April 12, 1983)

Article XI~~X~~V.

Sec. 1. ~~Limit of b~~Bond indebtedness.
The bonded debt of the city shall comply with State law. ~~at no time exceed a total of three and seventy-five one hundredths percent (3.75%) of the taxable value of all property taxable for city purposes; provided, however, that bonds issued for the acquisition, extension, betterment, or mainte- nance of municipally owned public utilities shall not be counted as part of such limitation.~~

~~Provided further, however, that such bonds shall have been voted by the electors of the City of Oroville.~~

~~Provided further, that on the initiative of the council by an appropriate resolution, and a majority vote of the electors at the next general municipal election thereafter, this limit may be lowered or raised. (Amended by vote of the people, April 12, 1983)~~

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Article XXVI.*

* Article XXVI of the Charter of the City of Oroville relating to "Special Taxes and Bonds" is repealed. (Repealed by vote of the people, April 12, 1983.)

Article XXVII.

Sec. 1. Advertising the city; inducing immigration.

The council may appropriate and spend money from the funds of the city for any or all of the following purposes: Exhibitions, celebra- tions, fairs, entertainment of public guests, in- ducing immigration, and generally for the pur- pose of advertising the city.

A. Provided, however, that any amount so appropriated and spent is equaled by the public body soliciting such funds from the council, and that such appropriation made by the council does not constitute more than 50% of such expenditure con- templated.

8. Provided further, that the total appropri- ated for such expenditure shall not ex- ceed 4 cents on the $100.00 of assessed valuation in any one year.

Article XXVIII.

Sec. 1. Street and other public improvements.

A. The improvement, widening, extending, opening and closing of streets, or rights of way owned by the city, or in which the city has an easement, whether within or without the limits thereof, and the planting of trees thereon, and the making of other improvements authorized by laws of the state, may be done, and assessments therefor may be levied in conformity with, and under the authority conferred by the general laws of the state now in effect, or which may hereafter be enacted.

8. Provided, that no such improvement shall be undertaken or enforced when the cost of such improvement exceeds the as- sessed valuation of any parcel of real property in front of which the improve- ment is to be made, as such assessed valuation appears on the assessment roll of the city for the previous year.

Where such improvement happens by reason of special conditions to exceed the assessed value of any one parcel of real property in the area to be improved, the city council may declare that it is in the public interest that such amount over said assessed valuation shall be paid from the general fund of the city.

If it appears that the assessed valuation of any one parcel of real property will prevent the formation of an improvement district, any citizen may call for a review of the assessed valuation of the real property in the proposed district, where- upon the board of appraisers shall reap- praise and determine what valuation is right and proper.

Provided also, that the petitions for the improvement shall bear the signatures of the owners of 51% of the street frontage of property within the proposed district, before the city council can order the work to proceed.

C. Provided, however, that the council may by ordinance adopt a procedure for the opening, extending, widening, closing and improvement of streets, alleys, rights of way or other public places, the laying of pipe and conduits, and the removal from buildings, lots and grounds, and the sidewalks opposite thereto, of dirt, rub- bish, weeds, and other rank growth and materials, which may injure or endanger neighboring property, or the health or welfare of the inhabitants of the city, and for making and enforcing assessments

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against the property benefited, or affected thereby, or from which removal is made, for the cost of such improvements or removal, and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and city taxes.

D. Provided, that no such ordinance shall prevent the council from proceeding under any of the general laws of the state now in effect or which may hereafter be enacted, subject, however, in all cases to the provisions of subsection B of this article; provided, however, that where the work or improvement undertaken under such ordinance or general law is necessary for the promotion or maintenance of public health or safety and the council by resolution so finds, the council may proceed subject to such ordinance or general law and the provisions of subsection B shall not apply thereto. (1941, p. 3480)

Sec. 2. Contract work.

In the erection, improvement and repair of all public buildings and works, in all street and sewer work or in or about embankments or other works for protection against overflow, and in furnishing any supplies or materials for the same, the Local Agency Public Construction Act of the State of California Public Contract Code as the same now exists or may hereafter be amended shall apply. (1955, c. 185; amended by vote of the people, November 8, 1988)

Sec. 3. Interest in contracts, etc., prohibited.

No officer or employee of the city shall be or become directly or indirectly interested in, or in the performance of, any contract, or work or business, or in the sale or purchase of any article, the expense, price, or consideration of which is payable from the city funds, or in the purchase or lease of any real estate or other property belonging to or taken by the city, except in his or her official capacity, on behalf of the city.

If any person in this section designated, other than in such official capacity, shall, during the time for which he or she was elected or appointed, acquire an interest in any contract with or work done for the city or any department, branch or office thereof, or in any franchise, right, or privilege granted by the city, unless the same shall be devolved upon him or her by law, he or she shall forfeit his or her office and be forever barred and disqualified from being elected, appointed or employed in the service of the city, and all such contracts shall be voidable at the option of the city council.

The ownership of less than five percent of the capital stock or shares of a corporation or association with which a contract may be made shall not be considered as constituting an interest in the contract within the meaning of this section.

Sec. 4. Contracts.

The council shall advertise annually for sealed proposals or bids for printing and furnishing all letterheads, stationery, tax bills, account books and other printed matter likely to be re- quired during the fiscal year.

Contracts for advertising or printing, as the case may be, shall be awarded to the lowest responsible bidder, provided no contract for advertising shall be awarded to any newspaper except a newspaper of general circulation, as that term is defined by Chapter 1 of Division 7 of Title 1 of the Government Code.

Any city officer may purchase and bind the city to pay for any item included in his or her budget not exceeding $100.00 in any one complete purchase.

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~~By order duly adopted by a vote of five members, the council may authorize any official to bind the city without advertising, in an amount not to exceed $2,000.00.~~

~~All purchases shall be made and contracts for work shall be awarded in accordance with the Local Agency Public Construction Act of the State of California Public Contracts Code as the same now exists or may hereafter by amended. (1955, c. 185; amended by vote of the people, November 8, 1988)~~

Article XXV~~IX~~.

Sec. 1. Franchises.

Every franchise or privilege to construct, maintain or operate any railroad, or other means of transportation in or over any street or highway, or to lay pipes or conduits, or erect poles or wires or other structures in or across any street or highway for the transmission of gas, electricity, or other commodity, or for the use of public property or places now or hereafter belonging to the city, shall be granted under and in pursuance of the provision of the general laws of the state relating to the granting of franchises; provided no new franchise or the renewal of an existing franchise shall be granted except upon condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the city. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property to others, wherever practicable, and nothing herein shall be construed as prohibiting the council from requiring other conditions not inconsistent with the constitution or general laws.

No franchise or privilege so granted shall be sold, leased, assigned or otherwise alienated without the express consent of the council given by ordinance and subject to the referendum.

Within six months after this Charter takes effect, every public utility and every owner of a public utility franchise, shall file with the city clerk, certified copies of all the franchises owned or claimed, or under which any such utility is operated.

The city shall compile and maintain a public record of all public utility franchises and of all public utility fixtures in the streets of the City of Oroville.

Commented [BR26]: Feeling is that this language could be restrictive - and recommend that the City follows applicable State laws here.

Article X~~XX~~VI. Miscellaneous

Sec. 1. Official records.

All books and records of every office and department shall be open to the inspection of any citizen during business hours, subject to proper rules and regulations for the efficient conduct of business of such department or office; provided, the records of the police department shall not be subject to such inspection except by permission of the proper police authorities.

Copies or extracts, duly certified, from said books and records open for inspection, shall be given by the officer having the same in custody to any person demanding the same and paying or tendering the fee for such copies or extracts, and an additional fee for certifying. The city council, by resolution duly adopted, shall set the fee to be charged for copies or extracts and for certifying.

All officers and boards shall deliver to their successors all papers, books, documents, records, archives, and other properties pertaining to their respective offices or departments, in their possession or under their control. (Amended by vote of the people, April 12, 1983)

Sec. 2. General laws applicable.
All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this Charter, or with ordinances hereafter enacted, shall be applicable to the City of Oroville.

The council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against the general laws of the state.

Provided, that where a procedure for the exercising of any rights or powers belonging to a city, is provided by statute of the State of California, such procedure shall control and be followed unless a different procedure is provided in, or by ordinance enacted under authority of this Charter. (1955, c. 185; amended by vote of the people, April 12, 1983)

Sec. 3. Continuing officers and employees.
All officers, assistants, and employees in office when this Charter takes effect, shall continue to hold and exercise their respective offices or employment, under and subject to the terms and provisions of this Charter until the election or appointment and qualification of their successors in the manner prescribed in this Charter.

Sec. 4. Continuing ordinances in force. All lawful ordinances, resolutions, and regulations in force at the time this Charter shall take effect,* and not inconsistent with its provisions, are hereby continued in force until the same shall have been duly amended, repealed or superseded.

- See note to section 7 of this article.

Sec. 5. Continuing contracts in force.
All vested rights of the city shall continue and shall not in any manner be affected by the adoption of this Charter, nor shall any right, liability, pending suit or prosecution, either in behalf of or against the city, be affected by the adoption of this Charter. All contracts entered into by the city prior to the taking effect of this Charter shall continue in full force and effect. All public work begun prior to the taking effect of this Charter shall be continued and perfected hereunder.

Sec. 6. Validity.
If any article, section, or part of a section of this Charter is held legally invalid, it shall not be held to invalidate or impair the validity of any other section or part of section, unless it clearly appears that such other section or part of a section is dependent for its operation upon the section or part of a section so held invalid.

Sec. 7. When Charter effective.*
This Charter shall go into effect upon its approval by the legislature, except for the purpose of electing the officers provided for herein; for which purpose it shall go into effect on the expiration of the terms of the present elected officials.

* **Editor's note:** The Charter was approved by the state legislature and filed with the secretary of state on January 27, 1933.

Article X~~XI~~XXI. Initiative Measure to Be Submitted Directly to the Voters*

- Editor's note: This article was added in 2000.

Sec. 1. Title.
This measure shall be known as the People's Choice Prison Initiative (People's Initiative).

Sec. 2. Findings.
In order to maintain the quality of life as sought by the residents of the City of Oroville,

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it is hereby accepted as a right and an obligation:

1. To preserve the current level of health and safety services and other welfare is- sues as they relate to the residents of the City of Oroville;
2. To maintain the right to an orderly and evenly distributed rate of growth, keeping within the ability of the city to accommodate growth without straining available resources, be they provided by man or be they natural;
3. To be able to preserve the quality of public services, health services, social workers, sewage treatment plants and landfill adequacy, which are often threatened by excessive and rapid population growth impacts.

In keeping within the process prescribed in the California Election Code, the voters of the City of Oroville hereby exercise their right to the Initiative process whereby a constituency may obtain the will of the voters to decide on important issues which impact them directly.

Therefore the people of the City of Oroville do ordain as follows:

Sec. 3. City of Oroville's boundaries, etc.

That the entire City of Oroville, and all the territory included within the city boundaries are hereby zoned prison-free by the enactment of this, the People's Initiative.

Sec. 4. Prison Initiative enacted.

Should this initiative be enacted, any consideration of prison or any facility that has a function of incarcerating or housing prisoners shall be put forth on the ballot for approval by the voters disclosing to them the following:

a. The proposed location of the prison;
b. The type of prison (e.g. maximum security, minimum security, etc.);
c. The size of prison;
d. How the various factors impacting the public shall be mitigated;
e. A commitment from the state, federal or any other agency that they will pay for the increased cost of direct and indirect services that result from the prison and that any cost incurred by the enforcement of this Section (4), Subparagraph (e) shall be borne by them;
f. Any and all potential changes to the disclosed information.

Sec. 5. Transmittal to State.

Upon adoption of this initiative, the city council shall immediately transmit a copy of the initiative to the Governor of the State of California, the California Department of Corrections, and all other appropriate state agencies.

Sec. 6. Severability.

If any subsection, part, subpart, paragraph, subparagraph, clause or phrase of this initiative or any amendments or revision of this initiative is for any reason held to be invalid, the remaining portions will not be affected, but will remain in full force and in effect.

Sec. 7. Amendment.

No part of this initiative shall be amended or repealed except by passage of a ballot measure approved by a majority of voting.

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Article I.

Sec. 1. Name.

The municipal corporation now existing and known as the "City of Oroville" shall remain and continue a body politic and corporate in fact and in law, by the name of the "City of Oroville" and by such name shall have perpet- ual succession.

Article II.

Sec. 1. Boundaries.

The boundaries of the City of Oroville shall continue as now established, and the territory embraced therein may be added to or diminished in accordance with the laws of the State of California governing the annexation and exclusion of territory by municipalities.

Article III.

Sec. 1. Powers of the city.

The City of Oroville may appear, sue and defend in all courts and places in all matters and proceedings; may have and use a common seal and alter the same at pleasure; may, subject to the restrictions contained in this Charter, purchase, receive, hold and enjoy, sell, lease and convey real and personal property; receive bequests, gifts and donations of all kinds of property in fee simple, or in trust for charitable and other purposes; and do all acts necessary to carry out the purposes of such gifts, bequests and donations, with power to manage, sell, or lease or otherwise dispose of the same in accordance with the terms of any gift, bequest or trust; may improve any river or channels flowing through the city or adjoining the same; widen, straighten and deepen the channels thereof, and remove obstructions therefrom; construct and maintain embankments and other works to protect the city from overflow.

All rights and titles to property, all rights and obligations under contracts or trusts, and all causes of action of any kind in any court or tribunal vested in the City of Oroville or in any officer or employee thereof in his or her official capacity, at the time this Charter becomes effective,* as well as all liabilities in contract or tort and causes of action involving the same insofar as they affect the city and/or any officer or employee thereof in his or her official capacity which shall be outstanding at the time this Charter becomes effective, shall continue without abatement or modification by reason of any provision hereof.

All ordinances or resolutions in force at the time this Charter takes effect and not inconsistent therewith shall continue in force until amended or repealed.**

All public improvements or other proceedings legally authorized prior to this Charter shall be carried to completion under previously existing laws or under this Charter.***

The powers or duties vested in city officers, boards or commissions by law superseded by this Charter shall be exercised, continued and carried out by their successors or by other city officers, boards or commissions, consistent with the provisions of this Charter.

All functions of the city, and the powers and duties of officers and employees charged with the performance therefor, as these shall have been apportioned among departments and officers, and institutions, utilities, bureaus or other subdivisions thereof, as existing at the time this Charter shall go into effect, shall continue to be the functions of such departments and offices and the powers and duties of officers and employees assigned thereto, except as in, or under the authority of, this Charter otherwise specifically provided.

The legally authorized officers and employees of each of said departments and officers or subdivisions thereof shall continue as the officers and employees of said departments and offices or subdivisions thereof, subject to the conditions governing their respective appointments to such positions and except as in this Charter otherwise provided; and where part of the functions and duties of any department or office are by this Charter transferred or placed in any other department or office, the persons performing such functions and duties, shall be transferred therewith.

The compensations legally authorized for the several officers and employees shall be continued subject to the other provisions of the Charter.

The city may make and enforce all laws, ordinances and regulations necessary, convenient or incidental to the exercise of all rights and powers in respect to its affairs, officers and employees and shall have all rights and powers appropriated to a city, subject only to the

restrictions and limitations provided in this Charter, including the power to acquire and construct plants, works, utilities, areas, highways and institutions outside the boundaries

of the city, and maintenance and operations of the same, and the exercise of functions or maintenance of services outside the boundaries of the city, including the expenditure of funds therefor through any agency.

The specifications or enumeration in this Charter of particular powers shall not be exclusive.

The exercise of all rights and powers of the city when not prescribed in this Charter shall be as provided by ordinance or resolution of the city council.

• As to effective date of Charter, see Char., art. XXX, § 7.
•• See also, Char., art. XXX, § 4 as to ordinances continued in force.
... See also, Char., art. XXX, § 5 as to contracts continuing in force.

Article IV.

Sec. 1. Elections.

General elections shall be held in the City of Oroville on the first Tuesday after the first Monday in November of each even-numbered year, under and pursuant to the general laws governing elections, so far as the same may be applicable, and except as herein otherwise provided. Persons elected in April of 1981, or their successors, shall hold office until November 12, 1984, and persons elected in April of 1983, or their successors, shall hold office until November 10, 1986.

Where there are full council terms and short council terms to be filled, the persons elected by the highest number of votes shall be elected to the full term offices. In the event that two or more persons shall be elected by the same number of votes, their term shall be fixed by lot. {1941, p. 3484; 1955, c. 185; amended by vote of the people, April 12, 1983)W

Article V.

Sec.1. Initiative, referendum and recall.

Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the constitution and general laws of the state, and any elective officer may be recalled from office under and in pursuance of the provisions of the constitution and general laws; provided, however, that initiative, referendum or recall petitions, must be signed by at least 25% of the number of eligible electors voting at the last gen- eral municipal election.

Article VI.

Sec. 1. Officers and employees.

The officers of the City of Oroville shall be a mayor, six members of the council, a City Clerk/City Administrator, a City Attorney, all City departments heads which include but are not limited to: a Director of Finance, a City Engineer, a Director of Public Works, a Director of Community Development, a Director of Code Enforcement, a Director of Business Assistance and Housing Development, a Chief of Police, and a Fire Chief, . In addition, Planning Commission and Park Commission ; provided, the council may by ordi- nance provide for such subordinate officers, assistants, deputies, clerks and employees as it deems necessary.

The members of the council shall be elected from the city and shall hold office for four years and until their successors are elected and qualified.

aAll other officers, assistants, deputies, clerks and employees shall be appointed as provided in this Charter or as the council may provide

by ordinance in case no provision for their appointment is herein made, and they shall hold their respective offices or positions at the pleasure of the appointing power, except as otherwise herein provided.

Except as otherwise provided in this Charter, where the appointment of any officer, assistant, deputies, clerks or employees that is vested in the council, the appointment and removal must be made by a five-sevenths vote of the members. B

No increase or reduction shall be made in the compensation paid any appointive officer unless made by a five-sevenths vote of the council. (1941, p. 3480; amended by vote of the peo- ple, April 12, 1983; amended by vote of the people, November 8, 1988)

Article VII.

Sec. 1. The **council.**
The legislative body of the City of Oroville shall consist of a mayor (elected at large) and six persons elected which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held therein every even-numbered year as hereinbefore provided.

They shall hold office for a period of four years from and after the first Tuesday in January next succeeding the day of their election and until their successors are elected and quali- fied; provided.

The members of the council and the mayor shall receive compensation as set by ordinance.

The members of the council shall not be elected or appointed to any office or employment with the city, except as otherwise provided in this Charter.

In the event of resigning they shall not be entitled to vote on the selection of their successors.

The council shall have the power by ordinance to provide for and appoint such other commissions and officials as may seem in its discretion necessary and proper, such officers shall serve at the discretion of the council, and at a salary to be fixed by the council.

The council shall have the power by ordinance to combine any city offices, which in its discretion seems for the best interests of the city. (Amended by vote of the people, November 8, 1988)

Sec. 2. Meetings.
The council shall meet on the first Tuesday in January following the general mu- nicipal election and canvass the returns thereof. Should the first Tuesday fall on a holi- day, the meeting shall be held the following day.

The new members and all newly elected officers shall then be inducted into office and a vice mayor shall be appointed as provided in Article VIII, section 1a.

The council shall hold a regular meeting at least once a month at such time as it shall fix by ordinance.

Special meetings may be called at any time by the mayor or by three councilmembers in accordance with the Government Code of the State of California.

All meetings of the council shall be held in the City Hall unless an alternative location is appropriately noticed. , All meetings shall be open to the public.

The council shall adopt rules for conducting its proceedings. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Sec. 3. Quorum.

A majority of the council shall constitute a quorum for the transaction of any business.

Sec. 4. Ordinances.

All proposed ordinances introduced in the council shall be in printed form.

The enacting clause of all ordinances passed by the council shall read as follows: "The council of the City of Oroville do ordain as follows:".

The affirmative vote of a majority of the council shall be necessary to adopt any ordinance, resolution or claim against the city, which vote shall be taken by ayes and noes and entered upon the record.

No ordinance shall be passed by the council on the day of its introduction, nor within five days thereafter, nor at any time other than a regular meeting.

A proposed ordinance may be amended or modified between the time of its introduction and the time of its final passage, provided its general scope and original purposes are retained.

All ordinances shall be signed by the mayor and attested by the city clerk, and shall be published in a manner that meets the requirements of State law (which could include publishing in local newspaper).

In lieu thereof, the publication of ordinances may be satisfied by either of the following actions:

1. The city council may publish a summary of a proposed ordinance or proposed amendment to an existing ordinance. Such summary shall be prepared by an official designated by the city council. A summary shall be published and a *certi*-fied copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the city clerk at least five days prior to the city council *meeting* at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, the city

council shall publish a summary of the ordinance or amendment with the names of those city council members voting for arid against the ordinance or amendment and the city clerk shall post in the office of the city clerk a certified copy of the full text of such adopted ordinance or amendment along with the names of those city council members voting for and against the ordinance or amendment; or

2. If the city official designated by the city council determines that it is not feasible to prepare a fair and adequate summary of the proposed or adopted ordinance or amendment, and if the city council so orders, a display advertisement of at least one-quarter page in a newspaper of general circulation printed and published in the County of Butte and circulated in the city shall be published at least five days prior to the city council meeting at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter page shall be published. The advertisement shall indicate the general nature of, and provide information about, the proposed or adopted ordinance or amendment including information sufficient to enable the public to obtain copies of the complete text of such ordinance or amendment, and the names of those city council members voting for and against the ordinance or amendment.

Notwithstanding the foregoing, any ordinance declared by the council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing the reasons for its urgency, may be introduced and passed at one and the same meeting, and if passed by a five-sevenths vote shall become effective immediately. (Amended by vote of the people, November 5, 1996)

Article VIII.

Sec. 1. Mayor.
The mayor shall be elected and shall hold office for four years and until his or her successor is elected and qualified.

The mayor shall be the executive head of the city. In case of riot, insurrection or extraordinary emergency he or she shall assume general control of the city government, and all its branches and be responsible for the suppression of disorders and the restoration of normal conditions.

In the name and on behalf of the city he or she (or their designee) shall sign all contracts, deeds, bonds and other legal instruments to which the city is a party, and he or she shall represent the city at all ceremonial functions of a social or patriotic character when it is desirable and appropriate to have the city represented officially thereat.

He or she shall preside at all meetings of the council and shall vote as a member of the council, and shall receive such compensation as is hereinbefore provided for members of the council.

Sec. 1a. Vice mayor.
There shall be a vice mayor who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be a duly qualified and acting member of the council. In the event of the termination of his or her tenure of office as councilmember from any cause whatsoever, thereupon his or her tenure of office as vice mayor shall forthwith cease and determine. The appointment and removal of the vice mayor may be made by a majority vote of the council.

The vice mayor shall act as mayor pro tempore in the case of absence, illness, death or

other disability of the mayor and while so acting shall have all of the rights, powers and duties of the mayor.

Sec. 2. Right of subpoena.
The City Attorney, at the direction of the Council, may issue a subpoena, to compel the production of the books, papers, documents for the City. and to compel testimony whenever necessary in proceedings before the Council. (1941, p. **3480.)**

Article IX.

Sec. 1. Departments
The City Administrator shall recommend and the City Council shall by ordinance create, reorganize and abolish departments and divisions thereof as necessary for the effective management of the City's affairs, in addition to the following which are created by Charter:

Sec. 2 City Administrator/City Clerk: The City Clerk/City Administrator shall be the clerk of the council.

It shall be the duty of the city Clerk/City Administrator or a deputy designated by him or her, to attend all sessions of the council and keep a full and correct record of the proceedings. The proceedings of the council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

The proceedings of the council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

He or she shall conduct promptly, and keep a systematic record of, all correspondence between the council and others relating to city business.

He or she shall be the keeper of the corporate seal of the city and shall affix the same to instruments or writings requiring authentication.

He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.

Sec. 3. City Attorney: There shall be a city attorney who shall be ap- pointed by the city council, to hold office at the pleasure of the council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment. All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable.

The city attorney shall be legal advisor of the council and all other city officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the council, or other officials, except as may be otherwise provided.

He or she shall prosecute personally on behalf of the people violations of municipal code before the Superior Court, and shall perform such other legal services as needed.

He or she shall attend all meetings of the council unless excused therefrom by the council or mayor.

Sec. 4 Director of Finance: There shall be a Director of Finance who shall be appointed by the Council. He or she shall receive and keep safely all moneys and securities belonging to the city and coming into the hands, and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the city, including improve- ment bonds.

Sec. 5 Chief of Police: There shall be a chief of police who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be the head of the police department of the city, shall make rules and regulations for the management of the department, and shall have all the powers that are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the chief of police to preserve the public peace, and to suppress riots, tumults and disturbances. The orders of the chief of police shall be promptly executed by the police officers of the city for the maintenance of public order or the protection of life and property.

The chief of police shall have authority and it is hereby made the duty of the chief of police to arrest persons violating any law of the state or

Commented [BR1]: Legal concerns.

Commented [BR2]: BCSO

ordinance of the city.

Persons convicted of violating city ordinances and sentenced to jail may be confined in the county jail of Butte County. The chief of police shall have such other powers and duties as may be prescribed by the council by ordinance.

Sec.6 Fire Chief: There shall be a Fire Chief who shall be appointed by the City Council and hold office at the pleasure of the Council. He or she shall be head of the fire department of the city and shall have charge of and supervision over all matters relating to the prevention and extinction of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the immediate vicinity of the fire during such time, including police officers, shall be subject to his or her orders.

The fire chief shall make rules and regulations for the government of the department, subject to the approval of the council City shall provide fire prevention and protection services.

Sec. 7 In addition, the City shall retain the following two functions:

Sec. 7a An Expert Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the city.

Sec. 7b A city engineer who shall hold office at the pleasure of the council. As city engineer he or she shall be the custodian of, and responsible for, all maps, plans, profiles, field notes and other records and memoranda belonging to the city, pertaining to his or her office and the work thereof, all of which he or she shall keep in proper order and condition, with full indices thereof.

He or she shall have been at the time of his or her appointment a licensed and practicing civil engineer.

Article X.

Commissions

Sec. 1 Planning commission.
There shall be a board of planning commissioners consisting of the mayor as an ex- officio member without vote except in the case of a tie; and seven citizens to be appointed by the council to serve for four years each, with- out compensation.

The city planning commission shall have and exercise all the powers and duties which are now or may hereafter be granted to or im- posed upon said department by state law, and such additional powers and duties as may be granted or imposed by ordinance for the regu- lation and control of the platting and subdivi- sion of lands.

No ordinance shall be adopted by the council creating districts or zones for the purpose of regulating the use of lands, the height, bulk, location or use of buildings therein, and no ordinance changing, amending or altering any such ordinance shall be adopted until it shall have first been submitted to the board of city

Commented [BR3]: I believe this is fine - as we still have a Fire Chief - albeit via contract.

Commented [BR4]: Redundant.

Commented [BR5]: Procedural...not necessary to include here.

planning commissioners for report and recommendation.

It shall be the duty of the planning commission within thirty days from the receipt of any such request from the council for its recommendation in regard to any such ordinance, to make and file its report thereon with the council, and should said board of city planning commissioners recommend against the approval of any such ordinance herein mentioned, the council may adopt such ordinance only upon majority vote of the whole of said council.

Should the board of city planning commissioners recommend the approval of any such ordinance, or fail to make any recommendation within the time mentioned herein, said council may adopt such ordinance by a majority vote of the whole council.

All plans for the location of public parks or public playgrounds shall be submitted to the city planning commission for report and recommendation. Such report shall be advisory only.

The department shall make reports and recommendations to the council and to the various departments of the city government on all matters involving the location of such public improvements.

The city planning commission shall initiate studies and make reports and recommendations to the council and the various departments of the city government on subjects related to the opening and widening of streets and other physical conditions, connected with the development and expansion of the city.

It shall each year render to the mayor and council a report of its activities during the preceding year, and its proposals for the future. (1961, c. 181; amended by vote of the people, April 12, 1983; amended by vote of the people, November 6, 1990)

Sec. 2 Park commission.

There shall be a park commission consisting of five members to be appointed by the council each to serve for a term of five years, without compensation.

The Park's Commission shall advise the City Council on all matters pertaining to the operation and regulation of City Parks. The Council shall receive recommendations of the Commission prior to taking any action related to the Parks.

CHARTER

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Commented [BR6]: Section is procedural/not needed.

Sec. 1.

C-11

Commented [BR7]: Procedural...not necessary to include here.

CHARTER

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Commented [BR8]: BCSO

Sec. 1.

C-12

R

Article XI.

Sec. 1. Oath of office.
Every officer shall take and subscribe to the constitutional oath of office before entering upon the performance of his or her official duties.

Commented [BR9]: Repeal this section - County provides.

Sec. 2. Official bonds.
Officers managing city fundsmay be required to furnish a corporate surety bond in an amount to be determined by the Council, which surety bond shall be conditioned on the faithful performance of the duties imposed on that respective officer as herein prescribed. Any premium for such bond shall be a proper charge against the City.

Commented [BR10]: Similar language from City of Palmdale.

Sec. 3. Administering oaths.
Every elective officer and every chief appointive official, including all members of boards and commissions provided for in this Charter, or by ordinance, shall have the power to administer oaths or affirmations, in connection with any matter appertaining to the business of the city.

Sec. 4. Compensation.
The council shall by resolution fix the compensation of all officers, also the compensation of all deputies, assistants and employees of such officers. (Amended by vote of the people, November 8, 1988)

Sec. 5. Reports of fees and commissions.
Article XXI Section 5, of the Charter of the City of Oroville, relating to reports of fees and commissions, is repealed. (Repealed by vote of the people, November 8, 1988)

Article XII.

Sec. 1. Vacancies.

A. Any vacancy occurring in any office for Council appointed staff, from whatever cause arising shall be filled by appointment by the council; and, in the case of a vacancy in the office of mayor, vice mayor, or councilmember such appointment may be made by a majority vote of the council; provided, further, that if such vacancy exists in any elective office, the vacancy shall be filled in accordance to California Government Code Section 36512(b), as may be amended from time to time. Candidates for office for such un- expired term shall qualify in the manner provided in article IV, section No. 1 of this Charter.

1. In the event a vacancy occurs in any elective office within twenty days before the next succeeding general municipal election then such vacancy may be filled by temporary appointment by majority vote of the council for the interim until the induction to office of councilmember elected thereat, at which time such vacancy shall be filled by the new council as hereinabove provided.

C. In the event that a vacancy exists in any elective or appointive office and the council fails to agree or for any reason does not fill such vacancy within sixty days af- ter the same occurs, then a Special Meeting shall be called and the vacancy shall be filled by simple majority vote at that meeting. The appointment may be an interim appointment. Should a simple majority not be reached, staff shall be directed to do one final recruitment. At the completion of that recruitment, the Council shall consider all candidates. Should the Council still be unable reach simple majority, the Mayor shall appoint from that list of candidates. N

D. In the event that the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unexpired terms, and such election shall be conducted substantially in the manner provided by law for holding general municipal elections.

E. Except as herein otherwise provided, if any member of the city council of the city shall move outside the boundaries of their jurisdiction, or fail to attend three consecutive regular city council meetings without the permission of the council, or shall resign, or be convicted of a felony, or be adjudged insane, or dies, his or her office shall thereupon become vacant.

F. Notwithstanding any provision in this Charter contained, whenever any person has been elected or appointed to office and for any reason fails or neglects to file the official oath or bond, if required, or for any reason fails to qualify within thirty days after the commencement of the term of office, the council may declare the office vacant and proceed to fill the vacancy as hereinabove provided. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Sec. 2. Additional duties of officers.

In addition to duties herein specified, all officers and boards shall perform such other appropriate duties appertaining to their office as may be prescribed by ordinance or by the general laws.

Commented [BR11]: Only applicable to appointments made by Council.

Commented [BR14]: City does not have any operational oversite of the County library located within the City.

Commented [BR12]: New Language added 040224

Commented [BR13]: Allows business to continue/eliminated delays in filling positions - and provides a path with simple majority for these rare situations.

CHARTER

C-14

Article **XIII.***

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Sec. 1. Fiscal year.
The fiscal year of the city shall begin on the first day of July of each year, and end on the thirtieth day of June of the following year. (Amended by vote of the people, April 12, **1983)**

Sec. 2. Tax system.
The council shall provide a system for the assessment, levy, and collection of city taxes upon real and personal property. By mutual agreement, the County of Butte shall perform those municipal functions which relate to the assessment of property for purposes of taxation, the equalization and collection of taxes levied for municipal purposes, the collection of assessments, and the sale of property for nonpayment of taxes or assessments.

It shall be the duty of the Director of Finance, within the time prescribed by law, to compute the tax rates required to service outstanding municipal debt, and submit same to the city council.

Should the council fail to fix the tax rates within the time prescribed, then the tax rates of the previous year shall constitute the rates for the current year. (Amended by vote of the people, April 12, 1983)

Sec. 3. Annual budget
In the month of June of each year, the city administrator shall present to the council a proposed budget for the ensuing fiscal year. Such budget shall constitute the Pre- liminary Budget of the City of Oroville, and a copy of same shall be on file in the office of the city clerk. Not less than five days after the preliminary budget is filed, the city clerk shall fix a time for a budget public hearing.

Final adoption of the budget shall be not later than the first regular council meeting in July. Tax rates for purposes of the service of outstanding municipal debt shall be fixed not earlier than the first meeting in July, nor later than the last day of August. (Amended by vote of the people, April 12, 1983)

Sec. 4. Annual financial report.
It shall be the duty of the Director of Finance to prepare annually a consolidated financial report of the city, including such statements and schedules as may be necessary to adequately describe the financial condition of the city, and the results of its operations for the fiscal year. Insofar as practical, these statements shall be prepared in accordance with generally accepted accounting principles as applied to municipal corporations, and shall be subject to audit, as described in Article XIV above. (Amended by vote of the people, April 12, 1983)

Article XIV.

Sec. 1. Bond indebtedness.
The bonded debt of the city shall comply with State law.

Commented [BR15]: Types of bonds can vary in requirements, we will follow State law.

CHARTER

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Commented [BR16]: The Council has the ability to address Economic Development through the budget process.

C-16

C-17

Commented [BR17]: Feeling is that this language could be restrictive - and recommend that the City follows applicable State laws here.

Article XXV.

Sec. 1. Franchises.
Every franchise or privilege to construct, maintain or operate any railroad, or other means of transportation in or over any street or highway, or to lay pipes or conduits, or erect poles or wires or other structures in or across any street or highway for the transmission of gas, electricity, or other commodity, or for the use of public property or places now or hereafter belonging to the city, shall be granted under and in pursuance of the provision of the general laws of the state relating to the granting of franchises; provided no new franchise or the renewal of an existing franchise shall be granted except upon condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the city. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property to others, wherever practicable, and nothing herein shall be construed as prohibiting the council from requiring other conditions not inconsistent with the constitution or general laws.

No franchise or privilege so granted shall be sold, leased, assigned or othertwise alienated without the express consent of the council given by ordinance and subject to the referendum.

Within six months after this Charter takes effect, every public utility and every owner of a public utility franchise, shall file with the city clerk, certified copies of all the franchises owned or claimed, or under which any such utility is operated.

The city shall compile and maintain a public record of all public utility franchises and of all public utility fixtures in the streets of the City of Oroville.

Article XVI. Miscellaneous

Sec. 1. Official records.
All books and records of every office and department shall be open to the inspection of any citizen during business hours, subject to proper rules and regulations for the efficient conduct of business of such department or office; provided, the records of the police department shall not be subject to such inspection except by permission of the proper police authorities.

Copies or extracts, duly certified, from said books and records open for inspection, shall be given by the officer having the same in custody to any person demanding the same and paying or tendering the fee for such copies or extracts, and an additional fee for certifying. The city council, by resolution duly adopted, shall set the fee to be charged for copies or extracts and for certifying.

All officers and boards shall deliver to their successors all papers, books, documents, records, archives, and other properties pertaining to their respective offices or departments, in their possession or under their control. (Amended by vote of the people, April 12, 1983)

Sec. 2. General laws applicable.
All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this Charter, or with ordinances hereafter enacted, shall be applicable to the City of Oroville.

The council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against the general laws of the state.

Provided, that where a procedure for the exercising of any rights or powers belonging to a city, is provided by statute of the State of California, such procedure shall control and be followed unless a different procedure is provided in, or by ordinance enacted under authority of this Charter. (1955, c. 185; amended by vote of the people, April 12, 1983)

Sec. 3. Continuing officers and employees.
All officers, assistants, and employees in office when this Charter takes effect, shall continue to hold and exercise their respective offices or employment, under and subject to the terms and provisions of this Charter until the election or appointment and qualification of their successors in the manner prescribed in this Charter.

Sec. 4. Continuing ordinances in force. All lawful ordinances, resolutions, and regulations in force at the time this Charter shall take effect,* and not inconsistent with its provisions, are hereby continued in force until the same shall have been duly amended, repealed or superseded.

- See note to section 7 of this article.

Sec. 5. Continuing contracts in force.
All vested rights of the city shall continue and shall not in any manner be affected by the adoption of this Charter, nor shall any right, liability, pending suit or prosecution, either in behalf of or against the city, be affected by the adoption of this Charter. All contracts entered into by the city prior to the taking effect of this Charter shall continue in full force and effect. All public work begun prior to the taking effect of this Charter shall be continued and perfected hereunder.

Sec. 6. Validity.
If any article, section, or part of a section of this Charter is held legally invalid, it shall not be held to invalidate or impair the validity of any other section or part of section, unless it clearly appears that such other section or part of a section is dependent for its operation upon the section or part of a section so held invalid.

Sec. 7. When Charter effective.*
This Charter shall go into effect upon its approval by the legislature, except for the purpose of electing the officers provided for herein; for which purpose it shall go into effect on the expiration of the terms of the present elected officials.

* **Editor's note:** The Charter was approved by the state legislature and filed with the secretary of state on January 27, 1933.

Article XVII. Initiative Measure to Be Submitted Directly to the Voters*

- Editor's note: This article was added in 2000.

Sec. 1. Title.
This measure shall be known as the People's Choice Prison Initiative (People's Initiative).

Sec. 2. Findings.
In order to maintain the quality of life as sought by the residents of the City of Oroville,

it is hereby accepted as a right and an obligation:

1. To preserve the current level of health and safety services and other welfare is- sues as they relate to the residents of the City of Oroville;
2. To maintain the right to an orderly and evenly distributed rate of growth, keeping within the ability of the city to accommodate growth without straining available resources, be they provided by man or be they natural;
3. To be able to preserve the quality of public services, health services, social workers, sewage treatment plants and landfill adequacy, which are often threatened by excessive and rapid population growth impacts.

In keeping within the process prescribed in the California Election Code, the voters of the City of Oroville hereby exercise their right to the Initiative process whereby a constituency may obtain the will of the voters to decide on important issues which impact them directly.

Therefore the people of the City of Oroville do ordain as follows:

Sec. 3. City of Oroville's boundaries, etc.

That the entire City of Oroville, and all the territory included within the city boundaries are hereby zoned prison-free by the enactment of this, the People's Initiative.

Sec. 4. Prison Initiative enacted.

Should this initiative be enacted, any consideration of prison or any facility that has a function of incarcerating or housing prisoners shall be put forth on the ballot for approval by the voters disclosing to them the following:

a. The proposed location of the prison;
b. The type of prison (e.g. maximum security, minimum security, etc.);
c. The size of prison;
d. How the various factors impacting the public shall be mitigated;
e. A commitment from the state, federal or any other agency that they will pay for the increased cost of direct and indirect services that result from the prison and that any cost incurred by the enforcement of this Section (4), Subparagraph (e) shall be borne by them;
f. Any and all potential changes to the disclosed information.

Sec. 5. Transmittal to State.

Upon adoption of this initiative, the city council shall immediately transmit a copy of the initiative to the Governor of the State of California, the California Department of Corrections, and all other appropriate state agencies.

Sec. 6. Severability.

If any subsection, part, subpart, paragraph, subparagraph, clause or phrase of this initiative or any amendments or revision of this initiative is for any reason held to be invalid, the remaining portions will not be affected, but will remain in full force and in effect.

Sec. 7. Amendment.

No part of this initiative shall be amended or repealed except by passage of a ballot measure approved by a majority of voting.

CHARTER

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **2023 / 24 FISCAL YEAR ROAD REPAIR WORK**

DATE: **APRIL 16, 2024**

SUMMARY

Council member Webber and Council member Thomson requested that staff return to Council with funding alternatives for Tier Two Road Project funding for this current Fiscal Year (FY 2023/24).

DISCUSSION

At the request of Council member Webber and Council member Thomson, staff are returning with funding alternatives for Tier Two Road Projects (projects in the cost range of $60,000 - $200,000). For FY 2023/24 the vast majority of funding for road projects are tied up to the Highway 162 project, Nelson Avenue, Ophir Road and the Montgomery Street roundabout, with minimal room for cost overruns. Without making changes to these projects, there are minimal resources available.

There is approximately $200,000 remaining in Local Fiscal Recovery funds (LFR).

Should the Council desire, it could allocate the remainder of the $200,000 in the LFR funds for either Tier Two construction work, or road work utilizing a mastic machine that could provide road repair work where alligator cracks are starting to develop. There are a number of streets that staff have identified that would benefit from some grinding/paving work or mastic application: Washington Avenue, portions of 5th Avenue, Nelson Avenue, Lower Wyandotte and Oro Dam East.

FISCAL IMPACT

Up to $200,000 from the Local Fiscal Recovery funds.

RECOMMENDATION

Approve budget adjustment of $200,000 from Local Fiscal Recovery Fund to Public Works Maintenance Fund (5/7 vote required); and

Direct staff to utilize these funds to contract out road repair work – or - utilize staff and equipment rental to perform grinding/paving and mastic applications.

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL MEMBERS**

FROM: **KAYLA REASTER, ASSISTANT CITY CLERK**

RE: **SELECTION OF THE 2024 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT**

DATE: **APRIL 16, 2024**

SUMMARY

The Council will consider the selection of a recipient for the 2024 Samuel J. Norris Award for Excellence.

DISCUSSION

The Samuel J. Norris Award for Excellence Program was created in 2002 to recognize the outstanding efforts and commitments of a local individual or group of individuals that have improved the quality of life in the City of Oroville, provided positive leadership to the community, and have had significant achievements in their life that have inspired others to improve the community as well.

The City has received 5 nominations for 2024. The selected recipient of the 2024 Samuel J. Norris Award for Excellence will be presented with an award at the State of the City Address on April 30, 2024, at the Oroville State Theatre at 5:30 P.M.

FISCAL IMPACT

Award Plaque: $100.00
Council Budget – Special Department 1801-6430

RECOMMENDATION

Select a recipient for the 2024 Samuel J. Norris Award for Excellence, to be presented at the State of the City Address on April 30, 2024, at the Oroville State Theatre

ATTACHMENTS

A - Samuel J. Norris Award for Excellence Nomination(s)

2024
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: Carole Foley

Address: 540 Yolo Ave. Oroville 95965

Telephone Number: _____ **(Home)** 530-400-6576 **(Cell)**

Email: foleyfoley@sbcglobal.net

Name if Individual(s) or Organizations Nominating Individual:

Companion Animal Welfare Alliance / Neighborhood Cat Advocates

Contact Person: Sarah Downs

Address: 1360 E. 1st Ave. Chico 95926

Telephone Number: _____ **(Home)** 530-518-8679 **(Cell)**

Email: sarah@cawachico.org

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

*****(If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) *****

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Friday, April 12, 2024.

SAMUEL J. NORRIS AWARD FOR EXCELLENCE
2024 NOMINATION ANNOUNCEMENT

Purpose:

The Samuel J. Norris Award for Excellence is to recognize the outstanding efforts and commitment of an individual or individuals in improving (or has improved) the quality of life in the City of Oroville. Areas of importance are:

- IMPROVING THE QUALITY OF LIFE IN THE CITY OF OROVILLE
- CONTRIBUTING SIGNIFICANT COMMUNITY SERVICE IN THE CITY OF OROVILLE
- PROVIDING POSITIVE LEADERSHIP TO THE COMMUNITY
- SIGNIFICANT ACHIEVEMENT(S) IN THEIR LIFE THAT INSPIRED OTHERS TO IMPROVE THE COMMUNITY

Criteria:

The criteria for the selection will be based on the nominee's lifetime achievements in improving the quality of life in the City of Oroville. The City Council's decision will be final.

Eligibility:

Any member of the community in the City of Oroville or Greater Oroville area may be nominated.

Selection Process:

Nominations will be available and accepted now through April 12, 2024 at 12:00 pm. Applications will be reviewed and considered by the City Council. The award will be presented at the State of the City address. If applicable, letters of recommendation from individuals/organizations should be included with the nomination applications.

Award:

An ongoing award will be displayed at City Hall and individual awards will be presented to the recipient. One or more awards may be approved by the City Council.

Applications are available from the City Clerk's Office at City Hall, 1735 Montgomery Street, Oroville, California, 95965. Telephone (530) 538-2535.

ALL NOMINATION APPLICATIONS MUST BE RECEIVED BY THE CITY CLERK'S OFFICE NO LATER THAN 12:00 P.M. ON FRIDAY, APRIL 12, 2024.

Name of Nominee for Award: Carole Foley

To Whom it May Concern:

On behalf of Companion Animal Welfare Alliance and Neighborhood Cat Advocates in Chico, CA, we would like to formally and proudly nominate Carole Foley of Oroville, CA for the *Samuel J. Norris Award for Excellence*.

Carole has been a volunteer trapper for us for the last three years. Since then, she has been responsible for the spaying and neutering of well over 2,500 stray and feral cats. This may not seem like a remarkable achievement at first glance. We can quantify this by breaking it down in numbers.

For example, a single unaltered female cat can have three litters per year, with an average of 4-6 kittens per litter. That's 12-18 kittens born from one single cat each year. If each one of her offspring produces the same number of kittens each year, and *those* offspring produce the same number of kittens each year, and so on, in that one female adults' lifetime she can be responsible for producing around **400,000** kittens.

Carole's spaying and neutering of over 2,500 adult cats (assuming half of them are female) has resulted in the prevention of over **500,000,000** kittens from being born. That means local rescue groups are that much less overwhelmed, there are less calls to animal control, and there are less animals suffering outdoors. We think this is an achievement that should not be ignored!

We call Carole 'our Oroville angel' because she is truly that; she takes on all of the calls we receive for help in Oroville, and then some. Her name and phone number are posted at the PAWS of Oroville clinic because they know (and we know) she is reliable, hard-working, and she never says no. Carole goes above and beyond for the cats and kittens that call Oroville their home, and we are so proud to work with her on what others would call an impossible calling.

Please consider our nomination for 'our Oroville angel', Carole Foley.

Thank you,

Sarah Downs
President,
Companion Animal Welfare Alliance

2024
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: Lake Oroville Area Garden Club

Address: P.O. Box 224

Telephone Number: _____ **(Home)** (530) 218-4527 **(Cell)**

Email: _____

Name if Individual(s) or Organizations Nominating Individual:

Club President: Gay Lynne Trumm

Contact Person: same as above

Address: 303 Mira Loma Dr Oroville

Telephone Number: (530) 218-4527 **(Home)** _____ **(Cell)**

Email: mrstrumm@yahoo.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

*****(If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) *****

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Friday, April 12, 2024.

Nominee: Lake Oroville Area Garden Club PO Box 224 CA 95965

The Lake Oroville Area Garden Club was organized in Oroville in 1976 as a group of neighbors in Kelly Ridge who had a passion for raising beautiful plants and edible plants to benefit their families, their homes, and their community.

The gardening group grew and soon they joined The California Garden Club Inc, Buttes District, National Garden Club and Pacific Region Garden Club. The meetings for the garden club are held 2nd Thursday of each month at the Trinity Presbyterian Church in Oroville. Our agenda includes plans for community projects and educational speakers on all subjects pertaining to community service, horticulture learning and leadership in our town The garden club adopted their official objective, which is the one that is still true today.

LOAGC OBJECTIVE:

To educate its members in home gardening and floral design. To promote horticultural activities and ecology. To practice and support conservation and to beautify our community. To educate our youth about gardening, for now and for the future.

As you will see from the endorsements enclosed, the garden club is continuing to fulfill the objectives in the Oroville community. By taking part in community events, beautification projects, Butte County Atrium, Historic downtown planters, Scholarships for Butte College horticulture students, a school "sustainable" garden and weekly horticulture classes at Hearthstone Charter K-12. Also, the LOAGC installation of a Blue Star Memorial at the Veterans Hall to honor our Veterans and as an enhancement to the Veterans Park and Honor Wall.

Thank you for your consideration of the Lake Oroville Area Garden Club for this Samuel J. Norris Award for Excellence. Our garden club members love the town of Oroville and would be honored to receive this award.

Any questions, please contact Gay Lynne Trumm at mrstrumm@yahoo.com or call (530) 218-4527.

Hearthstone School
2280 6th Street
Oroville CA 95965
(530) 532-5848
www.HearthstoneSchool.net

April 9, 2024

To the Oroville City Council:

The Samuel J Norris Award for excellence is a wonderful way to recognize and value the contributions of local individuals or organizations that improve the community that we call home. The daily quality of life for people living in Oroville and the surrounding communities has truly been enhanced and improved by the diligent efforts of Gay Lynne Trumm and the Lake Oroville Area Garden Club. I recommend this group for an award.

Hearthstone School is a public charter school that serves students grades K-12. We have partnered with the Lake Oroville Area Garden Club for twelve years and continue to benefit from their support and service. Our Hearthstone Garden Club for Middle School and the weekly classroom educational experiences for the K-5 grades spotlight horticulture and the wonder of growing plants for young hands and hearts. The children have learned to appreciate having a dynamic garden at school and a fruit orchard that is home to twenty fruit trees of all varieties.

The Oroville Garden Club has provided leadership in this community that is positive and uplifting, with an emphasis on beautifying the environment and cultivating green spaces in the heart of the downtown area.They also volunteer at the County Atrium indoor garden, tend the Montgomery Street planters downtown and gave Veterans Hall the Blue Star Memorial. They give Butte College students horticulture scholarships as well.

We are grateful for the many benefits and proud of the accomplishments and community service that the Lake Oroville Area Garden Club have consistently contributed to the Oroville Community. They are truly superstars.

Most Sincerely,

Kelly Haight
Principal
Hearthstone School

BUTTE COUNTY DISTRICT ATTORNEY

MICHAEL L. RAMSEY
District Attorney

MARK MURPHY
Chief Deputy District Attorney

JASON WINES
Chief Investigator

April 10, 2024

Oroville City Council
1735 Montgomery Street
Oroville, California, 95965

RE: **SAMUEL J. NORRIS AWARD FOR EXCELLENCE**
LAKE OROVILLE AREA GARDEN CLUB

Gentlepersons:

It is my honor and pleasure to nominate the Lake Oroville Area Garden Club for this year's Samuel J. Norris Award for Excellence in recognition of the club's long time and outstanding efforts in improving the quality of life for Oroville citizens.

The club has been instrumental in beautifying a number of locations in the city (example: the Oroville Veteran's Memorial Hall Blue Star Garden) as well as educating local students on the beauty and uplifting nature of local plants and gardens.

The club has done an extraordinary job of improving and maintaining the atrium area of the Butte County Administration Center, greatly enhancing Oroville's role as the county seat. Out of county visitors have constantly remarked how gorgeous the atrium is.

The club has made the atrium into a place of great beauty and tranquility, where Oroville citizens are fortunate to pay their property taxes as well as do other important government business.

The club's leadership in improving the quality of life in Oroville and educating its youth to make Oroville an even more outstanding community inspires others to redouble their own efforts to contribute to our town's natural beauty.

Very truly yours,

Michael L. Ramsey
District Attorney

25 County Center Drive • Suite 245 • Oroville, California 95965-3370
Tel: (530) 552-5500 • Fax: (530) 538-7071 • www.buttecounty.net/da

OROVILLE DOWNTOWN
BUSINESS ASSOCIATION

April 11, 2024

Lake Oroville Area Garden Club
Gay Lynne Trumm (President)
PO Box 224
Oroville, CA 95965

Re: Samuel J. Norris Award

Dear Lake Oroville Area Garden Club,

You're greatly appreciated for your love and support of this beautiful and historic district of Downtown Oroville. On behalf of the ODBA Board of Directors, and our community, I thank you for your fine work these last seven years.

Your club's green thumb touch on our Montgomery Street planters has really brought beauty and color to our historic business area. Club members are always planting something new and watering, even in those hot summer months. We can see your love for our town and appreciate how you improve and invite our community and visitors to spend time shopping locally.

Thank you again for caring for our planters and showing off your horticulture talents to help Downtown Oroville to be inviting, beautiful, and enjoyable. Garden Club is really making a difference. Your role in community service is very apparent, and we commend you for having the Blue Star memorial installed on Montgomery Street at the Veterans Hall, which draws our community and Veterans from all over.

I'm speaking for the downtown business community and we are grateful for your club leadership and all you've done. I'd like to recommend your garden club for the Samuel J. Norris Award for excellence.

With Gratitude,

Robin Zanon, Vice President

Oroville Downtown Business Association
P.O. Box 2458
Oroville, CA 95965

BUTTE COLLEGE
FOUNDATION

April 11, 2024

Lake Oroville Area Garden Club
Mrs. Gay Lynne Trumm
PO Box 224
Oroville, CA 95965

Dear Lake Oroville Area Garden Club,

The Butte College Foundation would like to thank the Lake Oroville Area Garden Club for their support of Butte College students seeking a career in horticulture or plant science. Since 2017, the Lake Oroville Area Garden Club has graciously donated over $7,000 in scholarships to deserving students. Your donation and continued support are greatly appreciated and will assist our students toward reaching their educational goals.

Please contact our office at (530) 895-2359, email us at foundation@butte.edu, or visit our website at www.butte.edu/foundation should you have any questions or wish to partner with Butte College Foundation in other ways.

Sincerely,

Tristan Bosch
Program Administrator, Foundation
boschtr@butte.edu
(530) 895-2359

BLUE STAR
MEMORIAL
A tribute to the Armed Forces
who have defended the
United States of America
SPONSORED BY
Lake Oroville Area Garden Club

BLUE
STAR
MEMORIAL
A tribute to the Armed Forces
who paid the ultimate price
during World War II
Lake Oswego Vale Garden Club

2024
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: Annie Terry

Address: 2150 Bird St

Telephone Number: _____ **(Home)** 530-624-8033 **(Cell)**

Email: annie@orovilleresourcecenter.org

Name if Individual(s) or Organizations Nominating Individual:

Maria Webber / Oroville Resource Center and Rescue Mission

Contact Person: Maria Webber

Address: 1240 Bird St Oroville 95965

Telephone Number: _____ **(Home)** 530 693-8575 **(Cell)**

Email: maria@orovilleresourcecenter.org

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

*****(If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) *****

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Friday, April 12, 2024.

Oroville Resource Center
& Rescue Mission

4/11/2024

My name is Maria Webber. I work at the Oroville Resource Center. I have the privilege of learning and working with Ms. Annie Terry. I watch as she quietly makes huge changes in so many lives, but without wanting or needing praise. Just her belief in God and doing all things with His love and compassion. She made the Rescue Mission her entire life. I watch as she treats all these folks as real, respected, and lovable humans. She knows everyone's name. She works tirelessly to get people off the streets of Oroville and into something with dignity. On time off, she takes the programmers from the drug and alcohol program to functions or programs. If there is something she can learn from, she is there. She is involved in so much to better this community. She doesn't boast about what she is doing and a lot of times you don't know she's taking a homeless person a meal or someone to get a haircut.

Thank you so much for this consideration!

Cordially,

Maria Webber

2024
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: James "Jim" Edwards

Address: 150 Canyon Highlands

Telephone Number: 530-370-7656 **(Home)** 530-693-4416 **(Cell)**

Email: irlee2@yahoo.com

Name if Individual(s) or Organizations Nominating Individual:

Rebecca Belser, Juli Edwards

Contact Person: Rebecca & Juli

Address: 14 Rockridge Road

Telephone Number: 530-370-7656 **(Home)** 530-693-4416 **(Cell)**

Email: irlee2@yahoo.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

*****(If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) *****

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Friday, April 12, 2024.

SAMUEL J. NORRIS AWARD FOR EXCELLENCE 2024 NOMINATION ANNOUNCEMENT

Purpose:

The Samuel J. Norris Award for Excellence is to recognize the outstanding efforts and commitment of an individual or individuals in improving (or has improved) the quality of life in the City of Oroville. Areas of importance are:

- IMPROVING THE QUALITY OF LIFE IN THE CITY OF OROVILLE
- CONTRIBUTING SIGNIFICANT COMMUNITY SERVICE IN THE CITY OF OROVILLE
- PROVIDING POSITIVE LEADERSHIP TO THE COMMUNITY
- SIGNIFICANT ACHIEVEMENT(S) IN THEIR LIFE THAT INSPIRED OTHERS TO IMPROVE THE COMMUNITY

Criteria:

The criteria for the selection will be based on the nominee's lifetime achievements in improving the quality of life in the City of Oroville. The City Council's decision will be final.

Eligibility:

Any member of the community in the City of Oroville or Greater Oroville area may be nominated.

Selection Process:

Nominations will be available and accepted now through April 12, 2024 at 12:00 pm. Applications will be reviewed and considered by the City Council. The award will be presented at the State of the City address. If applicable, letters of recommendation from individuals/organizations should be included with the nomination applications.

Award:

An ongoing award will be displayed at City Hall and individual awards will be presented to the recipient. One or more awards may be approved by the City Council.

Applications are available from the City Clerk's Office at City Hall, 1735 Montgomery Street, Oroville, California, 95965. Telephone (530) 538-2535.

ALL NOMINATION APPLICATIONS MUST BE RECEIVED BY THE CITY CLERK'S OFFICE NO LATER THAN 12:00 P.M. ON FRIDAY, APRIL 12, 2024.

Nomination of James Lee Edwards
for 2024 Sam J Norris Award for Excellence

It is an honor and privilege to nominate our father, Jim Edwards, for the SAMUEL J. NORRIS AWARD FOR EXCELLENCE. Our father is a "lifer" of Oroville; born in 1942, in a hospital located just off Bird Street. This quaint building, though no longer standing, is etched in our hearts as having produced a native of Oroville who is the epitome of an altruistic human. The hometown pride that he has always professed, demonstrated, and conveyed is truly immeasurable.

He attended Oroville Union High School, graduating in 1961 where he learned you "fight to the finish, never once give in… fight fight fight!" He jokes that he bleeds purple and was sure his children and two granddaughters followed in his footsteps, representing the Tiger Pride. We never forgot that spirit.

Our father can be credited with many community development efforts over his last eighty years on this earth. He physically worked on the construction of the largest earthen dam in the United States, helping to build Oroville Dam and has always been honored to have contributed to such a modern miracle. In later years, while serving on a water district board, he was privy to the underground hydroelectric plant. His knowledge of its inner workings and technical abilities never ceased to amaze us.

He began working for Pacific Gas and Electric Company in 1974 where he would ultimately retire from 32 years later. During that time, he became known lovingly as "kilowatt" and his dedication to the customers always exceeded hours logged in the books. Years after he retired, he would still receive calls from customers out of power on his home phone asking for help. Even retired, he never let those customers who relied on him so long down.

Our father has always given back to the community he believes formed him into the awesome human he is. He sat on the OWID/South Feather Water District board for over fifteen years. Additionally, he was a committee member of the Cemetery District board even longer. He has always been committed to keeping Oroville beautiful and a place we can all be proud to call our home.

Socially, he was the President of the Eagles, organized Bingo at our local church for nearly a decade, and served on the Knights of Columbus that frequently provided community service hours and projects. He is an amazing bowler, and frequented Central Lanes and ultimately the Casino Bowling alley, playing on leagues for the better part of 40 years. He knew the town and the town knew him.

I mention all of these accomplishments and activities to capture how our father is the 'essence' of Oroville. He has dedicated his time; his blood, sweat and tears; and his dollars to maintain, preserve, and enhance the quality of life for our small town. For full transparency, our father has been afflicted with Dementia and therefore many of his memories are fleeting at this point. He cannot remember our names; however, take him for a ride and he can direct you to many landmarks in this town and certainly where to best find the deer. We can feel the connectedness he still feels for our community, and that gives us great peace. There are some things we refuse to allow this disease to take from us. 1. The awesome human we are privileged to call our dad and 2. The wonderful town that shaped him into that awesome human.

When making final arrangements years ago, the only thing that mattered to him was that the "O" can be within view of his final resting place. He **IS** Oroville through and through. He was recognized and featured in the 2005 magazine entitled "Our Town". In it, his closing remarks say, "I've always said where I was born and where I will die will be within a mile of each other." James Lee Edwards embodies the true spirit of Oroville and the City is better because he is in it. He perfectly demonstrates love, admiration, pride, and appreciation for this town. It is our honor to have been raised by such a dedicated, selfless, hard worker and kind human that my father is. He taught us so much and we still have so much to learn from him. We humbly ask that you consider our father for this recognition that he so rightly deserves.

2024
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: CARL DURLING

Address: 15 WILD FLOWER TERRACE 95965

Telephone Number: 530-370-3811 (~~Home~~) _____ (Cell)

Email: dad.d@durling.net

Name if Individual(s) or Organizations Nominating Individual:

NATALIE SHEARD, PLANNING COMMISSIONER

Contact Person: WES ERVIN

Address: 1735 MONTGOMERY ST.

Telephone Number: 916-216-9141 (~~Home~~) _____ (Cell)

Email: wervin@cityoforoville.org

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

***(If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) ***

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Friday, April 12, 2024.

CARL DURLING

Carl L. Durling, born in 1939, grew up in California's Central Valley, and as a professional planner he worked for decades on large scale urban projects for major Sacramento area developers. He has also served as a city planner for the City of Sacramento, Yolo County, and the City of Chico.

Carl has been a dedicated contributor to Oroville's development since his move here around 1980.

Carl's first 4-year appointment to the Oroville Planning Commission was in 2014. He is now serving his third consecutive term on the Commission, which he now chairs. During his tenure he has used his unique expertise to support Oroville's growth and prosperity, and has ensured that Oroville's development is well planned and of high quality. This includes helping update our General Plan in 2015 and our Housing Element in 2023, plus actively keeping the City's Municipal Code up to date.

Carl has been married to his lovely wife Brenda for many years, and has grown children and grandchildren.

Carl is one of those individuals who epitomizes the unsung hero -- who contributes his time and energy for years to the betterment of his community without any expectation of fanfare or public recognition.

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CARL L. DURLING

6225 Trajan Drive.
Orangevale, California 95662
(916) 721-5098

OBJECTIVE: Permanent management level position in the private sector with a development company or consulting firm.

ACCOMPLISHMENTS

- Created 1913, 1915 and Mello-Roos bond districts for financing urban growth.
- Created and implemented first Economic Development Program under Sacramento County Community Development Block Grant Administration.
- Managed City of Sacramento Current Planning Division, including environmental analyses.
- Developed and implemented land use policy for Planned Unit Development areas for the City of Sacramento.
- Managed environmental analyses for several projects.
- Managed the creation of a Specific Plan and zoning for 6,000 acre desert new community.
- Managed approval of a 3,000 acre urban bedroom community into an employment based community.
- Developed Land Evaluation Spread Sheet used in financial evaluation of land use policy and projects.

QUALIFICATIONS

- Excellent verbal and written communicative skills
- Works well with citizen groups and government agencies in developing local land use policy.
- Proficient in the use of IBM and Apple computers and computer systems, including a variety of software programs.
- Strong analytical skills including technical and statistical report preparation.
- Responsible for personnel management in both private and public sector organizations.
- Combines Private and Public Sector experience in economic and land use policy development.
- Is self motivated and works well in a team environment.
- Experienced in the formulation of Design Guidelines for major development projects.
- Versed in planning issues including traffic, flood plain, flora and fauna, and water usage.

EMPLOYMENT HISTORY

LAND USE CONSULTANT AND DEVELOPER
Community Land Development, Sacramento, Ca — 1984 - Present
Resolve land use policy issues; create medium to large scale urban plans
create public financing districts

LAND USE MANAGER
AKT Development, Sacramento, CA — 1980 to 1984
Successfully managed all land design, economic and policy issues from medium to community sized projects.

URBAN PLANNER
Planning Departments, Sacramento City, Yolo County & Chico City, CA — 1968 to 1980
Advanced to management level in urban land use design and policy development.

EDUCATION

Bachelor of Science Degree in Business Administration, California State University, Chico, CA
Master's degree in Public Administration, California State University, Chico, CA
Valid for Life California Community College Instructor Credential.

REFERENCES: Available upon request

OROVILLE CITY COUNCIL
STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: LIZ EHRENSTROM, HUMAN RESOURCE MANAGER
BRIAN RING, CITY ADMINISTRATOR

RE: CONSIDER AND ADOPT A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEE'S ASSOCIATION

DATE: APRIL 16, 2024

SUMMARY

The City Council will consider and adopt the new amended and restated Memorandum of Understanding between the City of Oroville and the Oroville City Employee's Association (OCEA).

DISCUSSION

City staff has been meeting with the Oroville City Employee's Association (OCEA) and OCEA's Teamsters Local 137 representatives to negotiate a successor Memorandum of Understanding. The Parties have come to an overall tentative agreement. Highlights of the agreement include the following:

Term: 3 years January 1, 2024 through December 31, 2026

Boot Allowance: Increase from $200 to $300

Salary:

- Compensation Study:
  - Revised Salary Tables based on Market Study
  - Employees that are above Market are Y-rated and receive a one-time payment of up to 3% payment in lieu of a COLA for 2024.
  - Employees that are still over-market in years 2025 & 2026 will not receive a COLA until they are no longer over-market. In lieu of COLA over-market employees are eligible for one-time payments until such time as they are no longer over-market.
  - Below market employees that receive less than 6%, market adjustment plus COLA, will be advanced one salary step. In no event will an employee be paid more than the maximum rate of the applicable salary table.

- Cost of Living Adjustments (COLA):
  - January 1, 2024 - 3% increase to salary table for positions not Y-Rated (effective January 1, 2024)
  - January 1, 2025 - 3% minimum, 5% maximum increase to salary table for positions not Y-Rates (based on consumer price index).
  - January 1, 2026 - 3% minimum, 5% maximum increase to salary table for positions not Y-Rated (based on consumer price index).

Incentive Pay: for CDL and Bilingual pay increase to $1,000 from $750 into FSA or 457 Plan.

Medical Premiums: Increase to employer share of premiums for dependent plans for employees hired before October 1, 2016

- EE + 1 Gold PPO to $1240.40/month, HDHP to $1158.92/month, Silver to $1399.74/month
- EE + Family Gold PPO to $1510.50/month, HDHP to $1403.10/month, Silver to $1766.84/month

Increase to employer share of premiums for dependent plans for employees hired on or after October 1, 2016:

EE + 1 Silver to $1399.74/month
EE + Family Silver to $1766.84/month

Holidays: Added 1 Holiday - Juneteenth (June 19)

Bereavement Leave: Modified to conform to current State Law (AB 1949)

Discipline and Arbitration: Changes intended to streamline and clarify discipline and appeals process, align pre-disciplinary due process more closely with legal requirements.

FISCAL IMPACT

Approximate cost of $179,103 and included in this fiscal year's budget.

RECOMMENDATIONS

1. Adopt Resolution No. 9245 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEE'S ASSOCIATION

ATTACHMENTS
Resolution;
Strike through version of Successor Memorandum of Understanding with OCEA; and
Clean version of Successor Memorandum of Understanding with OCEA.

~~AMENDED AND RESTATED~~

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF OROVILLE

And the

OROVILLE CITY EMPLOYEES' ASSOCIATION (OCEA)

For the period between

JANUARY ~~7~~1, ~~2020~~ 2024 THROUGH ~~JANUARY~~ DECEMBER 31~~6~~, ~~2023~~2026

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. ~~8829~~ [redacted] adopted at its Regular Meeting of ~~January 7, 2020~~ [redacted].

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Section 1. RECOGNITION OF OROVILLE CITY EMPLOYEES' ASSOCIATION (OCEA)

The City formally recognizes the OCEA as the majority representative for all City employee CLASSIFICATIONS set forth in Exhibit "A" excluding confidential employees.

Section 2. SCOPE OF REPRESENTATION

The scope of representation of the meeting and conferring shall include those matters as set forth in the California Government Code Section 3504 et seq.

Section 3. MAINTENANCE OF BENEFITS

It is understood and agreed that there exists within the City, certain personnel rules, and regulations, policies, and benefits regarding members covered by this Memorandum. In the event of proposed changes to City Personnel Rules and Regulations, the OCEA shall be advised, for the purpose of enabling the City and the OCEA to meet and consult as soon as possible with respect to any proposed changes. The City shall not have the right to change City Personnel Rules and Regulations which contravene specific provisions of this Memorandum without prior meeting and conferring with the OCEA.

Section 4. MEETING RELEASE TIME

The City agrees to allow each OCEA member a total of four (4) hours of release time per calendar year to attend quarterly OCEA meetings. The above release time can only be used in one (1) hour blocks. Use of the release time must have the prior approval of the member's department head well in advance of the meeting. If, in the sole discretion of the member's department head that the use of the release time will disrupt City operations, release time will be denied. Such release time can only be used for attendance at the quarterly meetings and shall not rollover into the next calendar year if not used.

Section 5. CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this memorandum, except as expressly limited by a specific provision of this memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City as enumerated herein, include, but are not limited to the following subject to the requirements of this memorandum and/or any provision of law whether it be statutory or judicial: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of members needed; to hire, transfer, promote and maintain the discipline and efficiency of its members, to establish work standards, schedules of operation and reasonable work loads; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

Section 6. LAYOFF POLICY

6.1 Purpose

6.1.1 The City may initiate a layoff due to lack of work, lack of funds, or change in the organization.

6.2 City of Oroville – OCEA Cooperative Efforts

6.2.1 When the City determines that layoffs are imminent, it shall provide written notification to OCEA. Further, in the spirit of cooperation, the City or the OCEA may request a meeting to jointly discuss alternatives to layoff, including, but not limited to, attrition or a reduction in work hours. Every effort shall be made to fill vacant position(s) that are determined to be a necessity in the City with qualified laid-off employee(s).

6.2.2 Notwithstanding the effort to work cooperatively, the City has the exclusive right to determine the methods, means, numbers and kinds of personnel by which services are to be provided. The City's decision to make a reduction in force and/or layoff an employee(s) is not subject to the duty to meet and confer. However, the parties will meet and confer regarding the impact of those determinations.

6.3 Definitions

For the purposes of this section:

6.3.1 Layoff - separation of employee(s) from the active work force due to lack of work, lack of funds or change in the organization.

6.3.2 Temporary Employee - an at-will non-benefited employee who is hired on a temporary basis and works less than 1,000 hours in a fiscal year.

6.3.3 Probationary Employee - any employee tentatively appointed to a position prior to becoming a permanent employee.

6.3.4 Fulltime Permanent Employee - benefited employees who successfully complete their probationary period and who regularly work a minimum of 32 or more hours per week.

6.3.5 Part-time Permanent Employee – benefited employees who successfully complete their probationary period and who regularly work less than 32 hours per week.

6.3.6 Displacement Rights (Bumping) - a permanent employee who has more seniority may remove another employee in a lower classification and take their place.

6.3.7 Seniority – The length of service of consecutive time served from an employee's date of hire with the City. Service seniority for unpaid military leave will be considered in the manner prescribed by State and Federal law. Continuous employment includes paid leaves of absences.

If a City temporary employee is subsequently appointed to a fulltime position with the City, the employee's seniority shall be calculated from the date of temporary appointment, as long as

there has been no break in continuity of service. This does not include Temp Agency employment with the City (i.e., Express Personnel, etc.).

In a case where two (2) or more employees in the same class in the same department have the same seniority date, the date of their employment application to the City of Oroville will determine seniority (See Oroville Personnel Rule 7. Seniority).

6.3.8 Lateral Displacement – An employee who has more seniority may remove another employee from within their same classification pursuant to 6.5.3.

6.3.9 Classification - a specific job title.

6.4 Order of Layoff & Procedure

6.4.1 Whenever it is determined that a layoff must occur within a job classification, the order of layoff shall be:

1. temporary employee
2. probationary employee
3. part-time and fulltime permanent employee

6.4.2 In each type of employment, the employee(s) with the least overall city seniority in the affected job classification(s) shall be laid-off first.

6.4.3 In the event that two (2) or more employees in a job classification within a Department have the same seniority, then the employee with the least seniority with the City shall be laid-off. If there is no distinction between seniority of two (2) or more employees, the order of layoff will be determined by the date on their application for employment with the City.

6.5 Displacement Rights

6.5.1 An employee may displace any other employee in a lower classification within their Department~~,~~ if they have more seniority and can meet the minimum qualifications. An employee may also displace another employee in any position in any Department that they held previously. This does not include working in an out-of-class position.
OCEA employees may only displace an employee within the OCEA bargaining unit.

Only Administrative Assistants and Staff Assistants may displace laterally into another Department if they have accrued seniority. However, an employee who elects to displace laterally into another Department shall serve a three (3) month probationary period in the new Department. Monthly evaluations will be given to the employee. If two (2) of the three (3) month evaluations are unsatisfactory, the probationary period may be extended an additional three (3) months. If the employee does not pass their probationary period, the employee will be laid-off in accordance with this MOU.

6.5.2 Employees who are designated for layoff or displacement may elect, in lieu of layoff or displacement one of the following:

1. Displace laterally within the same classification (See 6.3.8).
2. Displace into a lower classification (See 6.3.6).

An employee who chooses to exercise their displacement rights must accept the salary, hours and working conditions of their new position. An employee will be allowed only one (1) displacement per layoff occurrence.

6.5.3. For the purposes of displacement, departments and positions are defined as follows:

Administration Department Assistant City Clerk Recycling Coordinator Custodian	Business Assistance and Housing Department ~~Housing Develop./Building Maint. Supervisor~~ ~~Code and Construction Compliance Specialist~~ Admin/Program Analyst II Program Analyst I
Finance Department ~~Accountant~~ Accounting Technician I Accounting Technician II Accounting Technician III Accounting Analyst	Human Resource Department Human Resource Analyst Human Resource Technician
Community Development Dept. Associate Civil Engineer Assistant Civil Engineer Assistant Planner Associate Planner Building Inspector Construction Inspector Counter Technician I Counter Technician II Counter Technician III GIS Specialist~~/ Eng. Tech~~ ~~Office Coordinator~~	Public Works and Parks & Trees Department ~~Cement Finisher~~ Cultural Facilities ~~Coordinator~~Curator Building Maintenance Technician II Parks Maintenance Technician III Parks Maintenance Technician II Parks Maintenance Technician I Lead Public Works Operator Public Works Operator III Public Works Operator II Public Works Operator I Lead Tree Worker
Clerical Staff Administrative Assistant Staff Assistant Sr. Administrative Assistant IT Department IT Analyst	Sewer Division Collection System Operator I Collection System Operator II Lead Collection System Operator Equipment Mechanic Lead Equipment Mechanic Signal Technician/Electrician Electrician Assistant
Code ~~Enforcemment~~Enforcement Department Code Enforcement Technician I Code Enforcement Technician II Code Enforcement Technician III	

6.5.4. An employee who exercises their displacement rights shall be paid in the new job classification at the same salary range step (i.e., Step D to Step D; Step F to Step F; etc.).

6.5.5 If an employee with permanent status chooses not to displace an employee in a lower job classification or laterally displace an employee, they shall be laid-off, and the City agrees not to challenge unemployment benefits.

6.5.6 An employee may request layoff in lieu of the opportunity to displace an employee by notifying the Personnel Department in writing within five (5) business days of the notice of layoff. If an employee requests layoff in lieu of displacement, they shall forfeit all recall rights except to a vacancy in the same classification from which the employee was laid-off. In this case, the employee shall be entitled to recall rights for a period of one (1) year from the effective date of the layoff.

6.5.7 An employee who is in a promotional probationary status and is affected by a layoff or is displaced by an employee exercising their displacement rights shall be allowed to return to their former job classification where they held permanent status, and the employee will be allowed to invoke any of their displacement rights. If the job classification in which the employee previously held permanent status no longer exists, the employee will be allowed to invoke any of their displacement rights. If the employee has no displacement rights to invoke, they will be laid-off without any right of recall.

6.5.8 A new City employee who has not completed their probationary status has no layoff rights.

6.5.9. Future salary step adjustment opportunities shall be made in accordance with the OCEA Memorandum of Understanding and/or the City's Personnel Rules. Time served in the job classification since the most recent step increase prior to when the layoff/displacement occurred, shall count toward the interval required for consideration of salary step advancement.

6.6 Seniority List

6.6.1 At least five (5) business days prior to written notices of layoff, the City shall provide a current seniority list to affected employee(s) and the Association's Labor Representative for the OCEA bargaining unit. The seniority list shall show the employee names, classification, seniority date, and the process for reporting discrepancies. The seniority list shall be deemed correct unless an employee or the OCEA notifies the Personnel Department to the contrary, in writing, within five (5) business days of the receipt of the seniority list.

6.7 Notification of Layoff

6.7.1 The City will provide a written Notice of Layoff to all affected employee(s) within ten (10) business days in advance of the effective date of layoff. The written Notice of Layoff will include a list of all positions in which the employee may invoke any of their displacement rights. The written Notice of Layoff will be hand-delivered to the employee and the employee will sign for receipt of the Notice. The Association's Labor Representative will receive a copy of all written Notice of Layoff at the same time the affected employee(s) are notified.

6.7.2 Any employee who is on a paid or unpaid leave or not in attendance at their worksite shall be affected by the layoff in accordance with the provisions of this Section. With such written Notice of Layoff, the employee shall be informed of their rights to which they are entitled and the procedure to be followed, including a list of all positions in which the employee may invoke any of their displacement rights. The Notice of Layoff shall be mailed to the employee via U.S. certified/return receipt mail to the last known address filed with the

Personnel Department. The Association's Labor Representative will receive a copy of all written Notices of Layoff at the same time the affected employee(s) are notified.

6.7.3 Laid-off/Displaced employees shall be paid accrued leaves in accordance with the OCEA Memorandum of Understanding, applicable City policies and rules, and applicable Laws.

6.8 Re-Employment Following Layoff/Displacement

6.8.1 Employee(s) shall be entitled to re-employment rights for a period of one (1) year from the effective date of layoff or displacement. To expedite re-employment, more than one (1) laid-off/displaced employee may be notified when an opening occurs. The laid-off/displaced employee(s) will be re-hired in inverse order of layoff. A laid-off/displaced employee shall be required to meet the qualifications of the classification to which they are recalled (i.e., license(s), certification(s), etc.).

6.8.2 When a vacancy occurs in a job classification, the laid-off or displaced employee(s) eligible to return to that job classification shall be recalled in the inverse order of layoff. Employees with permanent status who were laid-off or displaced are eligible to return to the job classification in which permanent status was held but shall have no recall rights to any job classification in which probationary status was held at the time of layoff or displacement.

6.8.3 Laid-off/Displaced Employees: The effective date of layoff shall be the employee's last day working at the City. When a vacancy exists, and employees are to be re-employed, notice of the opening(s) shall be sent via U.S. certified/return receipt mail, to the last known address on file in the Personnel Department. It shall be incumbent upon the laid-off employee to advise the Personnel Department, in writing, of any change in address. The laid-off employee shall have five (5) business days, following the notification from the City, to notify the City, in writing, of their intent to return to work.

6.8.4 An employee who exercises their re-employment rights shall be paid the salary range step they received immediately prior to layoff/displacement. Future salary step adjustment opportunities shall be made in accordance with the OCEA Memorandum of Understanding and/or the City's Personnel Rules. Time served in the job classification since the most recent step increase prior to when the layoff/displacement occurred, shall count toward the interval required for consideration of salary step advancement.

6.8.5 Laid-off/Displaced employees who accept re-employment will earn sick leave and vacation at the same accrual amounts the employee received prior to being laid-off/displaced, and any sick leave balances will be restored.

6.8.6 The laid-off employee shall have a reasonable period of time to return to work, not to exceed fifteen (15) business days. If the laid-off employee fails to respond to the notice of re-employment within five (5) business days or fails to report to work within the reasonable time period as set forth above, they will forfeit all re-employment rights.

6.8.7 A laid-off/displaced employee shall lose their re-employment rights due to: 1) resignation; 2) retirement; 3) failure to return to work when recalled by the City; or 4) when the City has not recalled an employee to work for a period of one (1) year.

Section 7. BOOT ALLOWANCE

A Boot allowance of up to ~~Two~~ Three Hundred ($~~200~~300.00) Dollars per year shall be paid on a ~~reimburnsement~~reimbursement basis with receipts.~~provided to all employees as a~~

~~requirement or necessity to perform their duties.~~ This ~~amount shall be paid in the month of October for the~~applies to the following classifications:

Public Works Operators I, II and III
Park Maintenance Technicians I, II and III
Lead Equipment Mechanic
Lead Public Works Operator
Lead Tree Worker
Collection System Operator I
Collection System Operator II
Lead Collection System Operator
Equipment Mechanic
Traffic Signal Tech/Electrician
Building Maintenance Technician II
Building Inspector
Construction Inspector
Code and Construction Compliance Specialist
Sr. Code Enforcement Specialist
Code Enforcement Specialist

Section 8. CALL-BACK PAY AND ON CALL PAY

8.1 Definition of Call-back: When an employee is not currently working their normal assigned work shift and is called back to work either prior to arriving or departing from the employee's worksite.

8.2 In the event of a call-back or return to duty, a member shall receive a minimum of two (2) hours of pay at the rate of one and one-half (1 ½) times the regular rate of pay. If the time worked exceeds two (2) hours, then the member shall receive pay for the time worked at one and one-half (1 ½) times the regular rate of pay, calculated to the nearest ten (10) minutes. OCEA members who are called back to work (as opposed to regularly scheduled overtime or continuation of a shift) shall not be required to take compensatory time off during the work week.

8.3 Time worked contiguous to and after a normally assigned work shift shall be treated as normal overtime.

8.4 The Department Head shall post a list for employees to ~~signup~~sign up on a voluntary basis for On-call Service. The list shall be posted no later than 72 hours before requested On-Call Service shift. On-Call Services shall be assigned based on skill and qualifications. In cases where more than one employee has the same skill and qualifications, employees with more seniority shall have the first opportunity to sign up for On-Call duty. In cases of an emergency or pending emergency, the Department Head may place one or more employees on On-Call status. On-Call pay shall be distributed equally among qualified employees that voluntarily sign up for On-Call Service duty.

On-Call duty requires the employee so assigned to (1) be ready to respond immediately to calls, (2) be reachable by the City issued communication device, (3) be able to be at their workstation ready to begin addressing the On-Call issue within one half (1/2) hour.

Employees shall be compensated with on-call pay of $2.00 per hour (16 hours at $2.00 per hour) and $48/day for Saturday, Sunday and Holidays. However, once the employee is contacted by dispatch or the Department Head, their pay rate will be at 1 and ½ their normal

hourly salary for a minimum of two hours in lieu of On-Call pay. Once the event is over, at the start of the next hour the employee shall return to the hourly On-Call pay rate.

Section 9. BLOOD BANK DONATION TIME

A member wishing to donate blood to the City Blood Bank Fund shall be released from work for the final hour of the workday for such purpose. The verification of such donation shall be returned to the department head for inclusion with the bi-weekly attendance report in order for the member to receive credit for time worked.

Section 10. SHIFT DIFFERENTIAL

10.1 Employees who are required to work a majority of their shift between the hours of 5:00 p.m. and 7:00 a.m. shall be compensated an additional 5% for all hours worked during that shift.

10.2 Employees who are required to work on weekends (Saturday and Sunday) shall receive an additional 5% for all hours worked on those days.

Section 11. COMPENSATION, OVERTIME AND DEFERRED COMPENSATION

11.1 Salary ranges for represented classifications shall be as specified on Exhibit B. Employees shall be placed on the new salary table at the step closest to their current salary, but not less. (first step).

Both parties agree that the City shall have the right to reinstitute the Tier two Salary Schedule as exhibit C and include the same top step and bottom step as Exhibit B but with additional steps with 2.5% between each step. Tier two would be for new hires after date of implementation only. Tier two may only be reinstituted in an effort to mitigate layoffs during layoff impact meet and confer, if layoffs become necessary. Salary Increases during the term of MOU:

11.2 Compensation Study:

Negotiated equity increases to be Implemented over multiple years, (See exhibit B).

Y-Rated Employees

Y-rated employees to receive one-time distribution of up to 3% in lieu of COLA each year of MOU as follows:

Example 1 – Employee is 2 % over market – Employee to receive 1% COLA and 2% one-time distribution.

Example 2 – Employee is 5% over market – Year 1 the employee to receive 3% one-time distribution and 2% over Y-rate status will carry over to the next year. Year 2 the employee will receive a 2% one-time distribution and the negotiated Year 2 COLA reduced by 2%. Year 3 employee is no longer Y-rated and will be eligible for the negotiated Year 3 COLA.

11.3 Cost-Of-Living Adjustments (COLA):

- Effective January 1, 2024, the City shall implement a 3% salary increase to the salary table, (Step 2).

- Effective January 1, 2025, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%.

- Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%.

- Cost-of-Living Adjustments (COLA) for calendar years 2025 & 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

- Employees that receive less than 6%, Comp Study placement plus 3% COLA, shall be advanced one salary step. (Step 3)

~~Effective October 2, 2018, Tier 1 and Tier 2 salary schedules will be implemented and are attached as Exhibit A. Employees hired before October 2, 2018 will be Tier 1 employees, with no change to the existing salary schedule and employees hired on or after October 2, 2018 will be Tier 2 employees. Tier 1 salary schedule will remain at 5% in between each step, A-H and Tier 2 salary schedule shall be 2.5% in between each step, A - O.~~

~~11.2 Steps under the Tier 1 salary schedule shall be 6 months between Step A and B, 1 year in between B-E, 2 years in between Step E-F and F-G and 1 year to Step H. However, each department head has the discretion to accelerate time between Steps E-F and F-G to one (1) year for outstanding performance and upon written recommendation to, and approval by, the Personnel Officer.~~

~~Steps under the Tier 2 salary schedule will be 6 months between Step A and B and then 1 year in between B-O.~~

~~11.3 Additional Compensation~~

~~Upon ratification of this MOU, employees shall receive a 3% salary increase.~~

~~Effective July 1, 2020, employees shall receive a 3% salary increase.~~
~~Effective July 1, 2021, employees shall receive a 3% salary increase.~~
~~Effective July 1, 2022, employees shall receive a 3% salary increase.~~

11.4 Out of Class Pay

a. A member assigned to temporary duties of thirty (30) days or less in a higher job classification shall not receive the pay of the higher job classification.

b. A member who, within the fiscal year of July 1, through June 30, accrues more than thirty (30) days of temporary duties in a higher job classification, shall receive an additional five percent (5%), but not less than the bottom step, nor more than the top step of that higher job classification, commencing with the thirty-first (31st) day of such duties in a fiscal year. Such time shall not accrue from one fiscal year to the next.

c. If it is known at the time of assignment that the member will be assigned to duties in a higher job classification for thirty-one (31) days or more, the member shall immediately receive an additional five percent (5%) above the member's normal pay, but not less than the bottom step, nor more than the top step of the higher classification.

11.5 Overtime

Members required to work in excess of forty (40) hours per week shall receive one and one-half (1 ½) times their regular rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off duty for compensatory time off and Holidays shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided, however, that the member may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off duty with a maximum accumulation of 120 hours. A member's decision to elect CTO instead of overtime pay is irrevocable. CTO shall be cashed out on the first paycheck in March and December of each year, or with the approval of the City Administrator in the case of an emergency.

11.6 Altered Schedules

At the discretion of the City and agreement with the OCEA, altered schedules of 4/10 or 5/8 may be implemented. If schedules are altered, then the use for vacation, sick leave, holidays, and comp time will coincide with the new schedule. For example, if a member works a 4/10 schedule and a holiday falls within the 4 days, employee would be paid for 10 hours. If the holiday falls on the regularly day off, the employee would flex that holiday to another workday.

11.7 Deferred Compensation

Effective the first payroll period in July 1989, the City shall offer regular full-time OCEA members the opportunity to participate in a Section 457 Deferred Compensation Plan with National Deferred, without a City contribution. Effective the first payroll period in July 2001, the City shall offer regular full-time OCEA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

11.8 License and Certificates

If a certificate or a license is required for a position, the City will reimburse employees for the cost of the certificate or license. In addition, if there is a renewal charge, the City will reimburse that as well.

11.9 Incentive Pays

Incentive pays for CDL, bilingual and notary compensation to be deposited into FSA or 457. Disbursements shall be made on the first pay period in July of each year.

- CDL $1,000.00 per year
- Bilingual $1,000.00 per year
- Notary $750.00 per year

CDL training incentive shall be paid as 5% out of class compensation for hours spent conducting training.

~~The City will provide $750 annually, for the term of the MOU, (non PERSable funds) for each unit member to apply, at their discretion, to their 457 deferred compensation account or to their~~

~~flexible spending account. Disbursements shall be made on the first pay period in July of years 2020, 2021, 2022~~.

11.10 Flex Positions – The following OCEA classifications shall become flex positions. Meaning that once an employee meets all the education, certification, and qualification requirements for the next step in the classification series and if funding is available, they will automatically be promoted into the position and will be placed at Step A of the new salary range or at a step of the new range which is approximately five percent (5%) higher than the employees previous base salary (whichever is higher); but in no case shall the employee be compensated above the top step of the new salary range. The following classifications will be flex positions:

Park Maintenance Tech I → Park Maintenance Tech II
Public Works Operator I → Public Works Operator II
Staff Assistant → Administrative Assistant
Planning Assistant → Associate Planner
Accounting Technician I → Accounting Technician II
Collection System Operator I → Collection System Operator II

11.11 The City shall assume liability for notary duties performed by OCEA members in the scope of their City employment**.**

11.12 New Employee Orientation

This shall apply to new employees hired after the date of the Agreement who are appointed to a classification within this bargaining Unit for which the ~~Union~~Teamsters is recognized as the majority representative.

The City agrees to notify the ~~union~~Teamsters via email to the Labor Relations Representative, the time, date and location of the designated time to meet with the new employee(s) as soon as practically possible and/or will give 10 days' notice if the orientation meeting is known to be scheduled to take place 10 days in advance. The designee will receive up to 30 minutes release time, plus travel to and from the meeting, with the new employee.

The City will allow the Labor Relations Representative and/or his/her designee 30 minutes alone to meet with the new employee before or after the orientation meeting or another time that is mutually agreed upon.

The City agrees to provide, via electronic file, the following information for each new employee in the Unit:

Name, job title, department, work location, phone numbers for work, home and cell, if applicable, personal email and home address.

The City agrees to provide the ~~union~~Teamsters this same information for all bargaining unit employees on or about the 1st of each quarter (January, April, July and October).

Section 12. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

12.1 The City agrees to continue providing OCEA "Classic Members" with the 2% at 55 formula and employees shall pay the 7% employee contribution. This payment shall be deducted in

accordance with IRS code 414(h)(2), making all such payments pre-tax. In addition, "Classic Members" shall have their retirement benefit calculations based off their single highest year.

12.2 Effective January 1, 2013 and upon hire, all new members to the CalPERS Retirement System shall receive the 2% at 62 retirement formula and shall pay 50% of the normal benefit formula and contribution rate and shall have their retirement benefit calculations based off their three (3) highest years.

"New members" shall be defined as an individual who becomes a member of the California Public Employees Retirement System (CalPERS) for the first time or re-enroll on or after January 1, 2013, and who was not an active member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

All members that do not fit into the definition of new members will be considered "Classic Members" of CalPERS.

12.3 The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

Section 13. MEDICAL, DENTAL, LIFE, VISION, AND LONG-TERM DISABILITY INSURANCE

13.1 Medical Insurance

The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance.

The City agrees to contribute the following amounts towards employee and dependent medical insurance, effective May 19, 2015:

Tier 1

	Gold PPO	HDHP-10%	Silver PPO
EE Only	**100%**	**100%**	**100%**
EE + 1	**$~~906.40~~1,240.40**	**~~$879.92~~1,158.92**	**~~$853.46~~1,399.74**
EE + Family	**$~~1,075.50~~1,510.50**	**~~$1041.10~~1,403.10**	**$~~1,006.68~~1,766.84**

Tier 2

Health Insurance for represented employees hired by the City on or after October 2, 2018 - City contributions for Tier 2 employees shall be limited to the Silver PPO medical plan for employee, spouse and/or children at the contribution levels below. Employee only, can elect a different plan but will pay the difference. There shall be no city contribution towards spouse and/or children on any other plan than the Silver PPO.

	Gold PPO	HDHP-10%	Silver PPO
EE Only	**Silver PPO Premium Rate for EE Only**		**100%**
EE + 1	**$0**	**$0**	**$~~853.4~~1,399.74~~5~~**
EE + Family	**$0**	**$0**	**$~~1,006.68~~1,766.84**

If the current plans become unavailable within the above cost parameter, and a substitute plan or plans with comparable benefits and cost are not available, then the OCEA and the City may reopen this issue for negotiation during the term of this Memorandum, and the parties shall then meet and confer as soon as possible in order to mutually attempt to resolve the situation.

In addition to the above, the City shall pay for each member the cost of life, vision and long-term disability insurance.

13.2 Dental Insurance

In addition, the City contributes $66.40 per month towards dental insurance for the employee and their dependents.

13.3 Opt Out
Employees who opt out of the City's medical and dental plans shall receive $300.00 per month and will be paid in the bi-weekly payroll split between 26 pay periods.

13.~~4~~3 Long-Term Disability

Effective December 1, 1989 the City shall have the carrier of the Long-Term Disability Policy amend its waiting period to 90 calendar days.

13.~~5~~4 State Disability Insurance (S.D.I.)

Effective on or after April 1, 1991, and pursuant to an Employee State Disability Insurance (S.D.I.) election, OCEA members may participate in the S.D.I. Program.

a) Excluding Vacation from SDI required use of accrued leave.

Leaves of absence will require the full use of accrued sick leave, CTO and Safety Time before SDI may be taken. Vacation time will be excluded from required use.

13.~~6~~5 Health Insurance Review Committee:

The City agrees to participate in a Joint Health Insurance Review Committee for the purposes of reviewing current insurance health benefits and Enhanced Retirement Benefits. The Human Resource Analyst and up to two (2) representatives from each City employee bargaining group may attend the meetings on behalf of the City of Oroville. The purpose of the Committee is ongoing review of health, dental and vision plans and making recommendations to the City Council, City Administrator and the OCEA members regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. The Committee shall have access to such non-confidential information as necessary to carry out its purpose.

The Committee will also study PERS, PARS, or Longevity steps for the purposes of enhancing the retirement benefit.

13.~~7~~6 Approval of Future Plan Changes

a) When the City or OCEA members agree that future changes in the health and dental insurance plan benefits or structure are needed, they shall be approved by a majority of the employees of the City of Oroville who are covered by the plan and who vote on such changes.

b) The Health Insurance Review Committee established in Section 12.4 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the members pursuant to Subsection 12.5 (a). The proposed changes reviewed by the Committee may be initiated by the Committee, by City bargaining units, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered members. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, if the Committee declines to recommend the City proposal to be submitted to a vote of the covered members, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered members, in which case the results of the election shall be final.

Section 14. RECOGNITION FOR LENGTH OF SERVICE

In recognition for many years of continuous service as a City of Oroville employee, effective July 1, 2007, the City shall make an annual award to each qualifying employee in the amounts shown below:

Length of Continuous Service	Annual Award
15 years through 19 years	$150.00 per year
20 years through 24 years	$300.00 per year
25 years through 29 years	$500.00 per year
30 years or more	$600.00 per year

The City Council shall decide on the timing and manner for the award presentations.

Tier 2 employees hired on or after October 2, 2018, will not be eligible for Length of Service Awards.

Section 15. EDUCATIONAL INCENTIVE

15.1 Educational Incentive

All employees shall be eligible upon receipt of pertinent documentation for education incentive pay as follows:

B.A. or B.S. degree $250.00/Mo., unless a B.A. or B.S. degree is one of the qualifying characteristics of the job classification.

A.A. or AS. Degree $125.00/Mo., unless an A.A. or A.S. degree is one of the qualifying characteristics of the job classification.

Employees that obtain 60 units after 07/01/2011 shall be eligible to receive $125.00/mo.

Employees that obtained 60 or less units before 07/01/11 must obtain an A.A. or A.S. degree to be qualified for educational incentives.

15.2 Educational incentive will be paid in the bi-weekly payroll split between 26 pay periods.

Section 16. RANDOM DRUG AND ALCOHOL TESTING

OCEA members agree to the City of Oroville's Substance Abuse Policy and procedures for random drug/alcohol testing, administered by DATCO, as outlined in Exhibit "B". The City may utilize any or all of the following non-regulated testing options: Pre-Employment Drug/Alcohol, random drug/alcohol, reasonable suspicion drug/alcohol; follow-up drug/alcohol; Post-Accident drug/alcohol; return to duty drug/alcohol; and breath alcohol testing.

Section 17. VACATION POLICY

17.1 Every member who, on the most recent anniversary date of employment shall have been in the service of the City for a period of ~~one (1) year~~six (6) months or more shall be entitled to a vacation as follows:

Upon six (6) months of employment one (1) week of vacation will be placed in the employees vacation accrual bank. They employee shall then begin accruing vacation each par period based on the following:

1 through 4 years = 80 hours
5 through 11 years = 120 hours
12+ years = 8 hours for each additional year to a maximum of 160 hours

~~Two (2) weeks (ten (10) working days) with pay if the member shall have been in service of the City for a period of one (1) year but less than five (5) years prior to such anniversary date.~~

~~Three (3) weeks (fifteen (15) working days) with pay if the member shall have been in the service of the City for a period of five (5) years but less than twelve (12) years prior to such anniversary date.~~

~~Upon completion of twelve (12) years of service with the City, the member shall be entitled to one (1) additional day of vacation with pay, and on each anniversary date of service thereafter to a maximum vacation benefit with pay of four (4) weeks (twenty (20) working days).~~

17.2 Unused Vacation

Unused vacation benefits may be accumulated from prior anniversary years; provided, however, the member shall cease to earn benefits that exceed two (2) times the individual member's annual earned vacation. ~~Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive as herein provided.~~

A member who has properly attempted to schedule vacation to avoid forfeiture that may be imposed by the accrual ceiling may petition the department head and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The department head has the prerogative to assign the member time off for excess accrual.

17.3 For the purpose of this **Section 17, VACATION POLICY**, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the member actually commenced working for the City.

17.4 A member who on the most recent anniversary date has qualified for a vacation but whose employment is terminated prior to taking such vacation shall be entitled to pay in lieu thereof. The City shall not pay an amount in excess of the ceiling set forth in **Section 17, VACATION POLICY**, except as provided in Subsection 17.2.

~~17.5 A member who during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. A member whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation. Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12th the vacation the member would have earned had the anniversary year been fully worked.~~

17.5~~6~~ Conversion of Excess Vacation Carryover Hours to Sick Leave

Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance due to furloughs or denial of time off requests by their supervisor or department head, the excess number of vacation hours may be converted to sick leave hours and credited to the employee's sick leave accumulation balance at the end of the fiscal year. This shall be done at the employee's written request and with notification to the City Administrator or his/her designee.

Section 18. <u>HOLIDAYS – This section will remain the same unless all bargaining units agree to eliminate Lincoln's Birthday to receive New Year's Eve.</u>

18.1 The following holidays shall be observed by the City:

(1) New Year's Day
(2) Martin Luther King Day
(3) Lincoln's Birthday
(4) President's Day
(5) Memorial Day
(6) Juneteenth, June 19
(7~~6~~) Independence Day
(8~~7~~) Labor Day
(9~~8~~) Veteran's Day
(10~~9~~) Thanksgiving Day
(11~~10~~) The Day after Thanksgiving Day
(12~~11~~) Last Day before Christmas Day
(13~~12~~) Christmas Day

When a designated holiday falls on a Sunday, the following Monday will be observed as the paid holiday in lieu thereof. If the designated holiday falls on a Saturday, the preceding Friday will be observed as the paid holiday in lieu thereof.

18.2 Members shall be credited for each holiday by eight (8) hours of straight time pay.

Section 19. <u>SICK LEAVE</u>

19.1 Sick leave is a privilege which can only be allowed in case of actual sickness or injury by a member or an individual of their immediate family which compels a member to be absent from work. To qualify for sick leave, a member must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with personnel procedures established by the City.

19.2 A member may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is earned at the rate of one (1) workday for each month of service beginning the first of the calendar month following regular probationary employment.

19.3 A member returning to duty after an absence of more than ~~two~~ three (~~2~~3) consecutive work days without loss of salary on account of sickness or injury shall provide his/her immediate supervisor, for filing in the member's personnel file, a doctor's certificate ~~or personal affidavit~~ verifying the employee was ill or injured.

19.4 A member whose condition is deemed to be permanent and stationary for either on/off duty injuries may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the injury be job related and rehabilitation period fail and the member return to an industrial leave status, the initial trauma shall be considered in assessing the leave period. This section shall be implemented by an individual agreement between the City and the member and be signed off by the City's physician.

19.5 Sick leave shall not be granted to any member who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.

19.6 Members shall accumulate unused sick leave without limitation as to a maximum number of days.

19.7 Subject to the same requirements of advance notice and approval, a unit member may be granted a maximum of three (3) days leave of absence in any calendar year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member's accumulated sick leave. Personal necessity includes but is not limited to an accident involving the member's person or property; appearance in court as a litigant or witness under official order. This leave specifically does not include any recreational use or any use related to present or prospective employment.

19.8 As of October 2, 2018, and upon retirement, Tier 1 employees with 5 or more years of service shall be able to convert 100% of his/her accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave hours **or** members may convert accumulated unused sick leave for PERS service credit.

As of October 2, 2018, and upon retirement, Tier 1 employees with less than 5 years of service shall be able to convert up to a maximum of 240 hours of his/her accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave **or** members may convert accumulated unused sick leave for PERS service credit.

As of October 2, 2018, any member hired on or after this date shall be a Tier 2 employee and shall not be able to convert any of his/her accumulated unused sick leave to purchase medical insurance. However, members hired on or after this date shall be able to convert accumulated unused sick leave for PERS service credit.

19.9 A member shall not be required to use any sick leave for any medical and/or dental appointment(s) but may use accumulated vacation time or compensating time off in lieu thereof.

19.10 Notwithstanding anything to the contrary set forth above in this section, the City agrees to amend its contract with PERS to allow sick leave conversion for PERS Retirement Credit. The members have the option of selecting the provisions set forth above in this section or may convert their unused sick leave for service credit upon retirement.

19.11 ~~**Except as provided in Subsections 19.10 and 19.12,**~~ A member shall not receive any cash payment from the City for unused sick leave upon voluntary or involuntary termination from employment.

Section 20. PERSONAL TIME OFF

Effective 07/01/2011 and on each July first during the term of this contract, all represented employees shall be credited with 24 hours of Personal Time Off (PTO). OCEA member may take PTO to coincide with the holiday season, November 1st through January 1st or other requested time which is approved by their department head. Additionally, OCEA members may be required by their department head to take PTO to coincide with the holiday season. PTO days must be used within the fiscal year they are credited, or the time will be lost.

Section 21. BEREAVEMENT LEAVE

Employees who have completed thirty (30) days of service are entitled to receive up to five (5) days bereavement leave per occurrence, which shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected, and the date of return to City service. This Article shall be administered in a manner consistent with the requirements of AB 1949 (2021-22)~~Employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave which shall not be charged to the employee's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent of an immediate family member, as determined by the attending physician. An employee desiring such leave shall notify, in writing, the department head of the time of absence expected and the date of return to City service. Immediate family includes: spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.~~

Section 22. MATERNITY LEAVE

Maternity leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6 as currently in effect and/or amended.

Section 23. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State law. All members entitled to military leave shall give the City Administrator an opportunity within the limits of military regulations, to determine when such leave shall be taken.

Section 24. APPROVED LEAVE OF ABSENCE WITHOUT PAY

The City Administrator at his/her unrestricted discretion, may grant a regular or probationary member leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months, the leave of absence may be extended up to twelve (12) months by the City Administrator. Longer leaves of absence shall be approved by the City Council. No such leave shall be granted except upon written request and approval in writing. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the member shall be reinstated in the position held at the time leave was granted. Failure on the part of a member on leave to report promptly at its expiration shall be deemed to be a resignation and said member shall be notified of such resignation in writing.

If the approved leave of absence is for more than thirty (30) days, the member:

a) Shall not accrue seniority or employee benefits of any kind.
b) Shall be responsible for the full payment of the monthly cost of any premiums for health, life or long-term disability insurance plans if the member desires to retain the coverage afforded by such plans.

Section 25. JURY DUTY

A member who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of a member while being interviewed for or while serving on jury duty. Jury fees collected shall be turned over to the Finance Department to help defray member's costs while on jury duty.

Section 26. BULLETIN BOARDS

A reasonable amount of space shall be provided on the bulletin board in the member's lounge, upon which the OCEA may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to members and OCEA affairs.

Section 27. PAYROLL DEDUCTIONS

27.1 OCEA Dues

It is agreed that the City, during the terms of this Memorandum, shall deduct from each member's paycheck OCEA dues. The authorized OCEA dues amount will be remitted in one (1) check to the OCEA. The OCEA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this section.

Section 28. DISCIPLINE

28.1 Discipline

The City may discharge or suspend from employment any member who has completed the specified probationary period for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to:

A. Misstatement of facts during the hiring process;
B. Falsification of any entry on a City document (e.g., timecard, expense report);
C. Disclosure of confidential information;
D. Insubordination or willful disobedience;
E. Incompetence, inefficiency, or unsatisfactory job performance;
F. Discriminatory, discourteous or unbecoming behavior;
G. Theft, misuse, or unauthorized use or possession of City property;
H. Dishonesty;
I. Misconduct (e.g. any behavior that brings harm or discredit to the City;
J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business.
K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other convictions of or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
L. Excessive absence or tardiness;
M. Absence without approved leave;
N. Violation of City rule, policy, or procedure; (e.g. violence in the workplace policy, unlawful harassment, etc.)
O. Soliciting outside work from personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's city work performance; and engaging in unauthorized outside employment;
P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

In the event a member feels the discharge or suspension is not for cause, the OCEA shall have the right to appeal the case through the grievance procedure.

Probationary members may be discharged for any reason, which in the sole discretion of the City is just and sufficient and such discharge shall not be subject to appeal.

28.2 Preliminary Notice of Disciplinary Action

Whenever a disciplinary action is proposed to be taken against a member, the member shall be notified in writing. Such notification shall include but is not limited to:

a) A statement of the disciplinary action taken against the member.
b) A summary of the facts upon which the disciplinary action is based.
c) A statement advising the member that written notice of the disciplinary action is to be placed in the member's official personnel file and that the member shall have the right to appeal under the grievance procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the member by certified mail, return receipt requested, addressed to the last address which the member has furnished the City.

28.3 Presumption of Delivery

Any written notice shall be conclusively presumed delivered to the member on the date the written notice is personally served on the member. In the event that any notice is sent to a member by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the member on the date the receipt was signed. In the event the certified mail is

refused, or in the event the member is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returned the certified mail to the return address.

28.4 RESPONDING TO PROPOSED DISCIPLINE

A. An employee who receives a written reprimand that will be placed in their personnel file has the right to draft and, within 30 days, submit a response to the reprimand. The City Administrator shall review the written reprimand and response and may review any supporting materials or make whatever further inquiry he or she deems necessary. The City Administrator has full discretion to uphold, amend or alter the written reprimand and the determination of the City Administrator shall be final.

B. An employee who is subject to disciplinary action involving a loss of pay, suspension, demotion or termination of employment shall have the right, within five (5) work days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Personnel Director.

C. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

D. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The "Skelly Officer" shall, with the exception of the Police Chief, be a different department head than the one proposing the discipline. The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline. The "Skelly ~~Officer"'s~~Officer's decision shall be in writing.

E. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action. The final Notice of Disciplinary Action shall advice the member that the discipline is to be placed in the members' official personnel file and shall advise the member of any appeal rights available to the member as set forth in Article 28.6 Grievance Procedures, or other applicable appeal rights available to the employee provided for in this Memorandum of Understanding.

28.5~~2~~ Removal of Disciplinary Documents and Submission of Written Rebuttals

a) The parties agree that Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands are the first steps of progressive discipline.

b) Upon the request of an employee, a written reprimand, counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue. The decision to remove such materials shall be solely within the discretion of the Department Head.~~Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands, and any and all related documents/materials, at the written request of the employee, will be removed from any and all of the employees personnel file(s) after four (4)~~

~~years have elapsed. In any event, all adverse materials will be considered null and void after such four (4) year period with the following exceptions:~~

~~1. If further disciplinary action concerning any misconduct occurs within four (4) years from the initial disciplinary action, then there will be no requirement to remove the adverse material. If there is no further disciplinary action concerning any misconduct within four (4) years from the last occurrence, at the written request of the employee, all adverse materials including all related documents, and materials, will be removed from the employees file and considered null and void.~~

~~2.~~ This provision does not apply to disciplinary suspension, demotion, termination, workplace violence or sexual harassment, if an employee has been found to be in violation of these items.

c) An employee has the right to provide a written rebuttal to any of the above within thirty (30) days of receipt of the documentation which will be attached to the original document and placed in the employees official personnel file(s) in the Personnel Department.

~~28.3 Presumption of Delivery~~

~~Any written notice shall be conclusively presumed delivered to the member on the date the written notice is personally served on the member. In the event that any notice is sent to a member by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the member on the date the receipt was signed. In the event the certified mail is refused, or in the event the member is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returned the certified mail to the return address.~~

~~28.4 Departmental Action Prior to Imposition of Discipline~~

~~Except in cases of emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against members with permanent status, the department head or person authorized by him/her shall give the member written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to a neutral department head agreed to by the City Administrator and the OCEA who shall serve as the Skelly Officer. The department head who shall be designated the Skelly Officer shall be determined on a rotating basis. The department head of the department in which the member works will be ineligible to hear the Skelly appeal.~~

28.5 ~~Notice of Disciplinary Action~~

~~Whenever a disciplinary action is taken against a member, the member shall be notified in writing. Such notification shall include but is not limited to:~~

~~a) A statement of the disciplinary action taken against the member.~~
~~b) A summary of the facts upon which the disciplinary action is based.~~
~~c) A statement advising the member that written notice of the disciplinary action is to be placed in the member's official personnel file and that the member shall~~

~~have the right to appeal under the grievance procedure as set forth in this Memorandum.~~

~~The written notice of disciplinary action may be either personally served or mailed to the member by certified mail, return receipt requested, addressed to the last address which the member has furnished the City.~~

28.6 Appeals of Discipline for Permanent Members

a) Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, a disciplinary action involving a loss of pay, suspension, demotion or termination of employment may be appealed to advisory arbitration by following the procedures in Article 29.2, Step 4 (below). Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within the required time period, the disciplinary action shall become final and there shall be no further appeal.

b) An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.

c) The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.

d) The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

28.7 Timeframes are Jurisdictional

An employee's failure to adhere to any timeframe provided for in this section or in the Articles Governing Arbitration shall be deemed to be an abandonment of the appeal, shall terminate the appeal process and no further appeal steps shall be available.

~~A member may appeal a disciplinary action by filing a grievance at Step 3 of the grievance procedure within ten (10) days of receiving the notice of disciplinary action.~~

Section 29. GRIEVANCE AND ADVISORY ARBITRATION PROCEDURES

29.1 A grievance shall be defined as a dispute concerning the application of the City of Oroville Personnel Rules and Regulations: Rule 5, Section 5.5; Rule 11; and Rule 14, or a matter involving the interpretation of the alleged violation of any provisions of this Memorandum, other than appeals subject to the foregoing Section 27.6.

29.2 There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday excluding City holidays.

Step 1: A member's grievance must be submitted to the immediate supervisor within fifteen (15) calendar days from the date the grievance is first known, or the grievance is waived. The immediate supervisor should give an answer to the member by the end of the fifth (5th) calendar day following the presentation of the grievance. If the answer does not resolve the grievance or if an answer is not given, the member may proceed to Step 2.

Step 2: If the grievance is not resolved in Step 1, the OCEA Representative may, within five (5) calendar days after the written reply of Step 1, request a meeting with the department head or his/her designee. Such meeting shall be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) calendar days after the date of the written reply of Step 1.

Step 3: If the grievance is not resolved in Step 2, the OCEA Representative may, within five (5) calendar days after the Step 2 meeting, request a meeting with the City Administrator. Such meeting will be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) calendar days from the date of the Step 2 meeting.

Step 4: (a)If the grievance is not resolved in Step 3, Step 4 shall be referral by either the City or OCEA to advisory arbitration. Step 4 shall be taken within twenty (20) calendar days after the date of the written reply of Step 3.

(b) Upon receipt of request by the OCEA to submit a grievance to advisory arbitration, an arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written request. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator. Failure to participate in the selection process within the timeframe or pursuant to an extension mutually agreed to between the Parties shall constitute an abandonment of the appeal. ~~the City will set a day acceptable to both parties. The City and OCEA will choose from the State of California Mediation and Conciliation Service (SCM&CS) an arbitrator to become the individual to hear all cases involving the parties. The City and OCEA agree to act expeditiously in the selection of an arbitrator. If the OCEA and the City fail to reach mutual agreement on the selection of the arbitrator, each party shall, at a meeting of its representatives, alternately strike a name from the list of arbitrators provided by the SCM&CS.~~ The first party to strike a name shall be determined by lot. The costs of advisory arbitration shall be borne equally by the City and the OCEA. The City and the Association shall pay the compensation and expenses for their respective witnesses. At the OCEA's request, the City shall release members from duty to participate in arbitration proceedings.

(c) The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator deems necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The arbitrator shall submit his/her findings and recommendations in writing to the City, the OCEA and the grievant.

(d) City Council Review – The City Council may approve, modify or reverse the finding of the arbitrator , provided that such decision does not in any way add to, disregard, or modify any of the provisions of this Memorandum. Prior to modification or reversal of the arbitrator's findings and/or recommendations the grievant and/or his/her representative shall be allowed to be heard by the City Council and a modification or reversal is only done by a super majority vote of the City Council. Any decision rendered by the City Council shall be made within twenty-eight (28) calendar days of the receipt of request, unless extended by the City Council, but in no event more than 45 calendar days.

(e) Failure by either the City or the OCEA to meet any of the aforementioned time limits as set forth in Subsections 28.2(1), 28.2(2), 28.2(3), 28.2(4a), or 28.2(4b) will result in forfeiture by the failing party; except however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum, nor shall such settlements be cited by either the City or the OCEA as evidence in the settlement of subsequent grievances.

(f) Notwithstanding the aforementioned procedure, any individual member shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the OCEA, and be given the same opportunity to have the arbitrator hear and rule on grievances as prescribed in 4(b) and 4(c) provided that the adjustment shall not be inconsistent with the Memorandum and further provided that the OCEA's President shall be given an opportunity to be present at such adjustment.

29.3 Time limits as set forth above may be extended by mutual agreement between the City, the member or the OCEA, but neither the City, nor the OCEA member shall be required to agree except in the case of the temporary absence of the City Administrator. In such case, the time limits will commence with the first day of the return to work of the City Administrator. All meetings will be conducted in Oroville.

29.4 If the member or the OCEA does not submit the grievance to the next step or meet within the time limits specified, then the grievance will be considered automatically withdrawn. If, after Step 1, management does not reply in a timely manner or meet within the time limits specified, then the grievance may be processed by the member to the next higher level if so requested by the member or the OCEA.

Section 30. PEACEFUL PERFORMANCE

The parties to this Memorandum recognize and acknowledge that the services performed by the members covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. OCEA agrees that under no circumstances during the term of this Agreement will the OCEA recommend, encourage, cause or permit its members to initiate, recognize, participate in, nor will any member take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppages), in any office or department of this City, not to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said stoppage has ceased.

Section 31. SAVINGS CLAUSE

It is understood that this Memorandum is subject to all applicable Federal and State Laws, City Ordinances and Regulations of the City Charter. Where there is a conflict between the City Charter, City Code and/or this Memorandum of Understanding, the City Charter shall control over the City Code and/or the Memorandum of Understanding, and the City Code shall control over the Memorandum of Understanding. –If any part or provision of this Memorandum is in conflict or inconsistent with the above-entitled laws or regulations, or otherwise held to be invalid by a court of competent jurisdiction, such invalidation of such portion of the Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. In the event any portion of this Memorandum is in conflict with any non-negotiated policy, procedure, manual or directive, the provisions of this memorandum shall prevail.

The above section shall only apply to Laws, Ordinances, Regulations and Charter that are in place at the time of the ratification of this Memorandum. No new statues shall impair an existing contract, unless otherwise required.

Section 32. NOTICE OF CHANGES, REVISIONS AND/OR NEW ITEMS

The City will provide the OCEA with ten (10) working days written notice of any changes, revisions or new items which effects any ordinance, rule, regulation, policy, procedure, or resolution directly relating to matters within the scope of representation proposed to be adopted by the City Council and shall be given the opportunity to meet and confer with the City prior to adoption.

Section 33. CODE OF ETHICS

Association members shall abide by the Code of Ethics attached hereto as Exhibit “C”.

Section 34. ALL PAYMENTS TO BE BI-WEEKLY

The City shall provide all payments on a bi-weekly schedule to simplify payroll distribution and CalPERS reporting. This means that where a payment is identified in this MOU as a monthly benefit or described other than on a bi-weekly schedule, it shall be paid in a manner that is consistent with and prorated to the bi-weekly pay periods of the City.

Section ~~34~~35. TERM AND OPENING CLAUSE

This Memorandum of Understanding shall commence upon ratification and adoption and shall continue in full force and effect until ~~01~~12/~~06~~31/~~2023~~2026. This agreement shall remain in full force and effect until a new Agreement is signed by the parties herein.

With Respect to negotiable wages, hours and working conditions not covered by this Agreement, the City of Oroville agrees to make no changes without prior agreement with the Association.

This Memorandum recommended to the City Council of the City of Oroville on~~ January 7, 2020~~ [redacted].

OCEA **CITY OF OROVILLE**

~~Stephen Chioini~~, OCEA President

~~Charles Reynolds~~David Pittman, Mayor

Attested:

~~Barbara Ramey~~, OCEA Representative

~~Bill LaGrone~~Brian Ring, City ~~Clerk~~ Administrator

Approved as to Form:

Sharen Lindberg, Secretary

Scott E. Huber, City Attorney

EXHIBIT "A"

1ST TIER OROVILLE CITY EMPLOYEE'S ASSOCIATION SALARY SCHEDULE - COMP STUDY PLUS 3%									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
IT Analyst	**$68,067**	**$71,470**	**$75,044**	**$78,796**	**$82,736**	**$86,873**	**$91,216**	**$95,777**	**Annual**
	$5,672.25	$5,955.86	$6,253.66	$6,566.34	$6,894.66	$7,239.39	$7,601.36	$7,981.43	Monthly
	$32.72	$34.36	$36.08	$37.88	$39.78	$41.77	$43.85	$46.05	Hourly
Fire Marshal/Inspector	**$63,206**	**$66,366**	**$69,685**	**$73,169**	**$76,827**	**$80,669**	**$84,702**	**$88,937**	**Annual**
	$5,267.17	$5,530.53	$5,807.05	$6,097.40	$6,402.27	$6,722.39	$7,058.51	$7,411.43	Monthly
	$30.39	$31.91	$33.50	$35.18	$36.94	$38.78	$40.72	$42.76	Hourly
Code Enforcement Tech III	**$61,665**	**$64,748**	**$67,986**	**$71,385**	**$74,954**	**$78,702**	**$82,637**	**$86,769**	**Annual**
	$5,138.75	$5,395.69	$5,665.47	$5,948.75	$6,246.18	$6,558.49	$6,886.42	$7,230.74	Monthly
	$29.65	$31.13	$32.69	$34.32	$36.04	$37.84	$39.73	$41.72	Hourly
Accounting Analyst	**$58,694**	**$61,629**	**$64,710**	**$67,946**	**$71,343**	**$74,910**	**$78,656**	**$82,588**	**Annual**
	$4,891.17	$5,135.73	$5,392.51	$5,662.14	$5,945.24	$6,242.51	$6,554.63	$6,882.36	Monthly
	$28.22	$29.63	$31.11	$32.67	$34.30	$36.01	$37.82	$39.71	Hourly
Admin/Program Analyst II	**$54,502**	**$57,227**	**$60,088**	**$63,093**	**$66,248**	**$69,560**	**$73,038**	**$76,690**	**Annual**
Building Inspector	$4,541.83	$4,768.93	$5,007.37	$5,257.74	$5,520.63	$5,796.66	$6,086.49	$6,390.82	Monthly
	$26.20288	$27.51303	$28.88868	$30.33311	$31.84977	$33.44226	$35.11437	$36.87009	Hourly
Construction Inspector	**$54,502**	**$57,227**	**$60,088**	**$63,093**	**$66,248**	**$69,560**	**$73,038**	**$76,690**	**Annual**
	$4,541.83	$4,768.93	$5,007.37	$5,257.74	$5,520.63	$5,796.66	$6,086.49	$6,390.82	Monthly
	$26.20	$27.51	$28.89	$30.33	$31.85	$33.44	$35.11	$36.87	Hourly
Lead Public Works Operator	**$54,502**	**$57,227**	**$60,088**	**$63,093**	**$66,248**	**$69,560**	**$73,038**	**$76,690**	**Annual**
Lead Tree Worker	$4,541.83	$4,768.93	$5,007.37	$5,257.74	$5,520.63	$5,796.66	$6,086.49	$6,390.82	Monthly
Lead Collection System Operator	$26.20	$27.51	$28.89	$30.33	$31.85	$33.44	$35.11	$36.87	Hourly
Lead Equipment Mechanic									
Code Enforcement Tech II	**$53,173**	**$55,832**	**$58,623**	**$61,554**	**$64,632**	**$67,864**	**$71,257**	**$74,820**	**Annual**
	$4,431.08	$4,652.64	$4,885.27	$5,129.53	$5,386.01	$5,655.31	$5,938.08	$6,234.98	Monthly
	$25.56	$26.84	$28.18	$29.59	$31.07	$32.63	$34.26	$35.97	Hourly
Program Analyst I	**$49,376**	**$51,845**	**$54,437**	**$57,159**	**$60,017**	**$63,018**	**$66,169**	**$69,477**	**Annual**
	$4,114.67	$4,320.40	$4,536.42	$4,763.24	$5,001.40	$5,251.47	$5,514.05	$5,789.75	Monthly
	$23.74	$24.93	$26.17	$27.48	$28.85	$30.30	$31.81	$33.40	Hourly

Comm. Devel. Technician III	**$49,376**	**$51,845**	**$54,437**	**$57,159**	**$60,017**	**$63,018**	**$66,169**	**$69,477**	**Annual**
	$4,114.67	$4,320.40	$4,536.42	$4,763.24	$5,001.40	$5,251.47	$5,514.05	$5,789.75	Monthly
	$23.74	$24.93	$26.17	$27.48	$28.85	$30.30	$31.81	$33.40	Hourly
Code Enforcement Technician	**$48,172**	**$50,581**	**$53,110**	**$55,765**	**$58,553**	**$61,481**	**$64,555**	**$67,783**	**Annual**
	$4,014.33	$4,215.05	$4,425.80	$4,647.09	$4,879.45	$5,123.42	$5,379.59	$5,648.57	Monthly
	$23.16	$24.32	$25.53	$26.81	$28.15	$29.56	$31.04	$32.59	Hourly
Sr. Administrative Assistant	**$46,997**	**$49,347**	**$51,814**	**$54,405**	**$57,125**	**$59,981**	**$62,980**	**$66,129**	**Annual**
	$3,916.42	$4,112.24	$4,317.85	$4,533.74	$4,760.43	$4,998.45	$5,248.37	$5,510.79	Monthly
	$22.59	$23.72	$24.91	$26.16	$27.46	$28.84	$30.28	$31.79	Hourly
Equipment Mechanic	**$45,851**	**$48,144**	**$50,551**	**$53,078**	**$55,732**	**$58,519**	**$61,445**	**$64,517**	**Annual**
	$3,820.92	$4,011.96	$4,212.56	$4,423.19	$4,644.35	$4,876.57	$5,120.39	$5,376.41	Monthly
	$22.04	$23.15	$24.30	$25.52	$26.79	$28.13	$29.54	$31.02	Hourly
Public Works Operator III	**$44,733**	**$46,970**	**$49,318**	**$51,784**	**$54,373**	**$57,092**	**$59,946**	**$62,944**	**Annual**
	$3,727.75	$3,914.14	$4,109.84	$4,315.34	$4,531.10	$4,757.66	$4,995.54	$5,245.32	Monthly
	$21.51	$22.58	$23.71	$24.90	$26.14	$27.45	$28.82	$30.26	Hourly

Comm. Devel. Technician II	**$44,733**	**$46,970**	**$49,318**	**$51,784**	**$54,373**	**$57,092**	**$59,946**	**$62,944**	**Annual**
	$3,727.75	$3,914.14	$4,109.84	$4,315.34	$4,531.10	$4,757.66	$4,995.54	$5,245.32	Monthly
	$21.51	$22.58	$23.71	$24.90	$26.14	$27.45	$28.82	$30.26	Hourly
Administrative Assistant	**$42,578**	**$44,707**	**$46,942**	**$49,289**	**$51,754**	**$54,342**	**$57,059**	**$59,912**	**Annual**
	$3,548.17	$3,725.58	$3,911.85	$4,107.45	$4,312.82	$4,528.46	$4,754.88	$4,992.63	Monthly
	$20.47	$21.49	$22.57	$23.70	$24.88	$26.13	$27.43	$28.80	Hourly
Public Works Operator II	**$42,578**	**$44,707**	**$46,942**	**$49,289**	**$51,754**	**$54,342**	**$57,059**	**$59,912**	**Annual**
Parks Maint. Technician II	$3,548.17	$3,725.58	$3,911.85	$4,107.45	$4,312.82	$4,528.46	$4,754.88	$4,992.63	Monthly
Building Maint. Tech II	$20.47	$21.49	$22.57	$23.70	$24.88	$26.13	$27.43	$28.80	Hourly
Collection System Operator II									
Comm. Devel. Technician I	**$40,526**	**$42,552**	**$44,680**	**$46,914**	**$49,260**	**$51,723**	**$54,309**	**$57,024**	**Annual**
	$3,377.17	$3,546.03	$3,723.33	$3,909.49	$4,104.97	$4,310.22	$4,525.73	$4,752.01	Monthly
	$19.48	$20.46	$21.48	$22.55	$23.68	$24.87	$26.11	$27.42	Hourly
Public Works Operator I	**$40,922**	**$42,968**	**$45,117**	**$47,372**	**$49,741**	**$52,228**	**$54,839**	**$57,581**	**Annual**
Parks Maint. Technician I	$3,410.17	$3,580.68	$3,759.71	$3,947.69	$4,145.08	$4,352.33	$4,569.95	$4,798.45	Monthly
Collection System Operator I	$19.67	$20.66	$21.69	$22.78	$23.91	$25.11	$26.37	$27.68	Hourly
Custodian	**$37,816**	**$39,707**	**$41,692**	**$43,777**	**$45,966**	**$48,264**	**$50,677**	**$53,211**	**Annual**
	$3,151.33	$3,308.90	$3,474.35	$3,648.06	$3,830.47	$4,021.99	$4,223.09	$4,434.24	Monthly
	$18.18	$19.09	$20.04	$21.05	$22.10	$23.20	$24.36	$25.58	Hourly
Staff Assistant	**$37,816**	**$39,707**	**$41,692**	**$43,777**	**$45,966**	**$48,264**	**$50,677**	**$53,211**	**Annual**
	$3,151.33	$3,308.90	$3,474.35	$3,648.06	$3,830.47	$4,021.99	$4,223.09	$4,434.24	Monthly
	$18.18	$19.09	$20.04	$21.05	$22.10	$23.20	$24.36	$25.58	Hourly

1ST TIER OROVILLE CITY EMPLOYEE'S ASSOCIATION SALARY SCHEDULE - Y-RATED POSITIONS									
CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
Associate Civil Engr.	**$81,324.04**	**$85,390.24**	**$89,659.75**	**$94,142.74**	**$98,849.88**	**$103,792.37**	**$108,981.99**	**$114,431.09**	**Annual**
	$6,777.00	$7,115.85	$7,471.65	$7,845.23	$8,237.49	$8,649.36	$9,081.83	$9,535.92	Monthly
	$39.10	$41.05	$43.11	$45.26	$47.52	$49.90	$52.40	$55.01	Hourly
Assistant Civil Engr.	**$74,876.88**	**$78,620.72**	**$82,551.76**	**$86,679.35**	**$91,013.32**	**$95,563.98**	**$100,342.18**	**$105,359.29**	**Annual**
	$6,239.74	$6,551.73	$6,879.31	$7,223.28	$7,584.44	$7,963.67	$8,361.85	$8,779.94	Monthly
	$36.00	$37.80	$39.69	$41.67	$43.76	$45.94	$48.24	$50.65	Hourly
Associate Planner	**$62,867.89**	**$66,011.28**	**$69,311.85**	**$72,777.44**	**$76,416.31**	**$80,237.13**	**$84,248.99**	**$88,461.43**	**Annual**
Recycling Coordinator	$5,238.99	$5,500.94	$5,775.99	$6,064.79	$6,368.03	$6,686.43	$7,020.75	$7,371.79	Monthly
	$30.22495	$31.73619	$33.32300	$34.98915	$36.73861	$38.57554	$40.50432	$42.52954	Hourly
GIS Specialist	**$62,168.24**	**$65,276.65**	**$68,540.48**	**$71,967.51**	**$75,565.88**	**$79,344.18**	**$83,311.39**	**$87,476.96**	**Annual**
	$5,180.69	$5,439.72	$5,711.71	$5,997.29	$6,297.16	$6,612.01	$6,942.62	$7,289.75	Monthly
	$29.88858	$31.38301	$32.95216	$34.59976	$36.32975	$38.14624	$40.05355	$42.05623	Hourly
Assistant Planner	**$57,882.96**	**$60,777.11**	**$63,815.96**	**$67,006.76**	**$70,357.10**	**$73,874.95**	**$77,568.70**	**$81,447.14**	**Annual**
	$4,823.58	$5,064.76	$5,318.00	$5,583.90	$5,863.09	$6,156.25	$6,464.06	$6,787.26	Monthly
	$27.83	$29.22	$30.68	$32.21	$33.83	$35.52	$37.29	$39.16	Hourly
Sr. Admin/SBF/PIO	**$61,116.93**	**$64,172.78**	**$67,381.42**	**$70,750.49**	**$74,288.01**	**$78,002.41**	**$81,902.53**	**$85,997.66**	**Annual**
Assistant City Clerk	$5,093.08	$5,347.73	$5,615.12	$5,895.87	$6,190.67	$6,500.20	$6,825.21	$7,166.47	Monthly
Cultural Facilities Curator	$29.38314	$30.85230	$32.39491	$34.01466	$35.71539	$37.50116	$39.37622	$41.34503	Hourly
Human Resource Technician	**$42,571.59**	**$44,700.17**	**$46,935.18**	**$49,281.94**	**$51,746.03**	**$54,333.34**	**$57,050.00**	**$59,902.50**	**Annual**
	$3,547.63	$3,725.01	$3,911.26	$4,106.83	$4,312.17	$4,527.78	$4,754.17	$4,991.88	Monthly
	$20.47	$21.49	$22.56	$23.69	$24.88	$26.12	$27.43	$28.80	Hourly

1ST TIER OROVILLE CITY EMPLOYEE'S ASSOCIATION SALARY SCHEDULE - Y-RATED POSITIONS UNDER 3%												
Signal Tech/Electrician	**$56,045.50**	**$58,847.78**	**$61,790.16**	**$64,879.67**	**$68,123.66**	**$71,529.84**	**$75,106.33**	**$78,861.65**	**Annual**			
	$4,670.46	$4,903.98	$5,149.18	$5,406.64	$5,676.97	$5,960.82	$6,258.86	$6,571.80	Monthly		Lump sum	Add to Schedule
	$26.94	$28.29	$29.71	$31.19	$32.75	$34.39	$36.11	$37.91	Hourly	3%	0.81%	2.19%
Market Median	**$57,273**	**$60,137**	**$63,143**	**$66,301**	**$69,616**	**$73,096**	**$76,751**	**$80,589**	**Annual**			
	$4,772.74	$5,011.38	$5,261.95	$5,525.05	$5,801.30	$6,091.36	$6,395.93	$6,715.73	Monthly			
	$27.54	$28.91	$30.36	$31.88	$33.47	$35.14	$36.90	$38.74	Hourly			
Human Resource Analyst	**$54,413.10**	**$57,133.76**	**$59,990.44**	**$62,989.96**	**$66,139.46**	**$69,446.44**	**$72,918.76**	**$76,564.70**	**Annual**			
	$4,534.43	$4,761.15	$4,999.20	$5,249.16	$5,511.62	$5,787.20	$6,076.56	$6,380.39	Monthly		Lump sum	Add to Schedule
	$26.16014	$27.46815	$28.84156	$30.28364	$31.79782	$33.38771	$35.05710	$36.80995	Hourly	3%	2.83%	0.17%
Market Median	**$54,506**	**$57,231**	**$60,092**	**$63,097**	**$66,252**	**$69,564**	**$73,043**	**$76,695**	**Annual**			
	$4,542.13	$4,769.24	$5,007.70	$5,258.09	$5,520.99	$5,797.04	$6,086.89	$6,391.24	Monthly			
	$26.20	$27.51	$28.89	$30.34	$31.85	$33.44	$35.12	$36.87	Hourly			
Accounting Technician III	**$46,828.75**	**$49,170.19**	**$51,628.70**	**$54,210.13**	**$56,920.64**	**$59,766.67**	**$62,755.00**	**$65,892.75**	**Annual**			
	$3,902.40	$4,097.52	$4,302.39	$4,517.51	$4,743.39	$4,980.56	$5,229.58	$5,491.06	Monthly		Lump sum	Add to Schedule
	$22.51	$23.64	$24.82	$26.06	$27.37	$28.73	$30.17	$31.68	Hourly	3%	0.13%	2.87%
Market Median	**$46,769**	**$49,107**	**$51,563**	**$54,141**	**$56,848**	**$59,690**	**$62,675**	**$65,809**	**Annual**			
	$3,897.42	$4,092.29	$4,296.90	$4,511.75	$4,737.33	$4,974.20	$5,222.91	$5,484.06	Monthly			
	$22.49	$23.61	$24.79	$26.03	$27.33	$28.70	$30.13	$31.64	Hourly			
Accounting Technician II	**$42,571.59**	**$44,700.17**	**$46,935.18**	**$49,281.94**	**$51,746.03**	**$54,333.34**	**$57,050.00**	**$59,902.50**	**Annual**			
	$3,547.63	$3,725.01	$3,911.26	$4,106.83	$4,312.17	$4,527.78	$4,754.17	$4,991.88	Monthly		Lump sum	Add to Schedule
	$20.47	$21.49	$22.56	$23.69	$24.88	$26.12	$27.43	$28.80	Hourly	3%	0.47%	2.53%
Market Median	**$43,443**	**$45,615**	**$47,896**	**$50,291**	**$52,805**	**$55,445**	**$58,218**	**$61,129**	**Annual**			
	$3,620.25	$3,801.26	$3,991.32	$4,190.89	$4,400.44	$4,620.46	$4,851.48	$5,094.05	Monthly			
	$20.89	$21.93	$23.03	$24.18	$25.39	$26.66	$27.99	$29.39	Hourly			
Accounting Technician	**$38,701.45**	**$40,636.52**	**$42,668.35**	**$44,801.77**	**$47,041.85**	**$49,393.95**	**$51,863.64**	**$54,456.83**	**Annual**			
	$3,225.12	$3,386.38	$3,555.70	$3,733.48	$3,920.15	$4,116.16	$4,321.97	$4,538.07	Monthly		Lump sum	Add to Schedule
	$18.61	$19.54	$20.51	$21.54	$22.62	$23.75	$24.93	$26.18	Hourly	3%	0.82%	2.18%
Market Median	**$39,223**	**$41,184**	**$43,243**	**$45,405**	**$47,676**	**$50,059**	**$52,562**	**$55,190**	**Annual**			
	$3,268.57	$3,432.00	$3,603.60	$3,783.78	$3,972.96	$4,171.61	$4,380.19	$4,599.20	Monthly			
	$18.86	$19.80	$20.79	$21.83	$22.92	$24.07	$25.27	$26.53	Hourly			
Custodian	**$36,105.09**	**$37,910.34**	**$39,805.86**	**$41,796.15**	**$43,885.96**	**$46,080.26**	**$48,384.27**	**$50,803.49**	**Annual**			
	$3,008.76	$3,159.20	$3,317.16	$3,483.01	$3,657.16	$3,840.02	$4,032.02	$4,233.62	Monthly		Lump sum	Add to Schedule
	$17.36	$18.23	$19.14	$20.09	$21.10	$22.15	$23.26	$24.42	Hourly	3%	1.29%	1.71%
Market Median	**$36,255**	**$38,067**	**$39,971**	**$41,969**	**$44,068**	**$46,271**	**$48,585**	**$51,014**	**Annual**			
	$3,021	$3,172.27	$3,330.88	$3,497.43	$3,672.30	$3,855.91	$4,048.71	$4,251.15	Monthly			
	$17.43	$18.30	$19.22	$20.18	$21.19	$22.25	$23.36	$24.53	Hourly			

CITY OF OROVILLE
RESOLUTION NO. 9245

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION AND ADOPTING THE ASSOCIATED PUBLICLY AVAILABLE SALARY TABLES.

RECITALS

WHEREAS the City of Oroville and Oroville City Employees Association (OCEA) have met and conferred pursuant to their obligations under the Meyers Milias Brown Act (CA Gov. Code 3500 et. seq.); and,

WHEREAS both parties have freely exchanged proposals and information and responded to the other party's proposals and information relevant to the wages, hours and working conditions; and,

WHEREAS following these meet and confer sessions and exchanges of proposals, the Parties have reached an overall tentative agreement relating to all outstanding issues; and,

WHEREAS the OCEA membership has ratified the overall tentative agreement;

NOW THEREFORE BE IT RESOLVED by the Oroville City Council as follows:

1. The above recitals are true and correct.
2. The City hereby ratifies and adopts the overall tentative agreement between the parties
3. The Mayor is hereby authorized and directed to execute the Successor Memorandum of Understanding between the City of Oroville and the OCEA, a copy of which is attached hereto as Exhibit "A".
4. The City adopts the salary tables included in the MOU and directs staff to make the updated salary tables available to the public.
5. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on April 16, 2024; by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF OROVILLE

And the

OROVILLE CITY EMPLOYEES' ASSOCIATION (OCEA)

For the period between

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. _____ adopted at its Regular Meeting on April 16, 2024.

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Attachment Exhibit "A" – Tier 1 Salary Schedule
Attachment Exhibit "B" – City of Oroville Drug-Free Workplace Certification and Substance Abuse Policy Statement
Attachment Exhibit "C" - Code of Ethics

Section 1. RECOGNITION OF OROVILLE CITY EMPLOYEES' ASSOCIATION (OCEA)

The City formally recognizes the OCEA as the majority representative for all City employee CLASSIFICATIONS set forth in Exhibit "A" excluding confidential employees.

Section 2. SCOPE OF REPRESENTATION

The scope of representation of the meeting and conferring shall include those matters as set forth in the California Government Code Section 3504 et seq.

Section 3. MAINTENANCE OF BENEFITS

It is understood and agreed that there exist within the City certain personnel rules, and regulations, policies, and benefits regarding members covered by this Memorandum. In the event of proposed changes to City Personnel Rules and Regulations, the OCEA shall be advised, for the purpose of enabling the City and the OCEA to meet and consult as soon as possible with respect to any proposed changes. The City shall not have the right to change City Personnel Rules and Regulations which contravene specific provisions of this Memorandum without prior meeting and conferring with the OCEA.

Section 4. MEETING RELEASE TIME

The City agrees to allow each OCEA member a total of four (4) hours of release time per calendar year to attend quarterly OCEA meetings. The above release time can only be used in one (1) hour blocks. Use of the release time must have the prior approval of the member's department head well in advance of the meeting. If, in the sole discretion of the member's department head that the use of the release time will disrupt City operations, release time will be denied. Such release time can only be used for attendance at the quarterly meetings and shall not rollover into the next calendar year if not used.

Section 5. CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this memorandum, except as expressly limited by a specific provision of this memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City as enumerated herein, include, but are not limited to the following subject to the requirements of this memorandum and/or any provision of law whether it be statutory or judicial: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of members needed; to hire, transfer, promote and maintain the discipline and efficiency of its members, to establish work standards, schedules of operation and reasonable work loads; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing, or empowering the City to act or refrain from acting.

Section 6. LAYOFF POLICY

6.1 Purpose

6.1.1 The City may initiate a layoff due to lack of work, lack of funds, or change in the organization.

6.2 City of Oroville – OCEA Cooperative Efforts

6.2.1 When the City determines that layoffs are imminent, it shall provide written notification to OCEA. Further, in the spirit of cooperation, the City or the OCEA may request a meeting to jointly discuss alternatives to layoff, including, but not limited to, attrition or a reduction in work hours. Every effort shall be made to fill vacant position(s) that are determined to be a necessity in the City with qualified laid-off employee(s).

6.2.2 Notwithstanding the effort to work cooperatively, the City has the exclusive right to determine the methods, means, numbers and kinds of personnel by which services are to be provided. The City's decision to make a reduction in force and/or layoff an employee(s) is not subject to the duty to meet and confer. However, the parties will meet and confer regarding the impact of those determinations.

6.3 Definitions

For the purposes of this section:

6.3.1 Layoff - separation of employee(s) from the active work force due to lack of work, lack of funds or change in the organization.

6.3.2 Temporary Employee - an at-will non-benefited employee who is hired on a temporary basis and works less than 1,000 hours in a fiscal year.

6.3.3 Probationary Employee - any employee tentatively appointed to a position prior to becoming a permanent employee.

6.3.4 Fulltime Permanent Employee - benefited employees who successfully complete their probationary period and who regularly work a minimum of 32 or more hours per week.

6.3.5 Part-time Permanent Employee – benefited employees who successfully complete their probationary period and who regularly work less than 32 hours per week.

6.3.6 Displacement Rights (Bumping) - a permanent employee who has more seniority may remove another employee in a lower classification and take their place.

6.3.7 Seniority – The length of service of consecutive time served from an employee’s date of hire with the City. Service seniority for unpaid military leave will be considered in the manner prescribed by State and Federal law. Continuous employment includes paid leaves of absences.

If a City temporary employee is subsequently appointed to a full-time position with the City, the employee's seniority shall be calculated from the date of temporary appointment, as long as there has been no break in continuity of service. This does not include Temp Agency employment with the City (i.e., Express Personnel, etc.).

In a case where two (2) or more employees in the same class in the same department have the same seniority date, the date of their employment application to the City of Oroville will determine seniority (See Oroville Personnel Rule 7. Seniority).

6.3.8 Lateral Displacement – An employee who has more seniority may remove another employee from within their same classification pursuant to 6.5.3.

6.3.9 Classification - a specific job title.

6.4 Order of Layoff & Procedure

6.4.1 Whenever it is determined that a layoff must occur within a job classification, the order of layoff shall be:

1. temporary employee
2. probationary employee
3. part-time and fulltime permanent employee

6.4.2 In each type of employment, the employee(s) with the least overall city seniority in the affected job classification(s) shall be laid-off first.

6.4.3 In the event that two (2) or more employees in a job classification within a Department have the same seniority, then the employee with the least seniority with the City shall be laid off. If there is no distinction between seniority of two (2) or more employees, the order of layoff will be determined by the date on their application for employment with the City.

6.5 Displacement Rights

6.5.1 An employee may displace any other employee in a lower classification within their Department if they have more seniority and can meet the minimum qualifications. An employee may also displace another employee in any position in any Department that they held previously. This does not include working in an out-of-class position.
OCEA employees may only displace an employee within the OCEA bargaining unit.

Only Administrative Assistants and Staff Assistants may displace laterally into another Department if they have accrued seniority. However, an employee who elects to displace laterally into another Department shall serve a three (3) month probationary period in the new Department. Monthly evaluations will be given to the employee. If two (2) of the three (3) month evaluations are unsatisfactory, the probationary period may be extended an additional three (3) months. If the employee does not pass their probationary period, the employee will be laid-off in accordance with this MOU.

6.5.2 Employees who are designated for layoff or displacement may elect, in lieu of layoff or displacement one of the following:

1. Displace laterally within the same classification (See 6.3.8).
2. Displace into a lower classification (See 6.3.6).

An employee who chooses to exercise their displacement rights must accept the salary, hours and working conditions of their new position. An employee will be allowed only one (1) displacement per layoff occurrence.

6.5.3. For the purposes of displacement, departments and positions are defined as follows:

Administration Department Assistant City Clerk Recycling Coordinator Custodian	Business Assistance and Housing Department Admin/Program Analyst II Program Analyst I
Finance Department Accounting Technician I Accounting Technician II Accounting Technician III Accounting Analyst	Human Resource Department Human Resource Analyst Human Resource Technician
Community Development Dept. Associate Civil Engineer Assistant Civil Engineer Assistant Planner Associate Planner Building Inspector Construction Inspector Counter Technician I Counter Technician II Counter Technician III GIS Specialist	Public Works and Parks & Trees Department Cultural Facilities Curator Building Maintenance Technician II Parks Maintenance Technician III Parks Maintenance Technician II Parks Maintenance Technician I Lead Public Works Operator Public Works Operator III Public Works Operator II Public Works Operator I Lead Tree Worker
Clerical Staff Administrative Assistant Staff Assistant Sr. Administrative Assistant IT Department IT Analyst	Sewer Division Collection System Operator I Collection System Operator II Lead Collection System Operator Equipment Mechanic Lead Equipment Mechanic Signal Technician/Electrician Electrician Assistant
Code Enforcement Department Code Enforcement Technician I Code Enforcement Technician II Code Enforcement Technician III	

6.5.4. An employee who exercises their displacement rights shall be paid in the new job classification at the same salary range step (i.e., Step D to Step D; Step F to Step F; etc.).

6.5.5 If an employee with permanent status chooses not to displace an employee in a lower job classification or laterally displace an employee, they shall be laid-off, and the City agrees not to challenge unemployment benefits.

6.5.6 An employee may request layoff in lieu of the opportunity to displace an employee by notifying the Personnel Department in writing within five (5) business days of the notice of

layoff. If an employee requests layoff in lieu of displacement, they shall forfeit all recall rights except to a vacancy in the same classification from which the employee was laid-off. In this case, the employee shall be entitled to recall rights for a period of one (1) year from the effective date of the layoff.

6.5.7 An employee who is in a promotional probationary status and is affected by a layoff or is displaced by an employee exercising their displacement rights shall be allowed to return to their former job classification where they held permanent status, and the employee will be allowed to invoke any of their displacement rights. If the job classification in which the employee previously held permanent status no longer exists, the employee will be allowed to invoke any of their displacement rights. If the employee has no displacement rights to invoke, they will be laid-off without any right of recall.

6.5.8 A new City employee who has not completed their probationary status has no layoff rights.

6.5.9. Future salary step adjustment opportunities shall be made in accordance with the OCEA Memorandum of Understanding and/or the City's Personnel Rules. Time served in the job classification since the most recent step increase prior to when the layoff/displacement occurred, shall count toward the interval required for consideration of salary step advancement.

6.6 Seniority List

6.6.1 At least five (5) business days prior to written notices of layoff, the City shall provide a current seniority list to affected employee(s) and the Association's Labor Representative for the OCEA bargaining unit. The seniority list shall show the employee names, classification, seniority date, and the process for reporting discrepancies. The seniority list shall be deemed correct unless an employee or the OCEA notifies the Personnel Department to the contrary, in writing, within five (5) business days of the receipt of the seniority list.

6.7 Notification of Layoff

6.7.1 The City will provide a written Notice of Layoff to all affected employee(s) within ten (10) business days in advance of the effective date of layoff. The written Notice of Layoff will include a list of all positions in which the employee may invoke any of their displacement rights. The written Notice of Layoff will be hand-delivered to the employee and the employee will sign for receipt of the Notice. The Association's Labor Representative will receive a copy of all written Notice of Layoff at the same time the affected employee(s) are notified.

6.7.2 Any employee who is on paid or unpaid leave or not in attendance at their worksite shall be affected by the layoff in accordance with the provisions of this Section. With such written Notice of Layoff, the employee shall be informed of their rights to which they are entitled and the procedure to be followed, including a list of all positions in which the employee may invoke any of their displacement rights. The Notice of Layoff shall be mailed to the employee via U.S. certified/return receipt mail to the last known address filed with the Personnel Department. The Association's Labor Representative will receive a copy of all written Notices of Layoff at the same time the affected employee(s) are notified.

6.7.3 Laid-off/Displaced employees shall be paid accrued leaves in accordance with the OCEA Memorandum of Understanding, applicable City policies and rules, and applicable Laws.

6.8 Re-Employment Following Layoff/Displacement

6.8.1 Employee(s) shall be entitled to re-employment rights for a period of one (1) year from the effective date of layoff or displacement. To expedite re-employment, more than one (1) laid-off/displaced employee may be notified when an opening occurs. The laid-off/displaced employee(s) will be re-hired in inverse order of layoff. A laid-off/displaced employee shall be required to meet the qualifications of the classification to which they are recalled (i.e., license(s), certification(s), etc.).

6.8.2 When a vacancy occurs in a job classification, the laid-off or displaced employee(s) eligible to return to that job classification shall be recalled in the inverse order of layoff. Employees with permanent status who were laid-off or displaced are eligible to return to the job classification in which permanent status was held but shall have no recall rights to any job classification in which probationary status was held at the time of layoff or displacement.

6.8.3 Laid-off/Displaced Employees: The effective date of layoff shall be the employee's last day working at the City. When a vacancy exists, and employees are to be re-employed, notice of the opening(s) shall be sent via U.S. certified/return receipt mail, to the last known address on file in the Personnel Department. It shall be incumbent upon the laid-off employee to advise the Personnel Department, in writing, of any change in address. The laid-off employee shall have five (5) business days, following the notification from the City, to notify the City, in writing, of their intent to return to work.

6.8.4 An employee who exercises their re-employment rights shall be paid the salary range step they received immediately prior to layoff/displacement. Future salary step adjustment opportunities shall be made in accordance with the OCEA Memorandum of Understanding and/or the City's Personnel Rules. Time served in the job classification since the most recent step increase prior to when the layoff/displacement occurred, shall count toward the interval required for consideration of salary step advancement.

6.8.5 Laid-off/Displaced employees who accept re-employment will earn sick leave and vacation at the same accrual amounts the employee received prior to being laid-off/displaced, and any sick leave balances will be restored.

6.8.6 The laid-off employee shall have a reasonable period of time to return to work, not to exceed fifteen (15) business days. If the laid-off employee fails to respond to the notice of re-employment within five (5) business days or fails to report to work within the reasonable time period as set forth above, they will forfeit all re-employment rights.

6.8.7 A laid-off/displaced employee shall lose their re-employment rights due to: 1) resignation; 2) retirement; 3) failure to return to work when recalled by the City; or 4) when the City has not recalled an employee to work for a period of one (1) year.

Section 7. BOOT ALLOWANCE

A Boot allowance of up to Three Hundred ($300.00) Dollars per year shall be paid on a reimbursement basis with receipts. This applies to the following classifications:

Public Works Operators I, II and III
Park Maintenance Technicians I, II and III
Lead Equipment Mechanic
Lead Public Works Operator
Lead Tree Worker

Collection System Operator I
Collection System Operator II
Lead Collection System Operator
Equipment Mechanic
Traffic Signal Tech/Electrician
Building Maintenance Technician II
Building Inspector
Construction Inspector
Code and Construction Compliance Specialist
Sr. Code Enforcement Specialist
Code Enforcement Specialist

Section 8. CALL-BACK PAY AND ON CALL PAY

8.1 Definition of Call-back: When an employee is not currently working their normal assigned work shift and is called back to work either prior to arriving or departing from the employee's worksite.

8.2 In the event of a call-back or return to duty, a member shall receive a minimum of two (2) hours of pay at the rate of one and one-half (1 ½) times the regular rate of pay. If the time worked exceeds two (2) hours, then the member shall receive pay for the time worked at one and one-half (1 ½) times the regular rate of pay, calculated to the nearest ten (10) minutes. OCEA members who are called back to work (as opposed to regularly scheduled overtime or continuation of a shift) shall not be required to take compensatory time off during the work week.

8.3 Time worked contiguous to and after a normally assigned work shift shall be treated as normal overtime.

8.4 The Department Head shall post a list for employees to sign up on a voluntary basis for On-call Service. The list shall be posted no later than 72 hours before requested On-Call Service shift. On-Call Services shall be assigned based on skill and qualifications. In cases where more than one employee has the same skill and qualifications, employees with more seniority shall have the first opportunity to sign up for On-Call duty. In cases of an emergency or pending emergency, the Department Head may place one or more employees on On-Call status. On-Call pay shall be distributed equally among qualified employees that voluntarily sign up for On-Call Service duty.

On-Call duty requires the employee so assigned to (1) be ready to respond immediately to calls, (2) be reachable by the City issued communication device, (3) be able to be at their workstation ready to begin addressing the On-Call issue within one half (1/2) hour.

Employees shall be compensated with on-call pay of $2.00 per hour (16 hours at $2.00 per hour) and $48/day for Saturday, Sunday, and Holidays. However, once the employee is contacted by dispatch or the Department Head, their pay rate will be at 1 and ½ their normal hourly salary for a minimum of two hours in lieu of On-Call pay. Once the event is over, at the start of the next hour the employee shall return to the hourly On-Call pay rate.

Section 9. BLOOD BANK DONATION TIME

A member wishing to donate blood to the City Blood Bank Fund shall be released from work for the final hour of the workday for such purpose. The verification of such donation shall be

returned to the department head for inclusion with the bi-weekly attendance report in order for the member to receive credit for time worked.

Section 10. SHIFT DIFFERENTIAL

10.1 Employees who are required to work a majority of their shift between the hours of 5:00 p.m. and 7:00 a.m. shall be compensated an additional 5% for all hours worked during that shift.

10.2 Employees who are required to work on weekends (Saturday and Sunday) shall receive an additional 5% for all hours worked on those days.

Section 11. COMPENSATION, OVERTIME AND DEFERRED COMPENSATION

11.1 Salary ranges for represented classifications shall be as specified on Exhibit B. Employees shall be placed on the new salary table at the step closest to their current salary, but not less. (first step).

Both parties agree that the City shall have the right to reinstitute the Tier two Salary Schedule as exhibit C and include the same top step and bottom step as Exhibit B but with additional steps with 2.5% between each step. Tier two would be for new hires after date of implementation only. Tier two may only be reinstituted in an effort to mitigate layoffs during layoff impact meet and confer if layoffs become necessary. Salary Increases during the term of MOU:

11.2 Compensation Study:

Negotiated equity increases to be Implemented over multiple years, (See exhibit B).

Y-Rated Employees
Y-rated employees to receive one-time distribution of up to 3% in lieu of COLA each year of MOU as follows:

Example 1 – Employee is 2 % over market – Employee to receive 1% COLA and 2% one-time distribution.

Example 2 – Employee is 5% over market – Year 1 the employee to receive 3% one-time distribution and 2% over Y-rate status will carry over to the next year. Year 2 the employee will receive a 2% one-time distribution and the negotiated Year 2 COLA reduced by 2%. Year 3 employee is no longer Y-rated and will be eligible for the negotiated Year 3 COLA.

11.3 Cost-Of-Living Adjustments (COLA):

- Effective January 1, 2024, the City shall implement a 3% salary increase to the salary table, (Step 2).
- Effective January 1, 2025, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%.
- Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%.
- Cost-of-Living Adjustments (COLA) for calendar years 2025 & 2026 to be determined

by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

- Employees that receive less than 6%, Comp Study placement plus 3% COLA, shall be advanced one salary step. (Step 3)

11.4 Out of Class Pay

a. A member assigned to temporary duties of thirty (30) days or less in a higher job classification shall not receive the pay of the higher job classification.

b. A member who, within the fiscal year of July 1, through June 30, accrues more than thirty (30) days of temporary duties in a higher job classification, shall receive an additional five percent (5%), but not less than the bottom step, nor more than the top step of that higher job classification, commencing with the thirty-first (31st) day of such duties in a fiscal year. Such time shall not accrue from one fiscal year to the next.

c. If it is known at the time of assignment that the member will be assigned to duties in a higher job classification for thirty-one (31) days or more, the member shall immediately receive an additional five percent (5%) above the member's normal pay, but not less than the bottom step, nor more than the top step of the higher classification.

11.5 Overtime

Members required to work in excess of forty (40) hours per week shall receive one and one-half (1 ½) times their regular rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off duty for compensatory time off and Holidays shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided, however, that the member may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off duty with a maximum accumulation of 120 hours. A member's decision to elect CTO instead of overtime pay is irrevocable. CTO shall be cashed out on the first paycheck in March and December of each year, or with the approval of the City Administrator in the case of an emergency.

11.6 Altered Schedules

At the discretion of the City and agreement with the OCEA, altered schedules of 4/10 or 5/8 may be implemented. If schedules are altered, then the use for vacation, sick leave, holidays, and comp time will coincide with the new schedule. For example, if a member works a 4/10 schedule and a holiday falls within the 4 days, employee would be paid for 10 hours. If the holiday falls on the regular day off, the employee would flex that holiday to another workday.

11.7 Deferred Compensation

Effective the first payroll period in July 1989, the City shall offer regular full-time OCEA members the opportunity to participate in a Section 457 Deferred Compensation Plan with National Deferred, without a City contribution. Effective the first payroll period in July 2001, the City shall offer regular full-time OCEA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

11.8 License and Certificates

If a certificate or a license is required for a position, the City will reimburse employees for the cost of the certificate or license. In addition, if there is a renewal charge, the City will reimburse that as well.

11.9 Incentive Pays

Incentive pays for CDL, bilingual and notary compensation to be deposited into FSA or 457. Disbursements shall be made on the first pay period in July of each year.

- CDL $1,000.00 per year
- Bilingual $1,000.00 per year
- Notary $750.00 per year

CDL training incentive shall be paid as 5% out of class compensation for hours spent conducting training.

11.10 Flex Positions – The following OCEA classifications shall become flex positions. Meaning that once an employee meets all the education, certification, and qualification requirements for the next step in the classification series and if funding is available, they will automatically be promoted into the position and will be placed at Step A of the new salary range or at a step of the new range which is approximately five percent (5%) higher than the employees previous base salary (whichever is higher); but in no case shall the employee be compensated above the top step of the new salary range. The following classifications will be flex positions:

Park Maintenance Tech I	→	Park Maintenance Tech II
Public Works Operator I	→	Public Works Operator II
Staff Assistant	→	Administrative Assistant
Planning Assistant	→	Associate Planner
Accounting Technician I	→	Accounting Technician II
Collection System Operator I	→	Collection System Operator II

11.11 The City shall assume liability for notary duties performed by OCEA members in the scope of their City employment**.**

11.12 New Employee Orientation

This shall apply to new employees hired after the date of the Agreement who are appointed to a classification within this bargaining Unit for which the Teamsters is recognized as the majority representative.

The City agrees to notify the Teamsters via email to the Labor Relations Representative, the time, date, and location of the designated time to meet with the new employee(s) as soon as practically possible and/or will give 10 days' notice if the orientation meeting is known to be scheduled to take place 10 days in advance. The designee will receive up to 30 minutes release time, plus travel to and from the meeting with the new employee.

The City will allow the Labor Relations Representative and/or his/her designee 30 minutes alone to meet with the new employee before or after the orientation meeting or another time that is mutually agreed upon.

The City agrees to provide, via electronic file, the following information for each new employee in the Unit:

Name, job title, department, work location, phone numbers for work, home, and cell, if applicable, personal email and home address.

The City agrees to provide the Teamsters this same information for all bargaining unit employees on or about the 1st of each quarter (January, April, July, and October).

Section 12. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

12.1 The City agrees to continue providing OCEA "Classic Members" with the 2% at 55 formula and employees shall pay the 7% employee contribution. This payment shall be deducted in accordance with IRS code 414(h)(2), making all such payments pre-tax. In addition, "Classic Members" shall have their retirement benefit calculations based off their single highest year.

12.2 Effective January 1, 2013, and upon hire, all new members to the CalPERS Retirement System shall receive the 2% at 62 retirement formula and shall pay 50% of the normal benefit formula and contribution rate and shall have their retirement benefit calculations based off their three (3) highest years.

"New members" shall be defined as an individual who becomes a member of the California Public Employees Retirement System (CalPERS) for the first time or re-enroll on or after January 1, 2013, and who was not an active member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

All members that do not fit into the definition of new members will be considered "Classic Members" of CalPERS.

12.3 The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

Section 13. MEDICAL, DENTAL, LIFE, VISION, AND LONG-TERM DISABILITY INSURANCE

13.1 Medical Insurance

The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance.

The City agrees to contribute the following amounts towards employee and dependent medical insurance, effective May 19, 2015:

Tier 1

	Gold PPO	**HDHP-10%**	**Silver PPO**
EE Only	**100%**	**100%**	**100%**
EE + 1	**$1,240.40**	**$1,158.92**	**$1,399.74**
EE + Family	**$1,510.50**	**$1,403.10**	**$1,766.84**

Tier 2

Health Insurance for represented employees hired by the City on or after October 2, 2018 - City contributions for Tier 2 employees shall be limited to the Silver PPO medical plan for

employee, spouse and/or children at the contribution levels below. Employee only, can elect a different plan but will pay the difference. There shall be no city contribution towards spouse and/or children on any other plan than the Silver PPO.

	Gold PPO	HDHP-10%	Silver PPO
EE Only	**Silver PPO Premium Rate for EE Only**		**100%**
EE + 1	**$0**	**$0**	**$1,399.74**
EE + Family	**$0**	**$0**	**$1,766.84**

If the current plans become unavailable within the above cost parameter, and a substitute plan or plans with comparable benefits and cost are not available, then the OCEA and the City may reopen this issue for negotiation during the term of this Memorandum, and the parties shall then meet and confer as soon as possible in order to mutually attempt to resolve the situation. In addition to the above, the City shall pay for each member the cost of life, vision, and long-term disability insurance.

13.2 Dental Insurance

In addition, the City contributes $66.40 per month towards dental insurance for the employee and their dependents.

13.3 Opt Out

Employees who opt out of the City's medical and dental plans shall receive $300.00 per month and will be paid in the bi-weekly payroll split between 26 pay periods.

13.4 Long-Term Disability

Effective December 1, 1989, the City shall have the carrier of the Long-Term Disability Policy amend its waiting period to 90 calendar days.

13.5 State Disability Insurance (S.D.I.)

Effective on or after April 1, 1991, and pursuant to an Employee State Disability Insurance (S.D.I.) election, OCEA members may participate in the S.D.I. Program.

a) Excluding Vacation from SDI required use of accrued leave.

Leaves of absence will require the full use of accrued sick leave, CTO and Safety Time before SDI may be taken. Vacation time will be excluded from required use.

13.6 Health Insurance Review Committee:

The City agrees to participate in a Joint Health Insurance Review Committee for the purposes of reviewing current insurance health benefits and Enhanced Retirement Benefits. The Human Resource Analyst and up to two (2) representatives from each City employee bargaining group may attend the meetings on behalf of the City of Oroville. The purpose of the Committee is ongoing review of health, dental and vision plans and making recommendations to the City Council, City Administrator and the OCEA members regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the members' normal work hours, nor shall such members receive

overtime or call-back pay for service on the Committee. The Committee shall have access to such non-confidential information as necessary to carry out its purpose.

The Committee will also study PERS, PARS, or Longevity steps for the purposes of enhancing the retirement benefit.

13.7 Approval of Future Plan Changes

a) When the City or OCEA members agree that future changes in the health and dental insurance plan benefits or structure are needed, they shall be approved by a majority of the employees of the City of Oroville who are covered by the plan and who vote on such changes.

b) The Health Insurance Review Committee established in Section 12.4 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the members pursuant to Subsection 12.5 (a). The proposed changes reviewed by the Committee may be initiated by the Committee, by City bargaining units, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered members. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, if the Committee declines to recommend the City proposal to be submitted to a vote of the covered members, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered members, in which case the results of the election shall be final.

Section 14. RECOGNITION FOR LENGTH OF SERVICE

In recognition for many years of continuous service as a City of Oroville employee, effective July 1, 2007, the City shall make an annual award to each qualifying employee in the amounts shown below:

Length of Continuous Service	Annual Award
15 years through 19 years	$150.00 per year
20 years through 24 years	$300.00 per year
25 years through 29 years	$500.00 per year
30 years or more	$600.00 per year

The City Council shall decide on the timing and manner for the award presentations.

Tier 2 employees hired on or after October 2, 2018, will not be eligible for Length of Service Awards.

Section 15. EDUCATIONAL INCENTIVE

15.1 Educational Incentive

All employees shall be eligible upon receipt of pertinent documentation for education incentive pay as follows:

B.A. or B.S. degree $250.00/Mo. unless a B.A. or B.S. degree is one of the qualifying characteristics of the job classification.

A.A. or AS. Degree $125.00/Mo., unless an A.A. or A.S. degree is one of the qualifying characteristics of the job classification.

Employees that obtain 60 units after 07/01/2011 shall be eligible to receive $125.00/mo.

Employees that obtained 60 or less units before 07/01/11 must obtain an A.A. or A.S. degree to be qualified for educational incentives.

15.2 Educational incentive will be paid in the bi-weekly payroll split between 26 pay periods.

Section 16. RANDOM DRUG AND ALCOHOL TESTING

OCEA members agree to the City of Oroville's Substance Abuse Policy and procedures for random drug/alcohol testing, administered by DATCO, as outlined in Exhibit "B". The City may utilize any or all of the following non-regulated testing options: Pre-Employment Drug/Alcohol, random drug/alcohol, reasonable suspicion drug/alcohol; follow-up drug/alcohol; Post-Accident drug/alcohol; return to duty drug/alcohol; and breath alcohol testing.

Section 17. VACATION POLICY

17.1 Every member who, on the most recent anniversary date of employment shall have been in the service of the City for a period of six (6) months or more shall be entitled to a vacation as follows:

Upon six (6) months of employment one (1) week of vacation will be placed in the employee's vacation accrual bank. They employee shall then begin accruing vacation each par period based on the following:

1 through 4 years = 80 hours
5 through 11 years = 120 hours
12+ years = 8 hours for each additional year to a maximum of 160 hours

17.2 Unused Vacation

Unused vacation benefits may be accumulated from prior anniversary years; provided, however, the member shall cease to earn benefits that exceed two (2) times the individual member's annual earned vacation.

A member who has properly attempted to schedule vacation to avoid forfeiture that may be imposed by the accrual ceiling may petition the department head and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The department head has the prerogative to assign the member time off for excess accrual.

17.3 For the purpose of this **Section 17, VACATION POLICY**, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the member actually commenced working for the City.

17.4 A member who on the most recent anniversary date has qualified for a vacation but whose employment is terminated prior to taking such vacation shall be entitled to pay

in lieu thereof. The City shall not pay an amount in excess of the ceiling set forth in **Section 17, VACATION POLICY**, except as provided in Subsection 17.2.

17.5 Conversion of Excess Vacation Carryover Hours to Sick Leave

Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance due to furloughs or denial of time off requests by their supervisor or department head, the excess number of vacation hours may be converted to sick leave hours and credited to the employee's sick leave accumulation balance at the end of the fiscal year. This shall be done at the employee's written request and with notification to the City Administrator or his/her designee.

Section 18. HOLIDAYS – This section will remain the same unless all bargaining units agree to eliminate Lincoln's Birthday to receive New Year's Eve.

18.1 The following holidays shall be observed by the City:

(1) New Year's Day
(2) Martin Luther King Day
(3) Lincoln's Birthday
(4) President's Day
(5) Memorial Day
(6) Juneteenth, June 19
(7) Independence Day
(8) Labor Day
(9) Veteran's Day
(10) Thanksgiving Day
(11) The Day after Thanksgiving Day
(12) Last Day before Christmas Day
(13) Christmas Day

When a designated holiday falls on a Sunday, the following Monday will be observed as the paid holiday in lieu thereof. If the designated holiday falls on a Saturday, the preceding Friday will be observed as the paid holiday in lieu thereof.

18.2 Members shall be credited for each holiday by eight (8) hours of straight time pay.

Section 19. SICK LEAVE

19.1 Sick leave is a privilege which can only be allowed in case of actual sickness or injury by a member or an individual of their immediate family which compels a member to be absent from work. To qualify for sick leave, a member must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with personnel procedures established by the City.

19.2 A member may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is earned at the rate of one (1) workday for each month of service beginning the first of the calendar month following regular probationary employment.

19.3 A member returning to duty after an absence of more than three (3) consecutive workdays without loss of salary on account of sickness or injury shall provide his/her

immediate supervisor, for filing in the member's personnel file, a doctor's certificate verifying the employee was ill or injured.

19.4 A member whose condition is deemed to be permanent and stationary for either on/off duty injuries may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen, and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the injury be job related and rehabilitation period fail and the member return to an industrial leave status, the initial trauma shall be considered in assessing the leave period. This section shall be implemented by an individual agreement between the City and the member and be signed off by the City's physician.

19.5 Sick leave shall not be granted to any member who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.

19.6 Members shall accumulate unused sick leave without limitation as to a maximum number of days.

19.7 Subject to the same requirements of advance notice and approval, a unit member may be granted a maximum of three (3) days leave of absence in any calendar year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member's accumulated sick leave. Personal necessity includes but is not limited to an accident involving the member’s person or property, appearance in court as a litigant or witness under official order. This leave specifically does not include any recreational use or any use related to present or prospective employment.

19.8 As of October 2, 2018, and upon retirement, Tier 1 employees with 5 or more years of service shall be able to convert 100% of his/her accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave hours **or** members may convert accumulated unused sick leave for PERS service credit.

As of October 2, 2018, and upon retirement, Tier 1 employees with less than 5 years of service shall be able to convert up to a maximum of 240 hours of his/her accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave **or** members may convert accumulated unused sick leave for PERS service credit.

As of October 2, 2018, any member hired on or after this date shall be a Tier 2 employee and shall not be able to convert any of his/her accumulated unused sick leave to purchase medical insurance. However, members hired on or after this date shall be able to convert accumulated unused sick leave for PERS service credit.

19.9 A member shall not be required to use any sick leave for any medical and/or dental appointment(s) but may use accumulated vacation time or compensating time off in lieu thereof.

19.10 Notwithstanding anything to the contrary set forth above in this section, the City agrees to amend its contract with PERS to allow sick leave conversion for PERS Retirement Credit. The members have the option of selecting the provisions set forth above in this section or may convert their unused sick leave for service credit upon retirement.

19.11 A member shall not receive any cash payment from the City for unused sick leave upon voluntary or involuntary termination from employment.

Section 20. PERSONAL TIME OFF

Effective 07/01/2011 and on each July first during the term of this contract, all represented employees shall be credited with 24 hours of Personal Time Off (PTO). OCEA member may take PTO to coincide with the holiday season, November 1st through January 1st or other requested time which is approved by their department head. Additionally, OCEA members may be required by their department head to take PTO to coincide with the holiday season. PTO days must be used within the fiscal year they are credited, or the time will be lost.

Section 21. BEREAVEMENT LEAVE

Employees who have completed thirty (30) days of service are entitled to receive up to five (5) days bereavement leave per occurrence, which shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected, and the date of return to City service. This Article shall be administered in a manner consistent with the requirements of AB 1949 (2021-22)

Section 22. MATERNITY LEAVE

Maternity leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6 as currently in effect and/or amended.

Section 23. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State law. All members entitled to military leave shall give the City Administrator an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Section 24. APPROVED LEAVE OF ABSENCE WITHOUT PAY

The City Administrator at his/her unrestricted discretion, may grant a regular or probationary member leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months, the leave of absence may be extended up to twelve (12) months by the City Administrator. Longer leaves of absence shall be approved by the City Council. No such leave shall be granted except upon written request and approval in writing. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the member shall be reinstated in the position held at the time leave was granted. Failure on the part of a member on leave to report promptly at its expiration shall be deemed to be a resignation and said member shall be notified of such resignation in writing.

If the approved leave of absence is for more than thirty (30) days, the member:

a) Shall not accrue seniority or employee benefits of any kind.
b) Shall be responsible for the full payment of the monthly cost of any premiums for health, life, or long-term disability insurance plans if the member desires to retain the coverage afforded by such plans.

Section 25. JURY DUTY

A member who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of a member while being interviewed for or while serving on jury duty. Jury fees collected shall be turned over to the Finance Department to help defray members' costs while on jury duty.

Section 26. BULLETIN BOARDS

A reasonable amount of space shall be provided on the bulletin board in the member's lounge, upon which the OCEA may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to members and OCEA affairs.

Section 27. PAYROLL DEDUCTIONS

27.1 OCEA Dues

It is agreed that the City, during the terms of this Memorandum, shall deduct from each member's paycheck OCEA dues. The authorized OCEA dues amount will be remitted in one (1) check to the OCEA. The OCEA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this section.

Section 28. DISCIPLINE

28.1 Discipline

The City may discharge or suspend from employment any member who has completed the specified probationary period for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to:

A. Misstatement of facts during the hiring process.
B. Falsification of any entry on a City document (e.g., timecard, expense report).
C. Disclosure of confidential information.
D. Insubordination or willful disobedience.
E. Incompetence, inefficiency, or unsatisfactory job performance.
F. Discriminatory, discourteous, or unbecoming behavior.
G. Theft, misuse, or unauthorized use or possession of City property.
H. Dishonesty.
I. Misconduct (e.g. any behavior that brings harm or discredit to the City.
J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business.
K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other convictions of or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City.
L. Excessive absence or tardiness.
M. Absence without approved leave.
N. Violation of City rule, policy, or procedure; (e.g. violence in the workplace policy, unlawful harassment, etc.)
O. Soliciting outside work from personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City;

participating in any outside employment that adversely affects the employee's city work performance; and engaging in unauthorized outside employment.

P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

In the event a member feels the discharge or suspension is not for cause, the OCEA shall have the right to appeal the case through the grievance procedure.

Probationary members may be discharged for any reason, which in the sole discretion of the City is just and sufficient and such discharge shall not be subject to appeal.

28.2 Preliminary Notice of Disciplinary Action

Whenever a disciplinary action is proposed to be taken against a member, the member shall be notified in writing. Such notification shall include but is not limited to:

a) A statement of the disciplinary action taken against the member.
b) A summary of the facts upon which the disciplinary action is based.
c) A statement advising the member that written notice of the disciplinary action is to be placed in the member's official personnel file and that the member shall have the right to appeal under the grievance procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the member by certified mail, return receipt requested, addressed to the last address which the member has furnished the City.

28.3 <u>Presumption of Delivery</u>

Any written notice shall be conclusively presumed delivered to the member on the date the written notice is personally served on the member. In the event that any notice is sent to a member by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the member on the date the receipt was signed. In the event the certified mail is refused, or in the event the member is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returned the certified mail to the return address.

28.4 RESPONDING TO PROPOSED DISCIPLINE

a. An employee who receives a written reprimand that will be placed in their personnel file has the right to draft and, within 30 days, submit a response to the reprimand. The City Administrator shall review the written reprimand and response and may review any supporting materials or make whatever further inquiry he or she deems necessary. The City Administrator has full discretion to uphold, amend or alter the written reprimand and the determination of the City Administrator shall be final.

b. An employee who is subject to disciplinary action involving a loss of pay, suspension, demotion or termination of employment shall have the right, within five (5) workdays after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the

employee's representative with the employee's consent with the City Personnel Director.

c. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

d. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The “Skelly Officer” shall, with the exception of the Police Chief, be a different department head than the one proposing the discipline. The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline. The “Skelly Officer’s decision shall be in writing.

e. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action. The final Notice of Disciplinary Action shall advice the member that the discipline is to be placed in the members’ official personnel file and shall advise the member of any appeal rights available to the member as set forth in Article 28.6 Grievance Procedures, or other applicable appeal rights available to the employee provided for in this Memorandum of Understanding.

28.5 Removal of Disciplinary Documents and Submission of Written Rebuttals

a) The parties agree that Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands are the first steps of progressive discipline.

b) Upon the request of an employee, a written reprimand, counseling memorandum or letter of instruction may be removed from an employee’s personnel file one year from date of issue. The decision to remove such materials shall be solely within the discretion of the Department Head.

This provision does not apply to disciplinary suspension, demotion, termination, workplace violence or sexual harassment if an employee has been found to be in violation of these items.

c) An employee has the right to provide a written rebuttal to any of the above within thirty (30) days of receipt of the documentation which will be attached to the original document and placed in the employees official personnel file(s) in the Personnel Department.

28.6 Appeals of Discipline for Permanent Members

a) Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, a disciplinary action involving a loss of pay, suspension, demotion or termination of employment may be appealed to advisory arbitration by following the procedures in Article 29.2, Step 4 (below). Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within the required time period, the disciplinary action shall become final and there shall be no further appeal.

b) An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.

c) The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.

d) The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

28.7 Timeframes are Jurisdictional

An employee's failure to adhere to any timeframe provided for in this section or in the Articles Governing Arbitration shall be deemed to be an abandonment of the appeal, shall terminate the appeal process and no further appeal steps shall be available.

Section 29. GRIEVANCE AND ADVISORY ARBITRATION PROCEDURES

29.1 A grievance shall be defined as a dispute concerning the application of the City of Oroville Personnel Rules and Regulations: Rule 5, Section 5.5; Rule 11; and Rule 14, or a matter involving the interpretation of the alleged violation of any provisions of this Memorandum, other than appeals subject to the foregoing Section 27.6.

29.2 There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday excluding City holidays.

Step 1: A member's grievance must be submitted to the immediate supervisor within fifteen (15) calendar days from the date the grievance is first known, or the grievance is waived. The immediate supervisor should give an answer to the member by the end of the fifth (5th) calendar day following the presentation of the grievance. If the answer does not resolve the grievance or if an answer is not given, the member may proceed to Step 2.

Step 2: If the grievance is not resolved in Step 1, the OCEA Representative may, within five (5) calendar days after the written reply of Step 1, request a meeting with the department head or his/her designee. Such meeting shall be held at a mutually agreeable time to review, discuss, and attempt to resolve the grievance. Such meeting will take place within ten (10) calendar days after the date of the written reply of Step 1.

Step 3: If the grievance is not resolved in Step 2, the OCEA Representative may, within five (5) calendar days after the Step 2 meeting, request a meeting with the City Administrator. Such meeting will be held at a mutually agreeable time to review, discuss, and attempt to resolve the grievance. Such meeting will take place within ten (10) calendar days from the date of the Step 2 meeting.

Step 4: (a)If the grievance is not resolved in Step 3, Step 4 shall be referral by either the City or OCEA to advisory arbitration. Step 4 shall be taken within twenty (20) calendar days after the date of the written reply of Step 3.

(b) Upon receipt of request by the OCEA to submit a grievance to advisory arbitration, an arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written request. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator. Failure to participate in the selection process within the timeframe or pursuant to an extension mutually agreed to between the Parties shall constitute an abandonment of the appeal. The first party to strike a name shall be determined by lot. The costs of advisory arbitration shall be borne equally by the City and the OCEA. The City and the Association shall pay the compensation and expenses for their respective witnesses. At OCEA's request, the City shall release members from duty to participate in arbitration proceedings.

(c) The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator deems necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The arbitrator shall submit his/her findings and recommendations in writing to the City, the OCEA and the grievant.

(d) City Council Review – The City Council may approve, modify, or reverse the finding of the arbitrator , provided that such decision does not in any way add to, disregard, or modify any of the provisions of this Memorandum. Prior to modification or reversal of the arbitrator's findings and/or recommendations the grievant and/or his/her representative shall be allowed to be heard by the City Council and a modification or reversal is only done by a super majority vote of the City Council. Any decision rendered by the City Council shall be made within twenty-eight (28) calendar days of the receipt of request, unless extended by the City Council, but in no event more than 45 calendar days.

(e) Failure by either the City or the OCEA to meet any of the aforementioned time limits as set forth in Subsections 28.2(1), 28.2(2), 28.2(3), 28.2(4a), or 28.2(4b) will result in forfeiture by the failing party; except however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum, nor shall such settlements be cited by either the City or the OCEA as evidence in the settlement of subsequent grievances.

(f) Notwithstanding the aforementioned procedure, any individual member shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the OCEA, and be given the same opportunity to have the arbitrator hear and rule on grievances as prescribed in 4(b) and 4(c) provided that the adjustment shall not be inconsistent with the Memorandum and further provided that the OCEA's President shall be given an opportunity to be present at such adjustment.

29.3 Time limits as set forth above may be extended by mutual agreement between the City, the member, or the OCEA, but neither the City nor the OCEA member shall be required to agree

except in the case of the temporary absence of the City Administrator. In such case, the time limits will commence with the first day of the return to work of the City Administrator. All meetings will be conducted in Oroville.

29.4 If the member or the OCEA does not submit the grievance to the next step or meets within the time limits specified, then the grievance will be considered automatically withdrawn. If, after Step 1, management does not reply in a timely manner or meet within the time limits specified, then the grievance may be processed by the member to the next higher level if so, requested by the member or the OCEA.

Section 30. PEACEFUL PERFORMANCE

The parties to this Memorandum recognize and acknowledge that the services performed by the members covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. OCEA agrees that under no circumstances during the term of this Agreement will the OCEA recommend, encourage, cause or permit its members to initiate, recognize, participate in, nor will any member take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppages), in any office or department of this City, not to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said stoppage has ceased.

Section 31. SAVINGS CLAUSE

It is understood that this Memorandum is subject to all applicable Federal and State Laws, City Ordinances and Regulations of the City Charter. Where there is a conflict between the City Charter, City Code and/or this Memorandum of Understanding, the City Charter shall control over the City Code and/or the Memorandum of Understanding, and the City Code shall control over the Memorandum of Understanding. If any part or provision of this Memorandum is in conflict or inconsistent with the above-entitled laws or regulations, or otherwise held to be invalid by a court of competent jurisdiction, such invalidation of such portion of the Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. In the event any portion of this Memorandum is in conflict with any non-negotiated policy, procedure, manual or directive, the provisions of this memorandum shall prevail.

The above section shall only apply to Laws, Ordinances, Regulations and Charter that are in place at the time of the ratification of this Memorandum. No new statues shall impair an existing contract, unless otherwise required.

Section 32. NOTICE OF CHANGES, REVISIONS AND/OR NEW ITEMS

The City will provide the OCEA with ten (10) working days written notice of any changes, revisions or new items which effects any ordinance, rule, regulation, policy, procedure, or resolution directly relating to matters within the scope of representation proposed to be adopted by the City Council and shall be given the opportunity to meet and confer with the City prior to adoption.

Section 33. CODE OF ETHICS

Association members shall abide by the Code of Ethics attached hereto as Exhibit “C”.

Section 34. ALL PAYMENTS TO BE BI-WEEKLY

The City shall provide all payments on a bi-weekly schedule to simplify payroll distribution and CalPERS reporting. This means that where a payment is identified in this MOU as a monthly benefit or described other than on a bi-weekly schedule, it shall be paid in a manner that is consistent with and prorated to the bi-weekly pay periods of the City.

Section 35. TERM AND OPENING CLAUSE

This Memorandum of Understanding shall commence upon ratification and adoption and shall continue in full force and effect until 12/31/2026. This agreement shall remain in full force and effect until a new Agreement is signed by the parties herein.

With Respect to negotiable wages, hours and working conditions not covered by this Agreement, the City of Oroville agrees to make no changes without prior agreement with the Association.

This Memorandum recommended to the City Council of the City of Oroville on April 16, 2024**.**

OCEA	**CITY OF OROVILLE**
Rick Seals, OCEA President	**David Pittman, Mayor**
	Attested:
Derek Hawley, OCEA Representative	**Brian Ring, City Administrator**
	Approved as to Form:
Sharen Lindberg, OCEA Secretary	**Scott E. Huber, City Attorney**

EXHIBIT "A"

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **LIZ EHRENSTROM, HUMAN RESOURCE MANAGER**
BRIAN RING, CITY ADMINISTRATOR

RE: **CONSIDER AND ADOPT A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT ASSOCIATION**

DATE: **APRIL 16, 2024**

SUMMARY

The City Council will consider and adopt the new amended and restated Memorandum of Understanding between the City of Oroville and the Oroville Management Association (OMA).

DISCUSSION

City staff has been meeting with the Oroville Management Association (OMA) and OMA's Teamsters Local 137 representatives to negotiate a successor Memorandum of Understanding. The Parties have come to an overall tentative agreement. Highlights of the agreement include the following:

Term: 3 years January 1, 2024 through December 31, 2026

Salary:

- Compensation Study:
  - Revised Salary Tables based on Market Study
  - Employees that are above Market are Y-rated and receive a one-time payment of up to 3% payment in lieu of a COLA for 2024.
  - Employees that are still over-market in years 2025 & 2026 will not receive a COLA until they are no longer over-market. In lieu of COLA over-market employees are eligible for one-time payments until such time as they are no longer over-market.
  - Below market employees that receive less than 6%, market adjustment plus COLA, will be advanced one salary step. In no event will an employee be paid more than the maximum rate of the applicable salary table.

- Cost of Living Adjustments (COLA):
  - January 1, 2024 - 3% increase to salary table for positions not Y-Rated (effective January 1, 2024)
  - January 1, 2025 - 3% minimum, 5% maximum increase to salary table for positions not Y-Rates (based on consumer price index).
  - January 1, 2026 - 3% minimum, 5% maximum increase to salary table for positions not Y-Rated (based on consumer price index).

Medical Premiums: Increase to employer share of premiums for dependent plans for employees hired before October 1, 2016

- EE + 1 Gold PPO to $1240.40/month, HDHP to $1158.92/month, Silver to $1399.74/month
- EE + Family Gold PPO to $1510.50/month, HDHP to $1403.10/month, Silver to $1766.84/month

Increase to employer share of premiums for dependent plans for employees hired on or after October 1, 2016:

EE + 1 Silver to $1399.74/month
EE + Family Silver to $1766.84/month

Admin Leave: 80 hours per year

Holidays: Added 1 Holiday - Juneteenth (June 19)

Bereavement Leave: Modified to conform to current State Law (AB 1949)

Discipline and Arbitration: Changes intended to streamline and clarify discipline and appeals process, align pre-disciplinary due process more closely with legal requirements.

FISCAL IMPACT

Approximate cost of $30,492 and included in this fiscal year's budget.

RECOMMENDATIONS

1. Adopt Resolution No. 9246 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT ASSOCIATION

ATTACHMENTS
Resolution;
Strike through version of Successor Memorandum of Understanding with OMA; and
Clean version of Successor Memorandum of Understanding with OMA.

~~2020~~
~~AMENDED AND RESTATED~~

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE MANAGEMENT ASSOCIATION (OMA)

for the

PERIOD BETWEEN ~~JULY~~ JANUARY 1, ~~2020~~ 2024 to ~~JUNE~~ DECEMBER ~~30~~31, ~~2023~~2026

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. [redacted] adopted at its Regular Meeting of ~~November 17, 2020~~[redacted]; all changes to the terms and conditions of employment for employees in this OMA represented bargaining unit included in this MOU shall become effective on the date of Council approval of this Resolution, unless another effective date is specified in the MOU.

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Exhibit A . . . . . Attachment

Section 1 RECOGNITION OF OROVILLE MANAGEMENT ASSOCIATION

The City of Oroville Recognizes the Oroville Management Association (OMA) as the exclusive representative of the members, whether dues paying or non-dues paying, of OMA in Classifications as set forth in attached Exhibit "A". The composition of this unit as reflected in Exhibit A was revised effective ~~July 1, 2017~~January 1, 2024.

The City agrees to allow each OMA member a total of four (4) hours of release time per calendar year to attend quarterly OMA meetings. The above release time can only be used in one (1) hour blocks. Use of the release time must have the prior approval of the member's department head well in advance of the meeting. If, in the sole discretion of the member's department head, the use of the release time will disrupt City operations, release time will be denied. Such release time can only be used for attendance at the quarterly meetings and shall not rollover into the next calendar year if not used.

As used in this MOU, the terms "member" or "employee" shall mean a City employee in the bargaining unit represented by OMA.

Section 2 SCOPE OF REPRESENTATION

The scope of representation of the meeting and conferring shall include those matters as set forth in California Government Code Section 3500 et seq.

Section 3 MAINTENANCE OF BENEFITS

It is understood and agreed that there exists within the City, certain Personnel Rules, policies, and benefits regarding members covered by this Memorandum. In the event of proposed changes to City Personnel Rules and Regulations, the OMA shall be advised, for the purpose of enabling the City and the OMA to meet and confer with respect to any proposed changes. The City shall not have the right to change said Personnel Rules and Regulations which contravene specific provisions of this Memorandum without first meeting and conferring with the OMA.

Section 4 CITY RIGHTS AND RESPONSIBILITIES

The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote

and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

Section 5 SENIORITY

5.1 If performance, merit and ability are equal, then length of service within a Classification and higher Classifications shall be the determining factor in temporary appointments, layoffs, and rehire. A member whose job is being eliminated may elect to displace a member in a lower paid Classification if the member is qualified to perform the duties of the lower Classification, and if the member's length of service within the Department is greater than that of the member in the lower Classification.

5.2 Seniority shall be terminated by:

1. Discharge for cause
2. Voluntary termination
3. Retirement
4. Seniority shall not accrue for the term of any suspension or for leaves without pay in after of thirty (30) days.

5.3 Reduction in Forces:

In reduction of forces due to slackness of work or insufficient funds, the last member hired within the affected department shall be the first laid off; provided however, that the remaining members are qualified to perform the available work. In rehiring, the last member laid off shall be the first member rehired if said rehiring occurs with a two (2) year period from time of the member's lay off.

Section 6 PAY FOR WORK IN A HIGHER JOB CLASSIFICATION

6.1 A member assigned to temporary duties of thirty (30) days or less within a calendar year in a higher job Classification, shall not receive the pay of the higher job Classification.

6.2 ~~A member who accrues a total of more than thirty-one (31) days in a calendar year of temporary duties shall receive 5% above their base pay retroactively for all days so worked in a higher Classification~~At the time of assignment, the member shall immediately receive 5% above base pay..

6.3 If it is known at the time of assignment that the member will be assigned to duties in a higher job Classification for more than thirty-one (31) days, the member shall immediately receive 5% above base pay.

Section 7 COMPENSATION AND RETIREMENT

7.1 SALARY

Salary ranges for represented classifications shall be as specified on Exhibit B. Employees shall be placed on the new salary table at the step closest to their current salary, but not less. (first step).

Both parties agree that the City shall have the right to reinstitute the Tier two Salary Schedule as exhibit ~~and~~ C and include the same top step and bottom step as Exhibit B but with additional steps with 2.5% between each step. ~~two tiers~~ Tier two would be for new hires after date of implementation only. Tier two may only be reinstituted in an effort to mitigate layoffs during layoff impact meet and confer, if layoffs become necessary. ~~— one for employees hired before September 18, 2018, and a second tier for employees hired on or after September 18, 2018.~~ Salary Increases during the term of MOU:

~~Safety: Misc: New Salary Range 07/01/20 4% 07/01/20 4% 07/01/20~~
~~4% 07/01/21 3% 07/01/21~~
~~4% 07/01/22 3% 07/01/22~~

Compensation Study:

Negotiated equity increases to be implemented over multiple years, (See exhibit B).

Y-Rated Employees

Y-rated employees to receive one-time distribution of up to 3% in lieu of COLA each year of MOU as follows:

Example 1 – Employee is 2 % over market – Employee to receive 1% COLA and 2% one-time distribution.

Example 2 – Employee is 5% over market – Year 1 the employee to receive 3% one-time distribution and 2% over Y-rate status will carry over to the next year. Year 2 the employee will receive a 2% one-time distribution and the negotiated Year 2 COLA reduced by 2%. Year 3 employee is no longer Y-rated and will be eligible for the negotiated Year 3 COLA.

Cost-Of-Living Adjustments (COLA):

- Effective January 1, 2024, the City shall implement a 3% salary increase to the salary table, (Step 2).
- Effective January 1, 2025, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%.
- Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%.
- Cost-of-Living Adjustments (COLA) for calendar years 2025 & 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

7.2 Salary Re-Openers: The City or OMA proposes a re-opener on salaries if a 1% decrease in the prior years audited actual core revenue base compared to the prior year or if a 5% increase in the prior years audited actual core revenue base compared to the prior year. These core revenue triggers would be negotiated, and any change would go into effect the following July 1st.

Total City of Oroville Core Revenue Base: Property Tax, Sales & Use Tax, Transient Occupancy Tax, Utility User Tax, Franchise Tax, and Motor Vehicle in Lieu.

7.3 In the case of federal, state or local emergencies, if required to work in excess of normal duty hours, the OMA member may be eligible for reimbursement should the City bill for, and receive, reimbursement for their work performed during such emergencies. Such reimbursement will only occur after the City receives compensation. The rate of reimbursement will be the salary rate billed by the City for the OMA member. Any reimbursement in excess of the normal salary of the OMA member will be retained by the City.

7.4 No salary advancement shall be made so as to exceed a maximum rate established in the plan for the class to which the employee's position is allocated unless approved by a majority of the City Council and a new rate established. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of one's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. Full-time, part-time or probationary employees may be considered eligible for merit increases in salary according to the following schedule:

7.4.1 The letters A, B, C, D, E, F, G and H, respectively, denote the various progressive steps in the salary range. However, some bargaining units may not have all 8 steps. See individual bargaining unit Memorandum of Understandings for appropriate step ranges, which prevail over the City of Oroville Personnel Rules and Regulations. Employees will normally be hired at Step A of the salary range.

7.4.2 Employees may receive salary Step B upon completion of one (1) year of unbroken employment in Step A, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and have successfully passed their probationary period and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.3 Employees may receive salary Step C upon completion of one (1) year of unbroken employment in Step B, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.4 Employees may receive salary Step D upon completion of one (1) year of unbroken employment in Step C, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.5 Employees may receive salary Step E upon completion of one (1) year of unbroken employment in Step D, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.6 Employees may receive salary Step F upon completion of two (2) years of unbroken employment in Step E, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.7 Employees may receive salary Step G upon completion of two (2) years of unbroken employment in Step F, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.8 Employees may receive salary Step H where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

In regard to Steps F, G and H, each department head has the discretion to accelerate these steps to one (1) year in between increases for outstanding performance, upon written recommendation to, and approval by, the Personnel Officer.

7.6 On each July first during the term of this contract, all represented employees who were hired by the City prior to October 1, 2016 shall be credited with 24 hours of Personal Time Off (PTO). Employees may take PTO to coincide with the holiday season, November 1st through January 1st or other requested time which is approved by their department head. PTO days must be used within the fiscal year they are credited, or the time will be lost. Employees who were hired by the City on or after October 1, 2016 are not eligible to receive PTO**.**

7.7 **RETIREMENT BENEFITS**

7.7.1 **Retirement Benefits for Miscellaneous and Safety Members of CalPERS.**

A. Retirement Benefits for Miscellaneous "Classic Members" hired before January 1, 2013. Subsection A applies to miscellaneous classic members hired before January 1, 2013. "Classic Members" shall be defined as individuals who became a member of the public retirement system, for the first time, prior to January 1, 2013.

Benefit Formula: **Classic** Members hired before January 1, 2013, shall be eligible to receive the 2%@55 retirement benefit formula.

Final Compensation: For purposes of determining a retirement benefit, final compensation for classic members covered by this section A shall mean the single highest year of compensation earnable.

Member Contribution: Members covered by this section A shall pay 100% of the required member contribution, which is 7%.

Additional Cost Sharing for 2nd Tier Classic Members Hired by the City on or After October 1, 2016

In addition to paying the required classic member contribution of 7%, members covered by this subsection A who were hired by the City on or after October 1, 2016 shall pay, through payroll deduction, an additional 3% of compensation earnable toward the City's normal cost of pension benefits as permitted by Government Code 20516, for a total of 10%. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. OMA and the City will take all

actions necessary to implement the pension cost sharing agreement described in this paragraph.

B. Retirement Benefits for Miscellaneous New Members Hired on or After January 1, 2013.

Subsection B applies to miscellaneous new members hired on or after January 1, 2013. "New Members" shall be defined as individuals who became a member of the public retirement system for the first time on or after January 1, 2013.

Benefit Formula: New Members hired on or after January 1, 2013, shall be eligible to receive the 2%@62 retirement benefit formula.

Final Compensation: For purposes of determining a retirement benefit, final compensation for new members covered by this subsection B shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

Member Contribution: Members covered by this section shall pay 100% of the required member contribution, which is 50% of the normal costs established by CalPERS.

Additional Cost Sharing for 2nd Tier New Members Hired by the City on or After October 1, 2016

In addition to paying 50% of normal costs as described above, new members covered by this subsection B who were hired by the City on or after October 1, 2016 shall pay, through payroll deduction, an additional 3% of pensionable compensation toward the City's normal cost of pension benefits as permitted by Government Code 20516. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. The OMA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

C. Retirement Benefits for Safety Classic Members Hired before January 1, 2013.

Subsection C applies to safety classic members hired before January 1, 2013. "Classic Members" shall be defined as individuals who became a member of the public retirement system, for the first time, prior to January 1, 2013.

Benefit Formula: Members hired before January 1, 2013 shall be eligible to receive the 2%@50 retirement benefit formula.

Final Compensation: For purposes of determining a retirement benefit, final compensation for classic members covered by this section C shall mean the single highest year of compensation earnable.

Member Contribution: Members covered by this section C shall pay 100% of the required member contribution which is 9%, plus an additional 3% (12%) of pensionable compensation toward the City's normal cost of pension benefits as permitted by Government Code 20516. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. The OMA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

D. Retirement Benefits for Safety New Members Hired on or after January 1, 2013.

Subsection D applies to safety new members hired on or after January 1, 2013. "New Members" shall be defined as individuals who became a member of the public retirement system for the first time on or after January 1, 2013.

Benefit Formula: Members hired on or after January 1, 2013 shall be eligible to receive the 2.7%@57 retirement benefit formula.

Member Contribution: Members covered by this section D shall pay and shall pay 50% of the normal cost, as determined by CalPERS, plus an additional 3% of pensionable compensation toward the City's normal cost of pension benefits as permitted by Government Code 20516. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. The OMA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

Final Compensation: For purposes of determining a retirement benefit, final compensation for safety new members covered by this subsection D shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

7.7.2 The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

7.7.3 OMA members shall pay full employee's share of the PERS contribution 7% for Miscellaneous). As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each member shall pay through payroll deductions the CalPERS contributions described in this Article with state and federal income tax on the CalPERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

7.7.4 It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the California Public Employees' Retirement Law ("PERL"), including the Public Employee Pension Reform Act of 2013 ("PEPRA"), as it May be amended from time to time. In the event that the provisions of PERL/PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PERL/PEPRA shall prevail.

7.8 DEFERRED COMPENSATION

The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan National Deferred, without a City contribution. Effective as of the first City payroll period in July 2001, the City shall offer regular full-time OMA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

Section 8 HOSPITAL MEDICAL BENEFITS

8.1 Health Insurance for represented employees hired by the City before October 1, 2016 - The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance. The City will make contributions to the premiums for employees enrolled in the City's plans, with contributions for premiums for medical and dental plans up to the following amounts:

The City agrees to contribute the following amounts towards employee and dependent medical insurance as follows:

Tier 1

	Gold PPO	**HDHP-10%**	**Silver PPO**
EE Only	100%	100%	100%
EE + 1	~~$906.39~~$1,240.40	~~$879.92~~$1,158.92	~~$853.45~~$1,399.74
EE + Family	~~$1,075.50~~$1,510.50	~~$1041.09~~$1,403.10	~~$1,006.68~~$1,766.84

Tier 2

Health Insurance for represented employees hired by the City on or after October 1, 2016 - City contributions for Tier 2 employees shall be limited to the Silver PPO medical plan for employee, spouse and/or children at the contribution levels below. Employee only, can elect a different plan but will pay the difference. There shall be no city contribution towards spouse and/or children on any other plan than the Silver PPO.

	Gold PPO	**HDHP-10%**	**Silver PPO**
EE Only	Silver PPO Premium Rate for EE Only		100%
EE + 1	$0	$0	~~$853.45~~$1,399.74
EE + Family	$0	$0	~~$1,006.68~~$1,766.84

In the event any other City employee group(s) receives a greater premium amount than stated above, the City agrees to increase health and dental premiums for OMA members to that amount.

If the current plans become unavailable within the above cost parameter, and a substitute plan or plans with comparable benefits and cost are not available, then the OMA and the City may reopen this issue for negotiation during the term of this Memorandum, and the parties shall then meet and confer as soon as possible in order to mutually attempt to resolve the situation. In addition to the above, the City shall pay the cost of life, ~~vision~~vision, and long-term disability insurance.

8.3 Health Insurance Review Committee

The City agrees to participate in a Joint Health Insurance Review Committee for the purposes of reviewing current insurance health benefits and Enhanced Retirement Benefits. The Human Resource Analyst and up to two (2) representatives from each City employee bargaining group may attend the meetings on behalf of the City of Oroville. The purpose of the Committee is ongoing review of health, dental and vision plans and the making of recommendations to the City Council, City Administrator and the OMA members regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. The Committee shall have access to such nonconfidential information as necessary to carry out its purpose.

8.3 I.R.C. SECTION 125 COLLABORATION

Effective January 1, 2001, the City shall implement a premium only, 125 cafeteria plan administered through an approved provider.

8.4 RETIREE MEDICAL

(a) City Paid Medical Benefit After Retirement

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service, or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

ars old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 15 years of service with the City of Oroville, and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 10 years of service with the City of Oroville, and

are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

8.4 The Employer shall maintain the carrier of the Disability Policy's waiting period to 90 calendar days.

8.5 Effective on or after January 1, 1998, and pursuant to an S.D.I. election, unit employees shall have the option to participate in the Employees State Disability Program.

8.6 The parties agree during the term of the agreement to explore alternative providers for insurance.

Section 9 PROFESSIONAL AND EDUCATIONAL INCENTIVES

9. 1 The City will pay the travel and subsistence expenses of Employee for professional and official travel, and meetings necessary and desirable to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to those of the League of California Cities and such other national, regional, state and local government groups and committee thereof which Employee serves as member. Employee shall be subject to the policies on reimbursement for expenses in accordance with IRS Regulations.

9.2 The City will pay for the professional dues and subscriptions of Employee necessary for their continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for their continued professional participation, growth and advancement, and for the good of the employer.

9.3 The City will make available to each member a maximum of $1,500 per fiscal year for tuition reimbursement based upon all of the following criteria being satisfied:

Tuition reimbursement will be provided only under the following circumstances:

1. The member must be taking job-related undergraduate course work provided by a community college, college, or university or other WASC-accredited educational institution, in pursuit of an AA, AS, BA, BS or undergraduate certification. Graduate level course work will not be reimbursed, even if it is related to receiving an undergraduate degree.

2. Prior to enrollment, the member must submit to his/her department head and the City Administrator, a program curriculum outlining all classes needed for the degree for confirmation by the City as follows;

   a. The program curriculum will include classes already passed which relate to the degree or certification.

   b. The program curriculum will indicate how the proposed undergraduate class fulfills the requirement of the undergraduate degree or certification.

3. Prior to reimbursement for the completed class, the member must submit documentation proving class completion with a grade of “B” or higher or a “Pass” grade for Pass/Fail courses and provide receipt indicating the tuition amount and payment thereof by the member.

4. Any tuition reimbursement is subject to available funding in the budget.

Once the member satisfies all the above criteria, the City will reimburse the member for the course. After the member obtains a BA or BS degree, he/she will no longer be eligible for this benefit.

9.4 A member who obtains a master’s degree from a WASC-accredited institution that is not a requirement of their position and provides documented proof of such degree, shall receive an educational incentive equal to 3% of their base salary per month.

9.5 The City shall assume liability for notary duties performed by OMA members in the scope of their City employment.

9.6 Effective January 1, 2016, an employee who obtains or is in possession of post-secondary education or a post-secondary degree (Associate’s or bachelor’s degree) and provides documented proof of such degree, shall receive an educational incentive payment equal to:

60 units/AA/AS	--	$125 per month pay increase;
BA/BS	--	$250 per month pay increase.

In the future, and subject to bargaining between the City and the other bargaining units, the City intends to remove this benefit. On the date that the Education Pay Program is eliminated for all other City employees, it shall automatically be eliminated for the OMA bargaining unit.

Section 10 RECOGNITION FOR LENGTH OF SERVICE

In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the amounts shown below:

Length of Continuous Service	Annual Award
15 through 19 years	$150.00 per year
20 years or more	$300.00 per year

The City Council shall decide on the timing and manner for the award presentations.

The length of service pay provided by this Section 11 shall not apply to employees hired on or after October 1, 2016.

Section 11 VACATION POLICY

11.1 Every member who, on the most recent anniversary date of employment shall have been in the service of the City for a period of six (6) months or more shall be entitled to a vacation as follows:

Upon six (6) months of employment one (1) week of vacation will be placed in the employees vacation accrual bank. They employee shall then begin accruing vacation each par period based on the following:

1 through 4 years = 80 hours
5 through 11 years = 120 hours
12+ years = 8 hours for each additional year to a maximum of 160 hours

~~Every employee who on the most recent anniversary date of employment shall have been in the service of the City for a period of one (1) year or more shall be entitled to a vacation as follows:~~

~~Two (2) weeks (ten (10) working days) with pay if the employee shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.~~

~~Three (3) weeks (fifteen (15) working days) with pay if the employee shall have been in the service of the City for a period of five (5) years or more but less than twelve (12) years prior to such anniversary date.~~

~~11.2 Upon the completion of twelve (12) years of service with the City the employee shall be entitled to one (1) additional day of vacation with pay, and on each anniversary date of service thereafter to a maximum vacation benefit with pay of four (4) weeks (twenty (20) working days).~~

11.2~~3~~ Unused vacation benefits may be accumulated from prior anniversary years. Employees hired by the City prior to October 1, 2016 shall cease to earn vacation benefits upon accumulating banked vacation hours equivalent to three (3) times the employee's annual earned vacation. Employees hired by the City on or after October 1,

2016 shall cease to earn vacation benefits upon accumulating banked vacation hours equivalent to one (1) times the employee's annual earned vacation. Subject to budget constraints or for special circumstances, and with the approval of the Department Head and the City Administrator, accrued vacation may be paid.

11.3~~4~~ For the purpose of this Section, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the employee actually commenced working for such Employer.

11.4~~5~~ An employee who, on their most recent anniversary date, has qualified for a vacation, but whose employment is terminated prior to taking such vacation, shall be entitled to pay in lieu thereof. ~~Normally, the City shall not pay an amount in excess of the ceiling referenced in 12.3.~~

~~11.6 An employee, who, during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days, shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation. Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12 the vacation the employee would have earned had the anniversary year been fully worked.~~

11.5~~7~~ Payout of Excess Vacation Carryover Hours

Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance due to the inability to take time off due to workload, denial of time off requests by their supervisor or department head, the excess number of vacation hours shall be paid to the employee at the end of the calendar year.

Section 12 ADMINISTRATIVE LEAVE

All Oroville Management Association (OMA) ~~members who were hired by the City prior to September 18, 2018,~~ are eligible for ~~69~~ 80 hours per fiscal year of Administrative Leave to compensate for time worked in addition to normal work hours. Members shall have the option to cash out up to 20 hours of administrative leave per fiscal year. Such leave may be taken upon approval of the Department Head, any time after it has been earned.

~~Employees who were hired by the City on or after September 18, 2018 are eligible for 24 hours per fiscal year of Administrative Leave to compensate for time worked in addition to normal work hours. Such leave may be taken, upon approval of the Department Head, any time after it has been earned.~~

Section 13 HOLIDAYS

13.1 The following shall be paid holidays to all employees:

(1) New Year's Day, January 1
(2) Martin Luther King Day, January
(3) Lincoln's Birthday, February 12
(4) President's Day, 3rd Monday in February
(5) Memorial Day, last Monday in May
(6) Juneteenth, June 19
(7~~6~~) Independence Day, July 4
(8~~7~~) Labor Day, the 1st Monday in September
(9~~8~~) Veteran's Day, November 11
(10~~9~~) Thanksgiving Day, 4th Thursday in November
(11~~0~~) The day after Thanksgiving
(12~~1~~) The last working day before Christmas
(13~~2~~) Christmas Day, December 25

13.2 Employees shall be compensated for each holiday based on the amount of time in the regularly assigned shift on the holiday. If a holiday falls on an employee's regularly scheduled day off, the employee may flex the holiday to a workday during the same pay period. The specific workday selected is subject to approval by the employee's supervisor.

13.3 Subject to concurrence of all other City employee Associations, City and OMA agree to exchange Lincoln's Birthday (February 12) for New Years' Eve Day (December 31).

Section 14 SICK LEAVE ACCUMULATION

14.1 Sick leave is a privilege which can be allowed only in case of actual sickness or injury of such employee or of a member of the immediate family which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the Department Head.

14.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of one (1) workday for each month of service beginning the first calendar month following regular probationary employment.

14.3 An employee returning to duty after an absence of more than ~~two (2)~~three (3) consecutive days without loss of salary resulting from sickness or injury may be required to provide the immediate supervisor, for filing in the employee's personnel file, a doctor's certificate ~~or personal affidavit~~ showing the nature of the sickness or injury.

14.4 Employees shall accumulate unused sick leave without limitation as to a maximum number of days.

14.5 Sick Leave Conversion: An employee represented by the Association and hired by the City prior to October 1, 2016 who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based such leave dollar value at the time of retirement. Employees hired by the City on or after October 1, 2016 are not eligible to convert accumulated sick leave to purchase medical insurance at retirement.

~~14.6 For employees hired by the City prior to October 1, 2016, the City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January/June, July/December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established. Employees hired on or after October 1, 2016 shall not be eligible to receive any extra day of vacation under this section, regardless of their attendance record.~~

14.6~~7~~ Notwithstanding anything to the contrary set forth above in this section, the City agrees to amend its contract with PERS to allow sick leave conversion for PERS Retirement Credit. The members have the option of selecting the provisions set forth above in this section or may convert their unused sick leave for service credit upon retirement.

Section 15 LEAVES OF ABSENCE

15.1 Bereavement Leave:

Employees who have completed thirty (30) days of service are entitled to receive up to five (5) days bereavement leave per occurrence, which shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected, and the date of return to City service. This Article shall be administered in a manner consistent with the requirements of AB 1949 (2021-22).~~Employees hired by the City prior to October 1, 2016 who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave, for members of the employee's immediate family, as defined below. Employees hired by the City on or after October 1, 2016 who have completed six (6) months of service are entitled to receive up to three (3) days bereavement leave, for members of the employee's immediate family, as defined below. Bereavement leave shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death of an immediate family member appears imminent, as determined by the attending physician. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected and the date of return to City service. Immediate family: the following members of an employee's family: spouse, registered domestic partner, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in- law, including domestic partner in-laws~~.

15.2 Maternity Leave - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6 as currently presented and/or amended.

15.3 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations, to determine when such leave shall be taken.

15.4 Approved Leave of Absence without Pay:

The Department Head, at his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months, the leave of absence may be extended up to twelve (12) months by the City Administrator. Longer such leaves of absence shall be approved by the City Council. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is for more than thirty (30) days, the employee:

A. Shall not accrue seniority or employee benefits of any kind.

B. Shall be responsible for the full payment of the monthly cost of any premiums for health, life or long-term disability insurance plans if the employee desires to retain the coverage afforded by such plans.

15.5 Safety Incentive Program

Employees hired by the City on or after October 1, 2016 shall not be eligible to participate in the City's Safety Incentive Program and will not accrue safety incentive comp time.

Section 16 JURY DUTY

Every employee of the City who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. No

deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury. Jury fees, other than military, collected by employee shall be turned over to the Finance Department to help defray employee costs while on jury duty.

Section 17 RANDOM DRUG AND ALCOHOL TESTING

Employees agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OMA without written mutual agreement of the parties.

Section 18 INJURY ON AND OFF THE JOB

Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined an acceptable assignment and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision.

Section 19 BULLETIN BOARD

A reasonable amount of space shall be provided on the bulletin board in the lounges, upon which the Association may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to employee and Association affairs.

Section 20 PAYROLL DEDUCTIONS

It is agreed that the City, during the term of this Memorandum, shall deduct dues in an amount authorized and remit the total to the Association in one check. The Association shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

Section 21 INJURIES IN THE COURSE OF EMPLOYMENT

21.1 Applicability of this Section: The provisions of this Section shall apply only to those industrial injury cases which the City Administrator, designee, or the Workers' Compensation Appeals Board determines to be compensable and only for such period of time as the Workers' Compensation Laws of the State of California

require payment for temporary disability and shall cease when a person leaves City service other than by disability retirement.

21.2 All members of the OMA (not covered by Section 4850 of the Labor Code), in the event of time lost to an industrial injury or illness, which renders the employee unable to work in their position or an available light duty position, shall continue at full salary for a period of one (1) year with no charge to accrued sick leave or accrued vacation. The employee so disabled shall make diligent efforts to secure available sources of income (Workers' Compensation benefits, SDI, disability insurance, etc.) These alternative sources of income shall serve as an offset of the City's obligation to pay the employee's full salary. In no event shall an employee receive more than full salary. This section (22.2) does not apply to retired members.

21.3 Eligibility under this Section: All City Employees who have satisfactorily passed the physical examination as required by these rules shall be eligible.

Leave with Pay for Medical Treatment

A. Leave with pay for medical treatment authorized by the Personnel Employee may be permitted for short periods of time when temporary disability payments pursuant to this Section of Labor Code are not made.

B. The employee shall notify the City by Registered Mail of his/her address if changed from the address in the employee's personnel record, or if changed at any time during this leave of absence. The employee shall give the City reasonable notice in advance of the date of his/her return to work and shall, upon return to work and shall, upon return to work, be assigned his/her former position or comparable position. The employee shall be physically able to perform the duties of his/her former position in order to be returned to work, but the City shall make reasonable effort to place the employee in a position in which the employee is capable of performing at the same standard as other employees in that classification.

C. An employee whose condition is deemed to be permanent and stationary may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the rehabilitation period fail and the employee return to an industrial leave status, the initial trauma shall be considered in assessing the leave period.

D. This Section shall be implemented by an individual agreement between employer and employee and be signed off by the City's Physician.

Section 22 DISCIPLINE

22.1 The City may discharge, demote or suspend for cause any employee who has completed the specified probationary period. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

A. Misstatement of facts during the hiring process;
B. Falsification of any entry on a City document (e.g., timecard, expense report)
C. Disclosure of confidential information;
D. Insubordination or willful disobedience;
E. Incompetence, inefficiency, or unsatisfactory job performance;
F. Discriminatory, discourteous or unbecoming behavior;
G. Theft, misuse, or unauthorized use or possession of City property;
H. Dishonesty;
I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
L. Excessive absence or tardiness;
M. Absence without approved leave;
N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment.
P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

In the event a member feels the discharge or suspension is not for cause, the OMA shall have the right to appeal the case through the grievance procedure. Probationary employees may be discharged for any reason and without cause.

22.2 Preliminary Notice of Disciplinary Action

Whenever a disciplinary action is proposed to be taken against a member, the member shall be notified in writing. Such notification shall include but is not limited to:

a) A statement of the disciplinary action taken against the member.
b) A summary of the facts upon which the disciplinary action is based.
c) A statement advising the member that written notice of the disciplinary action is to be placed in the member's official personnel file and that the member shall have the right to appeal under the grievance procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the member by certified mail, return receipt requested, addressed to the last address which the member has furnished the City.

22.3 Presumption of Delivery

Any written notice shall be conclusively presumed delivered to the member on the date the written notice is personally served on the member. In the event that any notice is sent to a member by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the member on the date the receipt was signed. In the event the certified mail is refused, or in the event the member is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returned the certified mail to the return address.

22.4 RESPONDING TO PROPOSED DISCIPLINE

A. An employee who receives a written reprimand that will be placed in their personnel file has the right to draft and, within 30 days, submit a response to the reprimand. The City Administrator shall review the written reprimand and response and may review any supporting materials or make whatever further inquiry he or she deems necessary. The City Administrator has full discretion to uphold, amend or alter the written reprimand and the determination of the City Administrator shall be final.

B. An employee who is subject to disciplinary action involving a loss of pay, suspension, demotion or termination of employment shall have the right, within five (5) work days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Personnel Director.

C. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

D. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The "Skelly Officer" shall, with the exception of the Police Chief, be a different department head than the one proposing the discipline. The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline. The "Skelly ~~Officer"'s~~Officer's decision shall be in writing.

E. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action. The final Notice of Disciplinary Action shall advice the member that the discipline is to be placed in the members' official personnel file and shall advise the member of any appeal rights available to the member as set forth in Article

28.6 Grievance Procedures, or other applicable appeal rights available to the employee provided for in this Memorandum of Understanding.

22.5 Removal of Disciplinary Documents and Submission of Written Rebuttals

a) The parties agree that Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands are the first steps of progressive discipline.

b) Upon the request of an employee, a written reprimand, counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue. The decision to remove such materials shall be solely within the discretion of the Department Head.

This provision does not apply to disciplinary suspension, demotion, termination, workplace violence or sexual harassment, if an employee has been found to be in violation of these items.

c) An employee has the right to provide a written rebuttal to any of the above within thirty (30) days of receipt of the documentation which will be attached to the original document and placed in the employees official personnel file(s) in the Personnel Department.

22.6 Appeals of Discipline for Permanent Members

a) Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, a disciplinary action involving a loss of pay, suspension, demotion or termination of employment may be appealed to advisory arbitration by following the procedures in Article 29.2, Step 4 (below). Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within the required time period, the disciplinary action shall become final and there shall be no further appeal.

b) An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.

c) The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.

d) The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

22.7 Timeframes are Jurisdictional

An employee's failure to adhere to any timeframe provided for in this section or in the Articles Governing Arbitration shall be deemed to be an abandonment of the appeal, shall terminate the appeal process and no further appeal steps shall be available.

~~22.2 Presumption of Delivery: Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the employee. In the event that any notice is sent to an employee by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the return address.~~

~~22.3 Departmental Action Prior to Imposition of Discipline: Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against employees with regular status, the Department Head or person authorized by him shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to the Department Head or designee proposing the disciplinary action prior to the effective date of such disciplinary action.~~

~~22.4 Notice of Disciplinary Action: Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include, but is not limited to:~~

~~1. a statement of the disciplinary action to be taken against the employee,~~

~~2. a summary of the facts upon which the disciplinary action is based,~~

~~3. a statement advising the employee that written notice of the disciplinary action is to be placed in his/her official personnel file and that the employee has the right to appeal under the Grievance Procedure as set forth in this Memorandum of Understanding.~~

~~The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, addressed to the last address which the employee has furnished the City.~~

~~22.5 Appeals of Discipline for Permanent Members:~~

~~A member may appeal a disciplinary action by filing a grievance at Step 3 of the Grievance procedure within ten (10) days of receiving the notice of disciplinary action.~~

Section 23 GRIEVANCE AND ADVISORY ARBITRATION PROCEDURES

Except Personnel Rules 1, 3, 4, 5, and any other provisions of the Personnel rules which fall within the definition of a management right, a grievance shall be defined as a dispute concerning the application of the City of Oroville's Personnel Rules and Regulations or a matter involving the interpretations or the alleged violation of any provisions of this Resolution, other than appeals subject to the foregoing Section 14.

There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday, excluding City Holidays.

Step 1: A member's grievance must be submitted to the immediate supervisor within fifteen (15) calendar days from the date the grievance was first known, or the grievance is waived. The immediate supervisor should give an answer to the member by the end of the fifth (5th) calendar day following the presentation of the grievance. If the answer does not resolve the grievance or if an answer is not given, the member may proceed to Step 2.

Step 2: If the grievance is not resolved in Step 1, the OMA representative may, within five (5) working days after the written reply of Step 1, request a meeting with the Department Head or his designee. Such meeting to be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) working days after the date of the written reply of Step 1.

Step 3: If the grievance is not resolved in Step 2, the OMA representative may within five (5) working days after the Step 2 meeting, request a meeting with the City Administrator or his/her designee. Such meeting will be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) working days from the date of the Step 2 meeting.

Step 4a: If a grievance is not resolved in Step 3, the fourth step shall be referral by either the City or the OMA to advisory arbitration. The fourth step shall be taken within twenty (20) workdays of the date of the answer in Step 3.

Step 4b: Upon receipt of request by OMA to submit a grievance to advisory arbitration, an arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written request. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining

name shall be the selected arbitrator. Failure to participate in the selection process within the timeframe or pursuant to an extension mutually agreed to between the Parties shall constitute an abandonment of the appeal. ~~the City will set a day acceptable to both parties. City and the OMA will choose from the State of California Conciliation and Mediation Service an arbitrator to become the individual to hear all cases involving the parties. The parties agree to act expeditiously in the selection of an arbitrator. If the OMA and the City fail to reach mutual agreement on the selection of an arbitrator, each party shall, at a meeting of its representatives, alternately strike a name from the list of arbitrators provided by the SCCMS.~~ The first party to strike a name shall be determined by lot. The costs of advisory arbitration shall be borne equally by the City and the OMA. The City and OMA shall pay the compensation and expenses for their respective witnesses. At the OMA's request, the City shall release members from duty to participate in arbitration proceedings.

Step 4c: The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator appears necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The arbitrator shall submit his/her findings and recommendations in writing to the City and the grievant.

Step 4d: City Council Review – The City Council may approve, modify or reverse the findings of the arbitrator, provided that such decision does not in any way add to, disregard or modify any of the provisions of this Memorandum. Prior to modification or reversal of the arbitrator's findings and/or recommendations, the grievant and/or his/her representative shall be allowed to be heard by the City Council and a modification or reversal is only done by a super majority vote of the City Council. Any decision rendered by the City Council shall be made within twenty-eight (28) calendar days of the receipt of request, unless extended by the city Council, but in no event more than 45 calendar days.

Step 4e: Failure by either party to meet any of the aforementioned time limits as set forth in the section entitled "Grievance Procedure", will result in forfeiture by the failing party; except when the aforementioned time limits are extended by mutual written agreement from both parties. Grievances settled by forfeiture shall not bind either party to an interpretation of this Resolution, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

Step 4f: Notwithstanding the aforementioned procedure, any individual member shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the OMA, and be given the same opportunity to have the Arbitrator hear and rule on grievances

as prescribed in 4(b) and 4(c) provided that the adjustment shall not be inconsistent with the Resolution, and further provided that the OMA's President shall be given an opportunity to be present at such adjustment.

Time limits as set forth above may be extended by mutual agreement between the parties, but neither party shall be required to agree except in the case of the temporary absence of the City Administrator. In such case, the time limits will commence with the first day of their return to work. All meetings will be conducted in Oroville.

If the member or the OMA does not submit the grievance to the next step or meet within the time limits specified, then the grievance will be considered automatically withdrawn. If, after Step 1, management does not reply in a timely manner or meet within the time limits specified, then the grievance may be processed by the member to the next higher level, if requested by the member or the OMA.

Section 24 PEACEFUL PERFORMANCE

The parties of this Memorandum recognize and acknowledge that the services performed by the City Employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. Association agrees that under no circumstances during the term of this agreement will the Association recommend, encourage, cause of permit its members to initiate, recognize, participate in, nor will any member of the bargaining unit take part in any strike, sit down, stay in, sickout, slowdown, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said stoppage has ceased.

Section 25 SAVINGS CLAUSE

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Section 26 COMPLETION OF BARGAINING

This constitutes the whole agreement between the City of Oroville and the Association. There exists no other an agreement or inducements written or oral,

other than those expressly provided herein. City Resolution is expressly superseded by this agreement.

Except for emergencies as provided for under California Code Section 3504.5 et seq, and for the reopeners described below, the parties mutually agree that during the term of this Memorandum of Understanding, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum of Understanding or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

Section 27 **ALL PAYMENTS TO BE BI-WEEKLY**

The City shall provide all payments on a bi-weekly schedule to simplify payroll distribution and CalPERS reporting. This means that where a payment is identified in this MOU as a monthly benefit or described other than on a bi-weekly schedule, it shall be paid in a manner that is consistent with and prorated to the bi-weekly pay periods of the City.

Section ~~27~~28 TERM AND OPENING CLAUSE

This Memorandum of Understanding shall be effective ~~July~~ January 1, ~~2020~~ 2024 and shall remain in effect through ~~June 30, 2023~~ December 31, 2026 and shall continue thereafter unless either party gives written notice to the other party prior to ~~March~~ September 1, ~~2023~~ 2026 requesting negotiation of a new Memorandum of Understanding with an effective date of ~~July 1, 2023.~~January 1, 2027.

This Memorandum recommended to the City Council of the City of Oroville on ~~November 17, 2020.~~

OROVILLE MANAGEMENT ASSOCIATION (OMA)

_____	_____
Amy Bergstrand, OMA President	~~Steve Allen~~, OMA Labor Rep

CITY OF OROVILLE

_____
~~Bill LaGrone~~Brian Ring, City Administrator

Approved as to Form:

_____
Scott Huber, City Attorney

Executed by:

_____
~~Charles Reynolds~~David Pittman, Mayor

EXHIBIT A

Job Classifications	Department
Accounting Manager	Finance
Airport Manager/Business Assistance Coordinator	BAHD
Human Resource Manager	Administration
Information Technology Manager	Administration
Management Analyst III	BAHD
Police Lieutenant	Police Department
Public Works Manager	Community Development
Senior Civil Engineer	Community Development

CITY OF OROVILLE
RESOLUTION NO. 9246

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT ASSOCIATION AND ADOPTING THE ASSOCIATED PUBLICLY AVAILABLE SALARY TABLES.

RECITALS

WHEREAS the City of Oroville and Oroville Management Association (OMA) have met and conferred pursuant to their obligations under the Meyers Milias Brown Act (CA Gov. Code 3500 et. seq.); and,

WHEREAS both parties have freely exchanged proposals and information and responded to the other party's proposals and information relevant to the wages, hours and working conditions; and,

WHEREAS following these meet and confer sessions and exchanges of proposals, the Parties have reached an overall tentative agreement relating to all outstanding issues; and,

WHEREAS the OMA membership has ratified the overall tentative agreement;

NOW THEREFORE BE IT RESOLVED by the Oroville City Council as follows:

1. The above recitals are true and correct.
2. The City hereby ratifies and adopts the overall tentative agreement between the parties
3. The Mayor is hereby authorized and directed to execute the Successor Memorandum of Understanding between the City of Oroville and the OMA, a copy of which is attached hereto as Exhibit "A".
4. The City adopts the salary tables included in the MOU and directs staff to make the updated salary tables available to the public.
5. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on April 16, 2024; by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE MANAGEMENT ASSOCIATION (OMA)

for the

PERIOD BETWEEN JANUARY 1, 2024 to DECEMBER 31, 2026

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. _____ adopted at its Regular Meeting of **April 16, 2024,** all changes to the terms and conditions of employment for employees in this OMA represented bargaining unit included in this MOU shall become effective on the date of Council approval of this Resolution, unless another effective date is specified in the MOU.

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EXHIBIT A – OMA CLASSIFICATIONS
EXHIBIT B - Tier 1 SALARY SCHEDULE

Section 1 RECOGNITION OF OROVILLE MANAGEMENT ASSOCIATION

The City of Oroville Recognizes the Oroville Management Association (OMA) as the exclusive representative of the members, whether dues paying or non-dues paying, of OMA in Classifications as set forth in attached Exhibit "A". The composition of this unit as reflected in Exhibit A was revised effective January 1, 2024.

The City agrees to allow each OMA member a total of four (4) hours of release time per calendar year to attend quarterly OMA meetings. The above release time can only be used in one (1) hour blocks. Use of the release time must have the prior approval of the member's department head well in advance of the meeting. If, in the sole discretion of the member's department head, the use of the release time will disrupt City operations, release time will be denied. Such release time can only be used for attendance at the quarterly meetings and shall not rollover into the next calendar year if not used.

As used in this MOU, the terms "member" or "employee" shall mean a City employee in the bargaining unit represented by OMA.

Section 2 SCOPE OF REPRESENTATION

The scope of representation of the meeting and conferring shall include those matters as set forth in California Government Code Section 3500 et seq.

Section 3 MAINTENANCE OF BENEFITS

It is understood and agreed that there exist within the City certain Personnel Rules, policies, and benefits regarding members covered by this Memorandum. In the event of proposed changes to City Personnel Rules and Regulations, the OMA shall be advised, for the purpose of enabling the City and the OMA to meet and confer with respect to any proposed changes. The City shall not have the right to change said Personnel Rules and Regulations which contravene specific provisions of this Memorandum without first meeting and conferring with the OMA.

Section 4 CITY RIGHTS AND RESPONSIBILITIES

The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote

and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. Nothing in this Section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any regulating, authorizing, or empowering the City to act or refrain from acting.

Section 5 SENIORITY

5.1 If performance, merit, and ability are equal, then length of service within a Classification and higher Classifications shall be the determining factor in temporary appointments, layoffs, and rehire. A member whose job is being eliminated may elect to displace a member in a lower paid Classification if the member is qualified to perform the duties of the lower Classification, and if the member's length of service within the Department is greater than that of the member in the lower Classification.

5.2 Seniority shall be terminated by:

1. Discharge for cause
2. Voluntary termination
3. Retirement
4. Seniority shall not accrue for the term of any suspension or for leaves without pay in after of thirty (30) days.

5.3 Reduction in Forces:

In reduction of forces due to slackness of work or insufficient funds, the last member hired within the affected department shall be the first laid off; provided however, that the remaining members are qualified to perform the available work. In rehiring, the last member laid off shall be the first member rehired if said rehiring occurs with a two (2) year period from time of the member's lay off.

Section 6 PAY FOR WORK IN A HIGHER JOB CLASSIFICATION

6.1 A member assigned to temporary duties of thirty (30) days or less within a calendar year in a higher job Classification, shall not receive the pay of the higher job Classification.

6.2 At the time of assignment, the member shall immediately receive 5% above base pay.

6.3 If it is known at the time of assignment that the member will be assigned to duties in a higher job Classification for more than thirty-one (31) days, the member shall immediately receive 5% above base pay.

Section 7 COMPENSATION AND RETIREMENT

7.1 SALARY

Salary ranges for represented classifications shall be as specified on Exhibit B. Employees shall be placed on the new salary table at the step closest to their current salary, but not less. (first step).

Both parties agree that the City shall have the right to reinstitute the Tier two Salary Schedule as exhibit C and include the same top step and bottom step as Exhibit B but with additional steps with 2.5% between each step. Tier two would be for new hires after date of implementation only. Tier two may only be reinstituted in an effort to mitigate layoffs during layoff impact meet and confer if layoffs become necessary. Salary Increases during the term of MOU:

Compensation Study:

Negotiated equity increases to be implemented over multiple years, (See exhibit B).

Y-Rated Employees

Y-rated employees to receive one-time distribution of up to 3% in lieu of COLA each year of MOU as follows:

Example 1 – Employee is 2 % over market – Employee to receive 1% COLA and 2% one-time distribution.

Example 2 – Employee is 5% over market – Year 1 the employee to receive 3% one-time distribution and 2% over Y-rate status will carry over to the next year. Year 2 the employee will receive a 2% one-time distribution and the negotiated Year 2 COLA reduced by 2%. Year 3 employee is no longer Y-rated and will be eligible for the negotiated Year 3 COLA.

Cost-Of-Living Adjustments (COLA):

- Effective January 1, 2024, the City shall implement a 3% salary increase to the salary table, (Step 2).

- Effective January 1, 2025, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%.

- Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%.

- Cost-of-Living Adjustments (COLA) for calendar years 2025 & 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

7.2 Salary Re-Openers: The City or OMA proposes a re-opener on salaries if a 1% decrease in the prior years audited actual core revenue base compared to the prior year or if a 5% increase in the prior years audited actual core revenue base compared to the prior year. These core revenue triggers would be negotiated, and any change would go into effect the following July 1st.

Total City of Oroville Core Revenue Base: Property Tax, Sales & Use Tax, Transient Occupancy Tax, Utility User Tax, Franchise Tax, and Motor Vehicle in Lieu.

7.3 In the case of federal, state, or local emergencies, if required to work in excess of normal duty hours, the OMA member may be eligible for reimbursement should the City bill for, and receive, reimbursement for their work performed during such emergencies. Such reimbursement will only occur after the City receives compensation. The rate of reimbursement will be the salary rate billed by the City for the OMA member. Any reimbursement in excess of the normal salary of the OMA member will be retained by the City.

7.4 No salary advancement shall be made so as to exceed a maximum rate established in the plan for the class to which the employee's position is allocated unless approved by a majority of the City Council and a new rate established. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of one's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. Full-time, part-time or probationary employees may be considered eligible for merit increases in salary according to the following schedule:

7.4.1 The letters A, B, C, D, E, F, G and H, respectively, denote the various progressive steps in the salary range. However, some bargaining units may not have all 8 steps. See individual bargaining unit Memorandum of Understandings for appropriate step ranges, which prevail over the City of Oroville Personnel Rules and Regulations. Employees will normally be hired at Step A of the salary range.

7.4.2 Employees may receive salary Step B upon completion of one (1) year of unbroken employment in Step A, where the employee has demonstrated satisfactory job progress and normally increasing productivity and have successfully passed their probationary period and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.3 Employees may receive salary Step C upon completion of one (1) year of unbroken employment in Step B, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.4 Employees may receive salary Step D upon completion of one (1) year of unbroken employment in Step C, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.5 Employees may receive salary Step E upon completion of one (1) year of unbroken employment in Step D, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.6 Employees may receive salary Step F upon completion of two (2) years of unbroken employment in Step E, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.7 Employees may receive salary Step G upon completion of two (2) years of unbroken employment in Step F, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

7.4.8 Employees may receive salary Step H where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

In regard to Steps F, G and H, each department head has the discretion to accelerate these steps to one (1) year in between increases for outstanding performance, upon written recommendation to, and approval by, the Personnel Officer.

7.6 On each July first during the term of this contract, all represented employees who were hired by the City prior to October 1, 2016, shall be credited with 24 hours of Personal Time Off (PTO). Employees may take PTO to coincide with the holiday season, November 1st through January 1st or other requested time which is approved by their department head. PTO days must be used within the fiscal year they are credited, or the time will be lost. Employees who were hired by the City on or after October 1, 2016, are not eligible to receive PTO.

7.7 RETIREMENT BENEFITS

7.7.1 Retirement Benefits for Miscellaneous and Safety Members of CalPERS.

A. Retirement Benefits for Miscellaneous "Classic Members" hired before January 1, 2013. Subsection A applies to miscellaneous classic members hired before January 1, 2013. "Classic Members" shall be defined as individuals who became a member of the public retirement system, for the first time, prior to January 1, 2013.

Benefit Formula: Classic Members hired before January 1, 2013, shall be eligible to receive the 2%@55 retirement benefit formula.

Final Compensation: For purposes of determining a retirement benefit, final compensation for classic members covered by this section A shall mean the single highest year of compensation earnable.

Member Contribution: Members covered by this section A shall pay 100% of the required member contribution, which is 7%.

Additional Cost Sharing for 2nd Tier Classic Members Hired by the City on or After October 1, 2016

In addition to paying the required classic member contribution of 7%, members covered by this subsection A who were hired by the City on or after October 1, 2016, shall pay, through payroll deduction, an additional 3% of compensation earnable toward the City's normal cost of pension benefits as permitted by Government Code 20516, for a total of 10%. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. OMA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

B. Retirement Benefits for Miscellaneous New Members Hired on or After January 1, 2013.

Subsection B applies to miscellaneous new members hired on or after January 1, 2013. "New Members" shall be defined as individuals who became a member of the public retirement system for the first time on or after January 1, 2013.

Benefit Formula: New Members hired on or after January 1, 2013, shall be eligible to receive the 2%@62 retirement benefit formula.

Final Compensation: For purposes of determining a retirement benefit, final compensation for new members covered by this subsection B shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

Member Contribution: Members covered by this section shall pay 100% of the required member contribution, which is 50% of the normal costs established by CalPERS.

Additional Cost Sharing for 2nd Tier New Members Hired by the City on or After October 1, 2016

In addition to paying 50% of normal costs as described above, new members covered by this subsection B who were hired by the City on or after October 1, 2016, shall pay, through payroll deduction, an additional 3% of pensionable compensation toward the City's normal cost of pension benefits as permitted by Government Code 20516. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. The OMA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

C. Retirement Benefits for Safety Classic Members Hired before January 1, 2013.

Subsection C applies to safety classic members hired before January 1, 2013. “Classic Members” shall be defined as individuals who became a member of the public retirement system, for the first time, prior to January 1, 2013.

Benefit Formula: Members hired before January 1, 2013, shall be eligible to receive the 2%@50 retirement benefit formula.

Final Compensation: For purposes of determining retirement benefits, final compensation for classic members covered by this section C shall mean the single highest year of compensation earnable.

Member Contribution: Members covered by this section C shall pay 100% of the required member contribution, which is 9%, plus an additional 3% (12%) of pensionable compensation toward the City's normal cost of pension benefits as permitted by Government Code 20516. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this Agreement and establish the status quo for purposes

of future negotiations. The OMA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

D. Retirement Benefits for Safety New Members Hired on or after January 1, 2013.

Subsection D applies to safety new members hired on or after January 1, 2013. "New Members" shall be defined as individuals who became a member of the public retirement system for the first time on or after January 1, 2013.

Benefit Formula: Members hired on or after January 1, 2013, shall be eligible to receive the 2.7%@57 retirement benefit formula.

Member Contribution: Members covered by this section D shall pay and shall pay 50% of the normal cost, as determined by CalPERS, plus an additional 3% of pensionable compensation toward the City's normal cost of pension benefits as permitted by Government Code 20516. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. The OMA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

Final Compensation: For purposes of determining a retirement benefit, final compensation for safety new members covered by this subsection D shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

7.7.2 The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

7.7.3 OMA members shall pay full employee's share of the PERS contribution 7% for Miscellaneous). As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each member shall pay through payroll deductions the CalPERS contributions described in this Article with state and federal income tax on the CalPERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

7.7.4 It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the California Public Employees' Retirement Law ("PERL"), including the Public Employee Pension Reform Act of 2013 ("PEPRA"), as it May be amended from time to time. In the event that the

provisions of PERL/PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PERL/PEPRA shall prevail.

7.8 DEFERRED COMPENSATION

The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan National Deferred, without a City contribution. Effective as of the first City payroll period in July 2001, the City shall offer regular full-time OMA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

Section 8 HOSPITAL MEDICAL BENEFITS

8.1 Health Insurance for represented employees hired by the City before October 1, 2016 - The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance. The City will make contributions to the premiums for employees enrolled in the City's plans, with contributions for premiums for medical and dental plans up to the following amounts:

The City agrees to contribute the following amounts towards employee and dependent medical insurance as follows:

Tier 1

	Gold PPO	**HDHP-10%**	**Silver PPO**
EE Only	**100%**	**100%**	**100%**
EE + 1	**$1,240.40**	**$1,158.92**	**$1,399.74**
EE + Family	**$1,510.50**	**$1,403.10**	**$1,766.84**

Tier 2

Health Insurance for represented employees hired by the City on or after October 1, 2016 - City contributions for Tier 2 employees shall be limited to the Silver PPO medical plan for employee, spouse and/or children at the contribution levels below. Employee only, can elect a different plan but will pay the difference. There shall be no city contribution towards spouse and/or children on any other plan than the Silver PPO.

	Gold PPO	**HDHP-10%**	**Silver PPO**
EE Only	**Silver PPO Premium Rate for EE Only**		**100%**
EE + 1	**$0**	**$0**	**$1,399.74**
EE + Family	**$0**	**$0**	**$1,766.84**

In the event any other City employee group(s) receives a greater premium amount than stated above, the City agrees to increase health and dental premiums for OMA members to that amount.

If the current plans become unavailable within the above cost parameter, and a substitute plan or plans with comparable benefits and cost are not available, then the OMA and the City may reopen this issue for negotiation during the term of this Memorandum, and the parties shall then meet and confer as soon as possible in order to mutually attempt to resolve the situation. In addition to the above, the City shall pay the cost of life, vision, and long-term disability insurance.

8.3 Health Insurance Review Committee

The City agrees to participate in a Joint Health Insurance Review Committee for the purposes of reviewing current insurance health benefits and Enhanced Retirement Benefits. The Human Resource Analyst and up to two (2) representatives from each City employee bargaining group may attend the meetings on behalf of the City of Oroville. The purpose of the Committee is ongoing review of health, dental and vision plans and the making of recommendations to the City Council, City Administrator and the OMA members regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the members' normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. The Committee shall have access to such nonconfidential information as necessary to carry out its purpose.

8.3 I.R.C. SECTION 125 COLLABORATION

Effective January 1, 2001, the City shall implement a premium only, 125 cafeteria plan administered through an approved provider.

8.4 RETIREE MEDICAL

(a) City Paid Medical Benefit After Retirement

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service, or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not

withdraw from this agreement, even if this benefit is discontinued for future employees.
ars old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.
will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

8.4 The Employer shall maintain the carrier of the Disability Policy's waiting period to 90 calendar days.

8.5 Effective on or after January 1, 1998, and pursuant to an S.D.I. election, unit employees shall have the option to participate in the Employees State Disability Program.

8.6 The parties agree during the term of the agreement to explore alternative providers for insurance.

Section 9 PROFESSIONAL AND EDUCATIONAL INCENTIVES

9. 1 The City will pay the travel and subsistence expenses of Employee for professional and official travel, and meetings necessary and desirable to continue the professional development of Employee and to adequately pursue necessary

official and other functions for Employer, including but not limited to those of the League of California Cities and such other national, regional, state, and local government groups and committee thereof which Employee serves as member. Employee shall be subject to the policies on reimbursement for expenses in accordance with IRS Regulations.

9.2 The City will pay for the professional dues and subscriptions of Employee necessary for their continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for their continued professional participation, growth, and advancement, and for the good of the employer.

9.3 The City will make available to each member a maximum of $1,500 per fiscal year for tuition reimbursement based upon all of the following criteria being satisfied:

Tuition reimbursement will be provided only under the following circumstances:

1. The member must be taking job-related undergraduate course work provided by a community college, college, or university or other WASC-accredited educational institution, in pursuit of an AA, AS, BA, BS or undergraduate certification. Graduate level course work will not be reimbursed, even if it is related to receiving an undergraduate degree.

2. Prior to enrollment, the member must submit to his/her department head and the City Administrator, a program curriculum outlining all classes needed for the degree for confirmation by the City as follows.

   a. The program curriculum will include classes already passed which relate to the degree or certification.

   b. The program curriculum will indicate how the proposed undergraduate class fulfills the requirement of the undergraduate degree or certification.

3. Prior to reimbursement for the completed class, the member must submit documentation proving class completion with a grade of “B” or higher or a “Pass” grade for Pass/Fail courses and provide receipt indicating the tuition amount and payment thereof by the member.

4. Any tuition reimbursement is subject to available funding in the budget.

Once the member satisfies all the above criteria, the City will reimburse the member for the course. After the member obtains a BA or BS degree, he/she will no longer be eligible for this benefit.

9.4 A member who obtains a master’s degree from a WASC-accredited institution that is not a requirement of their position and provides documented proof of such

degree, shall receive an educational incentive equal to 3% of their base salary per month.

9.5 The City shall assume liability for notary duties performed by OMA members in the scope of their City employment.

9.6 Effective January 1, 2016, an employee who obtains or is in possession of post-secondary education or a post-secondary degree (Associate's or bachelor's degree) and provides documented proof of such degree, shall receive an educational incentive payment equal to:

60 units/AA/AS	--	$125 per month pay increase.
BA/BS	--	$250 per month pay increase.

In the future, and subject to bargaining between the City and the other bargaining units, the City intends to remove this benefit. On the date that the Education Pay Program is eliminated for all other City employees, it shall automatically be eliminated for the OMA bargaining unit.

Section 10 RECOGNITION FOR LENGTH OF SERVICE

In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the amounts shown below:

Length of Continuous Service	Annual Award
15 through 19 years	$150.00 per year
20 years or more	$300.00 per year

The City Council shall decide on the timing and manner for the award presentations.

The length of service pay provided by this Section 11 shall not apply to employees hired on or after October 1, 2016.

Section 11 VACATION POLICY

11.1 Every member who, on the most recent anniversary date of employment shall have been in the service of the City for a period of six (6) months or more shall be entitled to a vacation as follows:

Upon six (6) months of employment one (1) week of vacation will be placed in the employee's vacation accrual bank. They employee shall then begin accruing vacation each par period based on the following:

1 through 4 years = 80 hours
5 through 11 years = 120 hours
12+ years = 8 hours for each additional year to a maximum of 160 hours

11.2 Unused vacation benefits may be accumulated from prior anniversary years. Employees hired by the City prior to October 1, 2016, shall cease to earn vacation benefits upon accumulating banked vacation hours equivalent to three (3) times the employee's annual earned vacation. Employees hired by the City on or after October 1, 2016, shall cease to earn vacation benefits upon accumulating banked vacation hours equivalent to one (1) times the employee's annual earned vacation. Subject to budget constraints or for special circumstances, and with the approval of the Department Head and the City Administrator, accrued vacation may be paid.

11.3 For the purpose of this Section, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the employee actually commenced working for such Employer.

11.4 An employee who, on their most recent anniversary date, has qualified for a vacation, but whose employment is terminated prior to taking such vacation, shall be entitled to pay in lieu thereof.

11.5 Payout of Excess Vacation Carryover Hours

Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance due to the inability to take time off due to workload, denial of time off requests by their supervisor or department head, the excess number of vacation hours shall be paid to the employee at the end of the calendar year.

Section 12 ADMINISTRATIVE LEAVE

All Oroville Management Association (OMA) are eligible for 80 hours per fiscal year of Administrative Leave to compensate for time worked in addition to normal work hours. Members shall have the option to cash out up to 20 hours of administrative leave per fiscal year. Such leave may be taken upon approval of the Department Head, any time after it has been earned.

Section 13 HOLIDAYS

13.1 The following shall be paid holidays to all employees:

(1) New Year's Day, January 1
(2) Martin Luther King Day, January
(3) Lincoln's Birthday, February 12
(4) President's Day, 3rd Monday in February
(5) Memorial Day, last Monday in May
(6) Juneteenth, June 19
(7) Independence Day, July 4
(8) Labor Day, the 1st Monday in September
(9) Veteran's Day, November 11
(10) Thanksgiving Day, 4th Thursday in November

(11) The day after Thanksgiving
(12) The last working day before Christmas
(13) Christmas Day, December 25

13.2 Employees shall be compensated for each holiday based on the amount of time in the regularly assigned shift on the holiday. If a holiday falls on an employee's regularly scheduled day off, the employee may flex the holiday to a workday during the same pay period. The specific workday selected is subject to approval by the employee's supervisor.

13.3 Subject to concurrence of all other City employee Associations, City and OMA agree to exchange Lincoln's Birthday (February 12) for New Years' Eve Day (December 31).

Section 14 SICK LEAVE ACCUMULATION

14.1 Sick leave is a privilege which can be allowed only in case of actual sickness or injury of such employee or of a member of the immediate family which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the Department Head.

14.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of one (1) workday for each month of service beginning the first calendar month following regular probationary employment.

14.3 An employee returning to duty after an absence of more than three (3) consecutive days without loss of salary resulting from sickness or injury may be required to provide the immediate supervisor, for filing in the employee's personnel file, a doctor's certificate showing the nature of the sickness or injury.

14.4 Employees shall accumulate unused sick leave without limitation as to a maximum number of days.

14.5 Sick Leave Conversion: An employee represented by the Association and hired by the City prior to October 1, 2016, who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based such leave dollar value at the time of retirement. Employees hired by the City on or after October 1, 2016, are not eligible to convert accumulated sick leave to purchase medical insurance at retirement.

14.6 Notwithstanding anything to the contrary set forth above in this section, the City agrees to amend its contract with PERS to allow sick leave conversion for PERS Retirement Credit. The members have the option of selecting the provisions set

forth above in this section or may convert their unused sick leave for service credit upon retirement.

Section 15 LEAVES OF ABSENCE

15.1 Bereavement Leave:

Employees who have completed thirty (30) days of service are entitled to receive up to five (5) days bereavement leave per occurrence, which shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected, and the date of return to City service. This Article shall be administered in a manner consistent with the requirements of AB 1949 (2021-22)..

15.2 Maternity Leave - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6 as currently presented and/or amended.

15.3 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

15.4 Approved Leave of Absence without Pay:

The Department Head, at his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months, the leave of absence may be extended up to twelve (12) months by the City Administrator. Longer such leaves of absence shall be approved by the City Council. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is for more than thirty (30) days, the employee:

A. Shall not accrue seniority or employee benefits of any kind.

B. Shall be responsible for the full payment of the monthly cost of any premiums for health, life, or long-term disability insurance plans if the employee desires to retain the coverage afforded by such plans.

15.5 Safety Incentive Program

Employees hired by the City on or after October 1, 2016, shall not be eligible to participate in the City's Safety Incentive Program and will not accrue safety incentive comp time.

Section 16 JURY DUTY

Every employee of the City who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury. Jury fees, other than military, collected by employee shall be turned over to the Finance Department to help defray employee costs while on jury duty.

Section 17 RANDOM DRUG AND ALCOHOL TESTING

Employees agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OMA without written mutual agreement of the parties.

Section 18 INJURY ON AND OFF THE JOB

Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined an acceptable assignment and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision.

Section 19 BULLETIN BOARD

A reasonable amount of space shall be provided on the bulletin board in the lounges, upon which the Association may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to employee and Association affairs.

Section 20 PAYROLL DEDUCTIONS

It is agreed that the City, during the term of this Memorandum, shall deduct dues in an amount authorized and remit the total to the Association in one check. The Association shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

Section 21 INJURIES IN THE COURSE OF EMPLOYMENT

21.1 Applicability of this Section: The provisions of this Section shall apply only to those industrial injury cases which the City Administrator, designee, or the Workers' Compensation Appeals Board determines to be compensable and only for such period of time as the Workers' Compensation Laws of the State of California require payment for temporary disability and shall cease when a person leaves City service other than by disability retirement.

21.2 All members of the OMA (not covered by Section 4850 of the Labor Code), in the event of time lost to an industrial injury or illness, which renders the employee unable to work in their position or an available light duty position, shall continue at full salary for a period of one (1) year with no charge to accrued sick leave or accrued vacation. The employee so disabled shall make diligent efforts to secure available sources of income (Workers' Compensation benefits, SDI, disability insurance, etc.) These alternative sources of income shall serve as an offset of the City's obligation to pay the employee's full salary. In no event shall an employee receive more than full salary. This section (22.2) does not apply to retired members.

21.3 Eligibility under this Section: All City Employees who have satisfactorily passed the physical examination as required by these rules shall be eligible.

Leave with Pay for Medical Treatment

A. Leave with pay for medical treatment authorized by the Personnel Employee may be permitted for short periods of time when temporary disability payments pursuant to this Section of Labor Code are not made.

B. The employee shall notify the City by Registered Mail of his/her address if changed from the address in the employee's personnel record, or if changed at any time during this leave of absence. The employee shall give the City reasonable notice in advance of the date of his/her return to work and shall, upon return to work and shall, upon return to work, be assigned his/her former position or comparable position. The employee shall be physically able to perform the duties of his/her former position in order to be returned to work, but the City shall make reasonable effort to place the employee in a position in which the employee is capable of performing at the same standard as other employees in that classification.

C. An employee whose condition is deemed to be permanent and stationary may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen, and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the rehabilitation period fail and the employee return to an industrial leave status, the initial trauma shall be considered in assessing the leave period.

D. This Section shall be implemented by an individual agreement between employer and employee and be signed off by the City's Physician.

Section 22 DISCIPLINE

22.1 The City may discharge, demote, or suspend for cause any employee who has completed the specified probationary period. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

A. Misstatement of facts during the hiring process.
B. Falsification of any entry on a City document (e.g., timecard, expense report)
C. Disclosure of confidential information.
D. Insubordination or willful disobedience.
E. Incompetence, inefficiency, or unsatisfactory job performance.
F. Discriminatory, discourteous, or unbecoming behavior.
G. Theft, misuse, or unauthorized use or possession of City property.
H. Dishonesty.
I. Misconduct, i.e., any behavior that brings harm or discredit to the City.
J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business.
K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City.
L. Excessive absence or tardiness.
M. Absence without approved leave.
N. Violation of a City rule, policy, or procedure, i.e. Violence in the workplace policy, Unlawful harassment, etc.
O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee’s City work performance; and engaging in unauthorized outside employment.
P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee’s position.

In the event a member feels the discharge or suspension is not for cause, the OMA shall have the right to appeal the case through the grievance procedure. Probationary employees may be discharged for any reason and without cause.

22.2 Preliminary Notice of Disciplinary Action

Whenever a disciplinary action is proposed to be taken against a member, the member shall be notified in writing. Such notification shall include but is not limited to:

a) A statement of the disciplinary action taken against the member.
b) A summary of the facts upon which the disciplinary action is based.
c) A statement advising the member that written notice of the disciplinary action is to be placed in the member's official personnel file and that the member shall have the right to appeal under the grievance procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the member by certified mail, return receipt requested, addressed to the last address which the member has furnished the City.

22.3 Presumption of Delivery

Any written notice shall be conclusively presumed delivered to the member on the date the written notice is personally served on the member. In the event that any notice is sent to a member by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the member on the date the receipt was signed. In the event the certified mail is refused, or in the event the member is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returned the certified mail to the return address.

22.4 RESPONDING TO PROPOSED DISCIPLINE

a. An employee who receives a written reprimand that will be placed in their personnel file has the right to draft and, within 30 days, submit a response to the reprimand. The City Administrator shall review the written reprimand and response and may review any supporting materials or make whatever further inquiry he or she deems necessary. The City Administrator has full discretion to uphold, amend or alter the written reprimand and the determination of the City Administrator shall be final.

b. An employee who is subject to disciplinary action involving a loss of pay, suspension, demotion or termination of employment shall have the right, within five (5) workdays after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the

employee or the employee's representative with the employee's consent with the City Personnel Director.

c. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

d. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The “Skelly Officer” shall, with the exception of the Police Chief, be a different department head than the one proposing the discipline. The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline. The “Skelly Officer’s decision shall be in writing.

e. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action. The final Notice of Disciplinary Action shall advice the member that the discipline is to be placed in the members’ official personnel file and shall advise the member of any appeal rights available to the member as set forth in Article 28.6 Grievance Procedures, or other applicable appeal rights available to the employee provided for in this Memorandum of Understanding.

22.5 Removal of Disciplinary Documents and Submission of Written Rebuttals

a) The parties agree that Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands are the first steps of progressive discipline.

b) Upon the request of an employee, a written reprimand, counseling memorandum or letter of instruction may be removed from an employee’s personnel file one year from date of issue. The decision to remove such materials shall be solely within the discretion of the Department Head.

This provision does not apply to disciplinary suspension, demotion, termination, workplace violence or sexual harassment if an employee has been found to be in violation of these items.

c) An employee has the right to provide a written rebuttal to any of the above within thirty (30) days of receipt of the documentation which will be attached to the original document and placed in the employees official personnel file(s) in the Personnel Department.

22.6 Appeals of Discipline for Permanent Members

a) Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, a disciplinary action involving a loss of pay, suspension, demotion or termination of employment may be appealed to advisory arbitration by following the procedures in Article 29.2, Step 4 (below). Notice of the appeal must be filed with

the City Personnel Office. If the employee fails to file a notice of appeal within the required time period, the disciplinary action shall become final and there shall be no further appeal.

b) An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.

c) The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.

d) The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

22.7 Timeframes are Jurisdictional

An employee's failure to adhere to any timeframe provided for in this section or in the Articles Governing Arbitration shall be deemed to be an abandonment of the appeal, shall terminate the appeal process and no further appeal steps shall be available.

Section 23 GRIEVANCE AND ADVISORY ARBITRATION PROCEDURES

Except Personnel Rules 1, 3, 4, 5, and any other provisions of the Personnel rules which fall within the definition of a management right, a grievance shall be defined as a dispute concerning the application of the City of Oroville’s Personnel Rules and Regulations or a matter involving the interpretations or the alleged violation of any provisions of this Resolution, other than appeals subject to the foregoing Section 14.

There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday, excluding City Holidays.

Step 1: A member's grievance must be submitted to the immediate supervisor within fifteen (15) calendar days from the date the grievance was first known, or the grievance is waived. The immediate supervisor should give an answer to the member by the end of the fifth (5th) calendar day following the presentation of the grievance. If the answer does not resolve the grievance or if an answer is not given, the member may proceed to Step 2.

Step 2: If the grievance is not resolved in Step 1, the OMA representative may, within five (5) working days after the written reply of Step 1, request a meeting with the Department Head or his designee. Such meeting to be held at a mutually agreeable time to review, discuss, and attempt to resolve the grievance. Such meeting will take place within ten (10) working days after the date of the written reply of Step 1.

Step 3: If the grievance is not resolved in Step 2, the OMA representative may, within five (5) working days after the Step 2 meeting, request a meeting with the City Administrator or his/her designee. Such meeting will be held at a mutually agreeable time to review, discuss, and attempt to resolve the grievance. Such meeting will take place within ten (10) working days from the date of the Step 2 meeting.

Step 4a: If a grievance is not resolved in Step 3, the fourth step shall be referral by either the City or the OMA to advisory arbitration. The fourth step shall be taken within twenty (20) workdays of the date of the answer in Step 3.

Step 4b: Upon receipt of request by OMA to submit a grievance to advisory arbitration, an arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written request. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator. Failure to participate in the selection process within the timeframe or pursuant to an extension mutually agreed to between the Parties shall constitute an abandonment of the appeal. The first party to strike a name shall be determined by lot. The costs of advisory arbitration shall be borne equally by the City and the OMA. The City and OMA shall pay the compensation and expenses for their respective witnesses. At the OMA's request, the City shall release members from duty to participate in arbitration proceedings.

Step 4c: The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator appears necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The arbitrator shall submit his/her findings and recommendations in writing to the City and the grievant.

Step 4d: City Council Review – The City Council may approve, modify, or reverse the findings of the arbitrator, provided that such decision does not in any way add to, disregard, or modify any of the provisions of this Memorandum. Prior to modification or reversal of the arbitrator's findings and/or recommendations, the grievant and/or his/her representative shall be allowed to be heard by the City Council and a modification or reversal is only done by a super majority vote of the City

Council. Any decision rendered by the City Council shall be made within twenty-eight (28) calendar days of the receipt of request, unless extended by the city Council, but in no event more than 45 calendar days.

Step 4e: Failure by either party to meet any of the aforementioned time limits as set forth in the section entitled “Grievance Procedure”, will result in forfeiture by the failing party; except when the aforementioned time limits are extended by mutual written agreement from both parties. Grievances settled by forfeiture shall not bind either party to an interpretation of this Resolution, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

Step 4f: Notwithstanding the aforementioned procedure, any individual member shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the OMA, and be given the same opportunity to have the Arbitrator hear and rule on grievances as prescribed in 4(b) and 4(c) provided that the adjustment shall not be inconsistent with the Resolution, and further provided that the OMA's President shall be given an opportunity to be present at such adjustment.

Time limits as set forth above may be extended by mutual agreement between the parties, but neither party shall be required to agree except in the case of the temporary absence of the City Administrator. In such case, the time limits will commence with the first day of their return to work. All meetings will be conducted in Oroville.

If the member or the OMA does not submit the grievance to the next step or meet within the time limits specified, then the grievance will be considered automatically withdrawn. If, after Step 1, management does not reply in a timely manner or meet within the time limits specified, then the grievance may be processed by the member to the next higher level, if requested by the member or the OMA.

Section 24 PEACEFUL PERFORMANCE

The parties of this Memorandum recognize and acknowledge that the services performed by the City Employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. Association agrees that under no circumstances during the term of this agreement will the Association recommend, encourage, cause of permit its members to initiate, recognize, participate in, nor will any member of the bargaining unit take part in any strike, sit down, stay in, sickout, slowdown, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction, nor to curtail any work or restrict any

production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said stoppage has ceased.

Section 25 **SAVINGS CLAUSE**

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Section 26 **COMPLETION OF BARGAINING**

This constitutes the whole agreement between the City of Oroville and the Association. There exists no other agreement or inducements written or oral, other than those expressly provided herein. City Resolution is expressly superseded by this agreement.

Except for emergencies as provided for under California Code Section 3504.5 et seq, and for the reopeners described below, the parties mutually agree that during the term of this Memorandum of Understanding, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum of Understanding or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

Section 27 **ALL PAYMENTS TO BE BI-WEEKLY**

The City shall provide all payments on a bi-weekly schedule to simplify payroll distribution and CalPERS reporting. This means that where a payment is identified in this MOU as a monthly benefit or described other than on a bi-weekly schedule, it shall be paid in a manner that is consistent with and prorated to the bi-weekly pay periods of the City.

Section 28 **TERM AND OPENING CLAUSE**

This Memorandum of Understanding shall be effective January 1, 2024, and shall remain in effect through December 31, 2026, and shall continue thereafter unless either party gives written notice to the other party prior to September 1, 2026, requesting negotiation of a new Memorandum of Understanding with an effective date of January 1, 2027.

This Memorandum recommended to the City Council of the City of Oroville on April 16, 2024.

OROVILLE MANAGEMENT ASSOCIATION (OMA)

_____ _____

Gil Zarate, OMA President Derek Hawley, OMA Labor Rep

CITY OF OROVILLE

_____

Brian Ring, City Administrator

Approved as to Form: **Executed by:**

_____ _____

Scott Huber, City Attorney David Pittman, Mayor

EXHIBIT A

Job Classifications	Department
Accounting Manager	Finance
Airport Manager/Business Assistance Coordinator	BAHD
Human Resource Manager	Administration
Information Technology Manager	Administration
Management Analyst III	BAHD
Police Lieutenant	Police Department
Public Works Manager	Community Development
Senior Civil Engineer	Community Development

OROVILLE MANAGER'S ASSOCIATION									
CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
IT Manager	**$100,793**	**$105,833**	**$111,124**	**$116,680**	**$122,515**	**$128,640**	**$135,072**	**$141,826**	**Annual**
Comp Study + 3%	$8,399.42	$8,819.39	$9,260.36	$9,723.37	$10,209.54	$10,720.02	$11,256.02	$11,818.82	Monthly
	$48.46	$50.88	$53.43	$56.10	$58.90	$61.85	$64.94	$68.19	Hourly
Police Lieutenant	**$99,447.36**	**$104,419.73**	**$109,640.71**	**$115,122.75**	**$120,878.89**	**$126,922.83**	**$133,268.97**	**$139,932.42**	**Annual**
	$8,287.28	$8,701.64	$9,136.73	$9,593.56	$10,073.24	$10,576.90	$11,105.75	$11,661.04	Monthly
	$47.81	$50.20	$52.71188	$55.34748	$58.11485	$61.02059	$64.07162	$67.27520	Hourly
Project Mgr./Sr. Civil Eng	**$90,475.41**	**$94,999.18**	**$99,749.14**	**$104,736.60**	**$109,973.43**	**$115,472.10**	**$121,245.70**	**$127,307.99**	**Annual**
	$7,539.62	$7,916.60	$8,312.43	$8,728.05	$9,164.45	$9,622.67	$10,103.81	$10,609.00	Monthly
	$43.50	$45.67	$47.96	$50.35	$52.87	$55.52	$58.29	$61.21	Hourly
Airport Manager	**$80,231.89**	**$86,905.03**	**$91,251.75**	**$95,814.56**	**$100,604.72**	**$105,634.62**	**$110,916.63**	**$116,463.15**	**Annual**
Building Official	$6,685.99	$7,242.09	$7,604.31	$7,984.55	$8,383.73	$8,802.89	$9,243.05	$9,705.26	Monthly
HR Manager	$38.57	$41.78	$43.87	$46.06	$48.37	$50.79	$53.33	$55.99	Hourly
Public Works Manager									

OROVILLE CITY COUNCIL
STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: LIZ EHRENSTROM, HUMAN RESOURCE MANAGER
BRIAN RING, CITY ADMINISTRATOR

RE: CONSIDER AND ADOPT A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS ASSOCIATION (NON-SWORN)

DATE: APRIL 16, 2024

SUMMARY

The City Council will consider and adopt the new amended and restated Memorandum of Understanding between the City of Oroville and the Oroville Police Officers Association (OPOA – Non-Sworn Unit).

DISCUSSION

City staff has been meeting with the Oroville Police Officers Association (OPOA) for their non-sworn employees unit to negotiate a successor Memorandum of Understanding. The Parties have come to an overall tentative agreement. Highlights of the agreement include the following:

Term: 3 years January 1, 2024 through December 31, 2026

Work Periods: Re-worked language on work periods, workdays, and schedules to ensure 24/7 coverage

Uniform Allowance: Employees will be allowed to purchase uniforms in March, June, September, and November.

Salary:

- Compensation Study:
  - Revised Salary Tables based on negotiated Market Study results.
  - Employees to be placed on closest step, without going negative, +1 additional step.
- Cost of Living Adjustments (COLA):
  - January 1, 2024, 3% increase to salary table (effective January 1, 2024)
  - January 1, 2025, 3% minimum, 5% maximum increase to salary table (based on consumer price index).

- January 1, 2026, 3% minimum, 5% maximum increase to salary table (based on consumer price index).

CTO: increase maximum to 200 hours, mandatory cash-out annually of hours in excess of 80 (in December)

Classes Excluded from Shift Differential: Admin Assistant, Records Technician

Medical Premiums: Increase to employer share of premiums for dependent plans for employees hired before October 1, 2016

- EE + 1 Gold PPO to $1240.40/month, HDHP to $1158.92/month, Silver to $1399.74/month
- EE + Family Gold PPO to $1510.50/month, HDHP to $1403.10/month, Silver to $1766.84/month

Increase to employer share of premiums for dependent plans for employees hired on or after October 1, 2016

- EE + 1 Silver to $1399.74/month
- EE + Family Silver to $1766.84/month

Vacation Sign up: Deleted

Vacancies: Deleted requirements for posting

Holidays: Added 1 Holiday - Juneteenth (June 19)

Vacation sick benefit: Deleted accrual of extra vacation day for non-use of sick leave

Bereavement Leave: Modified to conform to current State Law (AB 1949)

Discipline and Arbitration: Changes intended to streamline and clarify discipline and appeals process, align pre-disciplinary due process more closely with legal requirements.

FISCAL IMPACT

Approximate cost of $64,996, and included in this fiscal year's budget.

RECOMMENDATIONS

1. Adopt Resolution No. 9247 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS ASSOCIATION (NON-SWORN)

ATTACHMENTS
Resolution;
Strike through version of Successor Memorandum of Understanding with OPOA Non-Sworn; and
Clean version of Successor Memorandum of Understanding with OPOA Non-Sworn.

~~AMENDED AND RESTATED~~

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE POLICE OFFICERS' ASSOCIATION NON-SWORN UNIT

~~FEBRUARY 19, 2019 – JUNE 30, 2022~~JANUARY 1, 2024 – DECEMBER 31, 2026

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. XXXX, adopted at its regular meeting of ~~May 7, 2019~~April 2, 2024.

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ARTICLE 1 - RECOGNITION/DUES DEDUCTIONS

1.1 **RECOGNITION -** Pursuant to Government Code sections 3507.1, the City of Oroville recognizes the Oroville Police Officers Association (OPOA) as the exclusive representative of the Police Non-Sworn Unit

The Oroville Police Officers Association (OPOA) represents the following classifications:

- Municipal Law Enforcement Officer
- ~~Public Safety Communication Specialist~~ Public Safety Dispatcher
- ~~Public Safety Communication Specialist Supervisor~~ Public Safety Dispatch Supervisor
- Police Records Technician
- Police Records Supervisor
- Police Administrative Assistant

1.2 **DUES DEDUCTIONS -** Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify to the City any new members of the Association.

Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the City.

The Association shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section.

Any Association member who notifies the City of their desire to discontinue dues or otherwise withdraw from Association membership shall be referred back to the Association. The City agrees to continue all dues deductions until notified of a deduction change by the Association

ARTICLE 2 - SCOPE OF REPRESENTATION

2.1 This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees represented by the OPOA.

ARTICLE 3 - MAINTENANCE OF BENEFITS

3.1 Changes to the City's Personnel Rules & Regulations, policies and Department

Policies shall require a meet and confer with the OPOA prior to implementation.

ARTICLE 4 - CITY RIGHTS AND RESPONSIBILITIES

4.1 The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel
- To manage, control, and determine the mission of its departments, building facilities, and operations
- To create, change, combine or abolish jobs, departments and facilities in whole or in part
- To subcontract or discontinue work for economic or operational reasons
- To direct the work force
- To increase or decrease the work force and determine the number of employees needed
- To hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof
- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 5 - SENIORITY

5.1 **OVERALL SENIORITY -** “Seniority” for the purposes of vacation accrual shall be computed based on total uninterrupted length of service with the City.

5.2 **CLASSIFICATION SENIORITY -** Classification Seniority is defined as the total time served in the classification or higher classification within the department.

5.3 **DEPARTMENT SENIORITY -** Department Seniority begins upon fulltime hire in the

Department.

5.4 **TIES IN SENIORITY -** Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking on the eligibility list.

5.5 **SENIORITY LIST -** The Department shall provide a seniority list to the OPOA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 6 - CALL-BACK PAY

6.1 In the event of a call-back or return to duty, an employee shall receive a minimum of two (2) hours, at the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for time worked at the appropriate rate of pay, calculated to the nearest fifteen (15) minutes.

6.2 Should the call-back require an employee to work on a day they are not otherwise scheduled to work because of a normal day off or scheduled vacation, the minimum call-back for the purposes of 6.1 above shall read three (3) hours instead of two (2) hours.

ARTICLE 7 - ~~SHIFT SCHEDULE~~WORK PERIODS

7.1 **Work Period**

The normal work period is 40 hours in a seven-day workweek. The work period shall commence on Monday at 12:01 AM, and end the following Sunday at 11:59 PM. For the purposes of the FLSA and overtime, employees are eligible for overtime for work in excess of forty (40) hours in a work period as provided by the Fair Labor Standards Act.

~~The City shall place all administrative staff (Community Services Officer, Records Technician and Administrative Assistant) on a 5/8 schedule – Monday thru Friday to coincide with other administrative personnel. At the discretion of the Chief of Police, a 4/10 work schedule may be implemented to meet the needs of the department and City.~~

7.2 **Workday**

A workday is a specific and regularly scheduled period of time consisting of eight (8), ten (10), or twelve (12) consecutive hours daily as determined by a fixed work schedule.~~Dispatchers shall remain on the 4/10 schedule. However, at the Police Chief's discretion the schedule may be modified to a 5/8 schedule in order to accommodate staffing deficiencies or other emergency situations. Dispatchers shall revert to the 4/10 schedule once staffing needs or the emergency situation no longer exists.~~

7.3 ~~Any change in shift rotation shall be subject to meet and confer.~~Work Schedule

Employees will work a schedule that is at the discretion of the Police Chief or

designee. A mixture of suitable shift assignments may be assigned as necessary to provide adequate service as determined by the Police Chief or designee.
The standard shift schedule for employees in the association shall be 80 hours per two weeks utilizing 8-hour workday, 12-hour workday, 10-hour workday or a combination of both. The shift schedule shall be fourteen (14) days beginning at 12:01 AM on Monday and continuing until 11:59 PM on the following Sunday night of the second week. The Police Department shall render service continuously on a twenty-four (24) hours basis without interruption.

~~Public Safety Dispatchers shall not work more than 16 hours in a workday.~~

7.4 Any change in a work SHIFT ROTATION shall be subject to a 10-day advanced notice.

ARTICLE 8 ~~CLOTHING~~ UNIFORM ALLOWANCE

8.1 Each employee covered by this Memorandum may purchase uniforms ~~in January and July of each year,~~ up to $720 per calendar year. Employees may purchase uniforms in the following months: March, June, September, and November each year.

Newly hired employees shall initially be eligible for $720 to purchase uniforms and necessary safety equipment not issued by the agency. At the one year anniversary date the employee shall become eligible at the next purchase month ~~The new hire will thereafter be eligible to receive quarterly uniform allowance installments after their first anniversary~~

~~New hires receive their first year of Uniform allowance ($720) upon hire, and after the first year of employment begin to receive quarterly installments thereafter.~~

Uniforms may be purchased on account from the City vendor or if purchased elsewhere, employee will pay up front and get reimbursed upon presenting receipts. Reimbursements shall be paid during a normal payroll cycle and shall include any required deductions for taxes and/or pension contributions as applicable. Uniforms shall be purchased according to the Oroville Police Department Uniform Policy No. 1045, for any article for Class A (1045.7), B (1045.7.2), C (1045.7.3) or D (1045.7.4) uniforms.

The City will not pay for or reimburse for any uniform articles that are not mentioned above. If there is a question of whether the uniform article purchase will or will not be reimbursable, employees shall utilize their chain of command to seek prior authorization from the Chief of Police, before said purchases are made.

ARTICLE 9 - SALARY

9.1 **SALARY -** The City agrees to compensate OPOA employees in accordance with the Classifications and Compensations as set forth in the attached Exhibit "A." The Salary Schedule shall be adjusted in accordance with negotiated 2023

compendation study results. Employee shall be placed on nearest positive step, plus 3% COLA, plus 1 additional step . Pay increases shall be retroactive to ~~January 1, 2024~~ December 25, 2023.

9.2 SALARY STEPS - All salary steps are to be based on merit. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the employee's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence.

SALARY TIER 1 EMPLOYEES - Employees hired before January 1, 2018 shall be a tier 1 employees, which is 5% in between each salary step

Both parties agree that the City shall have the right to reinstitute the Tier two Salary Schedule as exhibit C and include the same top step and bottom step as Exhibit B but with additional steps with 2.5% between each step. Tier two would be for new hires after date of implementation only. Tier two may only be reinstituted in an effort to mitigate layoffs during layoff impact meet and confer, if layoffs become necessary.

~~To be eligible for advancement to Step F or G, the member must have completed two (2) years in their current classification. (See exhibit A)~~

~~**SALARY TIER 2 EMPLOYEES** - Employees hired on or after January 1, 2018 shall be tier 2 employees, which is 2.5% in between each salary step. (See exhibit B)~~

9.3 ~~SALARY INCREASES~~COST OF LIVING ADJUSTMENTS 2025 & 2026

~~Effective the first pay period following July 1, 2019~~January 1, 2024 ~~the City shall implement a 4~~ 3% COLA salary increase and the following salary increase by classification:

~~Municipal Law Enforcement Officer 6.09%~~
~~Public Safety Dispatcher 9.14%~~
~~Public Safety Dispatch Supervisor 26.0%~~
~~Police Records Technician 12.15%~~
~~Police Records Supervisor 11.32%~~
~~Police Administrative Assistant 1.90%~~

- Effective the pay period that includes January 1, 2025, the City shall implement a Cost-of-Living Adjustment (COLA) for all classifications based on the annual SF/Hayward/San Jose CPI – October 2024, but in any event this shall be no less than 3% and no greater than 5%.

- Effective the pay period that includes January 1, 2026, the City shall implement a Cost-of-Living Adjustment (COLA) for all classifications based on the annual SF/Hayward/San Jose CPI – October 2025, but in any event this shall be no less than 3% and no greater than 5%.

Effective the first pay period following July 1, 2020 January 1, 2025 the City shall implement a n 3-5% COLA increase based on SF/Hayward/San Jose CPI – October.

- but in any event this shall be no less than 3% and no greater than 5%4% salary increase.
-

Effective January 1, 2026 the City shall implement an 3-5% COLA increase based on SF/Hayward/San Jose CPI – October.

- but in any event this shall be no less than 3% and no greater than 5%.Effective the first pay period following July 1, 2021 the City shall implement a 4% salary increase.

ARTICLE 10 - OVERTIME

10.1 Employees required to work in excess of forty (40) hours per work week based on a five (5) day eight (8) hour schedule shall receive one and one-half (1½) times their appropriate regular rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off for holidays, vacations and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided however, that the employee may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty.

10.1 **10.2** Employees who are scheduled to work a twelve (12) hour shift schedule or four (4) day ten (10)hour shift schedule, overtime work shall be defined as all authorized work in excess of forty (40) hours in a (7) day workweek, rounded to the nearest ¼ hour (fifteen minutes). Overtime shall be paid at one and one-half (1 ½) times their regular rate of pay.

10.2

Time worked contiguous to a normally assigned shift shall be treated as overtime.

10.3 The department shall not change a unit employee's shift solely for the reason of avoiding payment of overtime. In the event that less than 48 consecutive hours advance notice is given by the department to the employee of such change, the first shift shall be compensated at the rate of time and one half, as a one time shift change stipend. This Section shall not apply to voluntary shift trade amongst unit employees.

In computing the hours worked in any work week, time off for holidays, vacations and compensatory time off (CTO) shall be calculated as time worked. Earned

overtime shall be paid in the regular biweekly payroll; provided however, that the employee may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty.

10.4 Time worked contiguous to a normally assigned shift shall be treated as overtime.

10.5 The department shall not change a unit employee's shift solely for the reason of avoiding payment of overtime. In the event that less than 48 consecutive hours advance notice is given by the department to the employee of such change, the first shift shall be compensated at ~~the rate of time and one-half~~one and one half (1-1/2) times their regular rate of pay, as a one-time shift-change stipend. This Section shall not apply to voluntary shift trade amongst unit employees.

10.6 Safety Leave- Refer to City of Oroville ~~Personel~~Personnel Rules.

ARTICLE 11 - COMPENSATORY TIME OFF (CTO)

11.1 COMPENSATORY TIME OFF (CTO) -

Members may accrue compensatory time in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

- No more than ~~120~~ 200 hours of CTO may be carried on the books at any time. ~~Any CTO balance above 80 hours shall be cashed out at the time of the second paycheck in December each year.~~
- A member's decision to elect CTO instead of overtime pay is irrevocable.
- Upon separation, the member will be paid at the member's current hourly rate for the remaining CTO balance.
- CTO may be cashed out in March and December.
- Accrued ~~Any~~ CTO balance above 80 hours as of November 30th shall be cashed out and paid on the second ~~at the time of the second~~ paycheck in December of each year.

- In the case of an emergency, CTO may be cashed out at the discretion of the Chief of Police.
- Members shall have the ~~option of receiving~~ CTO cash out on a separate check.
- Requests made 21 days in advance shall be honored, unless, at the Chief of Police's discretion, staffing levels are such that honoring the request would pose an undue hardship on the department.

ARTICLE 12 - BI-LINGUAL PAY

12.1 BI-LINGUAL PAY - Employees proficient to a working level in a non-English language that is commonly encountered in the area, shall receive $200 per month. Languages currently eligible for bi-lingual pay are: Spanish, Hmong, Mien and

Vietnamese, or any other languages as approved by the City Administrator.

ARTICLE 13 - SHIFT DIFFERENTIAL PAY

13.1 SHIFT DIFFERENTIAL PAY - Employees working swing shift (between the hours of 1600 and 0200) shall receive an additional $.58 per hour to their base pay for shift differential. Employees working the graveyard shift (between the hours of 2000 and 0600) shall receive an additional $1.16 per hour to their base pay for shift differential pay.

13.2 EXCLUDED CLASSIFICATIONS – The following classifications are not eligible for shift differential:

a. Police Administrative Assistant
b. Police Records Technician.

ARTICLE 14 - DISPATCHER TRAINING INCENTIVE

14.1 DISPATCHER TRAINING INCENTIVE - Qualified Post Certified ~~Public Safety Communication Specialists~~ Public Safety Dispatchers assigned by Department Management to train new employees shall be paid an additional 5% pay per hour for the hours they perform such training.

ARTICLE 15 - EDUCATION INCENTIVE

15.1 EDUCATION INCENTIVE - All employees shall be eligible upon receipt of pertinent documentation for education incentive pay as follows:

- B.A. or B.S. degree $250.00/Mo.
- A.A. or A.S. degree or 60 units of General Education and/or job related courses $125.00/Mo.

The member must have taken undergraduate course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS or undergraduate certification. No employee may receive compensation for more than one degree.

ARTICLE 16 - OUT OF CLASS PAY

16.1 An employee assigned to temporary duties of a higher job classification shall not receive the pay of the higher job classification, but shall at the time of the temporary assignment immediately receive 5% above their base pay.

ARTICLE 17 - RETIREMENT BENEFITS

17.1 CLASSIC MEMBERS - All OPOA Non-Sworn members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations. All classic members shall pay a member contribution of 10%.

NEW MEMBERS - Effective January 1, 2013 and upon hire, all new OPOA Non-Sworn members shall receive the 2%@62 formula and shall pay 50% of the normal cost, as determined by CalPERS, plus an additional 3% cost sharing contribution. . "New members" shall be defined as individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

MISCELLANEOUS PROVISIONS -

- The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.
- Effective January 1, 2013 or after, new OPOA Non-Sworn members will have their retirement benefit calculations based off their three (3) highest years.
- Sick Leave Conversion for P.E.R.S Retirement Credit is available for all members.

17.2 PUBLIC EMPLOYEE PENSION REFORM ACT:

It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.

ARTICLE 18 - HEALTH BENEFITS

18.1 The City agrees to continue to provide insurance benefits for employees and their dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability insurance.

The City currently contributes the following amounts towards medical insurance:

Tier 1 Health Benefits (Employees hired prior to February 19, 2019)			
Plan	**Gold PPO**	**HDHP-10%**	**Silver PPO**
Employee Only	100%	100%	100%
Employee + 1	$~~756.40~~ 1,090.40	$~~729.92~~ 1,008.92	$~~703.46~~ 1,324.74

Employee + Family	$~~835.50~~ 1,270.50	$~~801.10~~ 1,163.10	$~~766.68~~ 1,646.84

Tier 2 Health Benefits (Employees hired after February 19, 2019)			
Plan	**Gold PPO**	**HDHP-10%**	**Silver PPO**
Employee Only	Silver PPO Rate	Silver PPO Rate	100%
Employee + 1	0	0	$~~703.46~~ 1,324.74
Employee + Family	0	0	$~~766.68~~ 1,646.84

- The City currently contributes $59.10 per month, per employee, for dental insurance.
- The City currently contributes 100% per month, per employee, for vision insurance.
- The City currently contributes 100% per month, per employee, for life and long-term disability insurance.

18.2 HEALTH INSURANCE REVIEW COMMITTEE

The City agrees to participate in the established Health Insurance Review Committee. The Human Resource Analyst and up to two representatives from each City employee group may attend the meeting on behalf of the City of Oroville. The purpose of the Committee is on-going review of health,
dental and vision plans and the making of recommendations to the City Council, City Administrator and the respective employee group regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee employees shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the employee's normal work hours, nor shall such employees receive overtime or call-back pay for service on the committee. The Committee shall have access to such non-confidential information as necessary to carry out its purpose.

18.3 APPROVAL OF FUTURE PLAN CHANGES

A. Both the City and the OPOA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the

contrary, the City employee groups agree that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority of the employees of the City who are covered by the plan who vote on such changes.

B. The Health Insurance Review Committee established in Section 18.2 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the employees pursuant to Subsection 18.3 (A). The proposed changes reviewed by the Committee may be initiated by the Committee, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered employees. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, should the Committee decline to recommend a City proposal for submittal to a vote of the covered employees, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered employees, in which case the results of the election shall be final.

18.4 INTERNAL REVENUE CODE SECTION 125 COLLABORATION

The City and the OPOA agree to collaborate in the planning and implementation of a program qualified under Section 125 of the Internal Revenue Code.

18.5 RETIREE MEDICAL

(a) City Paid Medical Benefit After Retirement

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service, or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age ~~reuired~~ required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 15 years of service with the City of Oroville, and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age ~~reuired~~ required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be

paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 10 years of service with the City of Oroville, and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age ~~reuired~~ required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees. Th~~The City agrees that a retired employee or spouse of a deceased retired employee, at their own expense, may purchase health insurance benefits at the current premium rates paid by the City for regular employees.~~

18.6 DEFERRED COMPENSATION

The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan.

ARTICLE 19 - LONGEVITY PAY

19.1 In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the educational incentive shown below:

YEARS	INCENTIVE
20 years or more	$300.00
15-19 years	$150.00

The City Council shall decide on the timing and manner for the award presentation.

ARTICLE 20 - VACATION POLICY

20.1 Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

- 1 through 4 years 80 hours
- 5 through 11 years 120 hours
- 12+ years – 8 hours for each additional year to a maximum of 160 hours.

20.2 VACATION CARRYOVER - The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture

that may be imposed due to the accrual ceiling may petition the Chief of Police and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Chief of Police has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

20.3 An employee who is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

20.4 Vacation/Longevity Seniority Bridge

The Police Chief may petition the City ~~Manager~~Administrator for a seniority bridge. Upon City ~~Manager~~Administrator approval, a seniority bridge may be implemented to help with recruitment and retention.

The seniority bridge applies to vacation accrual and longevity pay only. Only prior public sector service in the same or substantially similar classification will apply.

An example of the application of seniority bridge is a new hire has ten (10) years of prior service as a Public Safety Dispatcher with a County or City Police Department. The new hire (lateral) would be entitled to the ten (10) years vacation accrual rate and ten (10) years longevity ~~pay~~rate with the city.

Seniority Bridge will only apply to Public Safety Dispatcher, Public Safety Dispatch Supervisor and MLE (CSO) classifications of the non-sworn unit.

For purposes of this section, “YEARS OF SERVICE" includes an employee’s years of service at their most recent law enforcement employer.

~~**20.4** Vacation policy sign up will be conducted in accordance with overall seniority with the Police Department. Employees will be allowed to sign up for any one continuous increment, which they choose and for which they are eligible prior to passing the list. An additional increment of time may be chosen upon recirculation of the list. Once a list is passed on it shall circulate in accordance with seniority without any alteration of rotation or any right for senior employees to bump less senior employee's choices of vacation.~~

~~ARTICLE 21 - VACANCIES~~

~~21.1 VACANCIES - When a position becomes vacant, the vacancy shall be posted on the department bulletin board for a period of five (5) business days prior to making the opening public.~~

ARTICLE 22 - HOLIDAYS

22.1 The following holidays shall be observed by the City:

(1) New Year's Day, January 1
(2) Martin Luther King Day, 3rd Monday in January
(3) Lincoln's Birthday, February 12
(4) President's Day, 3rd Monday in February
(5) Memorial Day, last Monday in May

Juneteenth Day, June 19th
(6) Independence Day, July 4
(7) Labor Day, the 1st Monday in September
(8) Veteran's Day, November 11
(9) Thanksgiving Day, 4th Thursday in November
(10) The day after Thanksgiving
(11) The day before Christmas
(12) Christmas Day, December 25
(13) Floating Holiday, Refer to Article 23.5

22.2 HOLIDAY PAY:

A. ~~4/10 rotating shift schedule~~. ~~Employees shall be compensated for each holiday by ten (10) hours of straight time pay.~~

Employees shall be compensated for each holiday on a shift basis (10 hours for a 10-hour shift; eight (8) hours for an 8-hour shift) of straight time compensation.

In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1½) times the straight time rate of pay irrespective of when the holidays may be observed by the employee.

~~B. 4/10 weekday work schedule. Employees shall be compensated for time off in observance of each holiday by ten (10) hours of straight time pay. In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1 ½) times the straight time rate of pay.~~

~~C. 5/8 weekday work schedule. Employees shall be compensated for time off in observance of each holiday by eight (8) hours of straight time pay. In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1½) times the straight time rate of pay.~~

22.3 ~~No holiday leave shall be used in place of vacation leave except when the holiday falls within a regularly scheduled vacation leave.~~

22.4 The employee may choose to bank holiday hours in a "Holiday Pay" bank. All holiday hours will be cashed out by the first pay check in December of each year as prescribed by the Public Employee Retirement System, with the option of having a separate check or include it in payroll.

22.5 The City agrees to provide the employees one floating holiday that must be used by the end of the calendar year. If not used, the benefit will extinguish (no banking). If the requested time off would require that another person be called back, held over, or the vacancy filled through overtime, the leave will not be granted. The Chief of Police and the City Administrator may grant an extension.

ARTICLE 23 - SICK LEAVE

23.1 Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or a member of an employee's immediate family, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.

23.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick Leave with pay is cumulative at the rate of eight (8) hours for each month of service beginning the first calendar month following regular probationary employment.

23.3 An employee returning to duty after an absence of more than three (3) consecutive days without loss of salary resulting from sickness or injury shall provide the immediate supervisor for filing in the employee's personnel file, a doctor's certificate ~~or personal affidavit~~ verifying the employee was ill or injured.

23.4 Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.

~~**23.5** An employee who takes a leave of absence without pay for a period in excess of thirty (30) days shall forfeit one (1) day of sick leave benefits for each such 30 day period.~~

23.5~~6~~ Employees shall accumulate unused sick leave without limitation. ~~as to a maximum number of days.~~

~~**23.7** The City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January-June, July-December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established.~~

~~**23.8**~~ Retiree Medical Sick Leave Conversion

LONG TERM EMPLOYEES – Employees with 5 or more years of City service as of February 19, 2019 that regularly retire from City service may convert up to 100% of their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement.

SHORT TERM EMPLOYEES – Employees with less than 5 years of City service as of February 19, 2019 that regularly retire from City service may convert up to 240 hours of accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave to a maximum of 240 hours. All other accumulated unused sick leave may be converted to CalPERS service credit.

NEW HIRES - Employees hired after February 19, 2019 are ineligible for retiree medical sick leave conversion.

23.~~9~~7 An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or compensating time off in lieu thereof.

ARTICLE 24 - BEREAVEMENT LEAVE

24.1 Employees who have completed thirty (30) days ~~six (6) months~~ of service are entitled to receive up to 40 hours of ~~five (5) days~~ bereavement leave per occurrence. Leave~~, which~~ shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent, of an immediate family member. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected, and the date of return to City service.

24.2 Immediate family includes the following individuals of an employee's family: spouse, domestic partner, natural, step, adopted, foster or legal child, parent, step parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law.~~, or any person residing in the immediate household of the employee at the time of death.~~

ARTICLE 25 - MATERNITY LEAVE

25.1 Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6.

ARTICLE 26 - MILITARY LEAVE

26.1 Military Leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the City Administrator an opportunity within the limits of military regulations, to determine when such leave shall be taken.

ARTICLE 27 - UNPAID LEAVE

27.1 **UNPAID LEAVE -** Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Chief of Police may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approval by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee, on leave, to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

A. Shall not accrue seniority.
B. Shall not receive contributions towards any benefits.
C. May continue medical benefits and/or life and long-term disability plans; said employee shall be responsible for 100% of the premium costs.

ARTICLE 28 - JURY DUTY

28.1 Every employee who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to their supervisor, shall be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee, while being interviewed for or while serving on a jury.

ARTICLE 29 - LIGHT DUTY

29.1 Members unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and the member’s physician have determined as an acceptable assignment, and shall not impede the member's recovery. The member shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments

under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled member. Member will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 30 - BULLETIN BOARDS

30.1 A bulletin board shall be provided to the OPOA for use of association business. This does not include an electronic bulletin board.

ARTICLE 31 - ASSOCIATION DUES

31.1 **PAYROLL DEDUCTIONS -** The City shall deduct an authorized amount from each employee's paycheck to be remitted monthly to the OPOA. The OPOA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

ARTICLE 32 - RANDOM DRUG AND ALCOHOL TESTING

32.1 OPOA members agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this Memorandum only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OPOA without written mutual agreement of the parties.

ARTICLE 33 - LAYOFF PROCEDURE

33.1 **LAYOFF PROCEDURE –** If the City finds it necessary to impose layoffs then the order of those layoffs shall be determined by Classification Seniority as defined in Section 5.2.

33.2 **BUMPING RIGHTS –** An employee who is laid off from a higher classification may assume a lower classification based on Overall Seniority as defined in Section 5.1.

33.3 **ORDER OF LAYOFFS –** Prior to laying off a full time employee all part-time or extra help employees shall be laid off.

ARTICLE 34 - DISCIPLINE

34.1 ~~City Policy, Public Safety Officer Procedural Bill of Rights and Department Policies:~~ It is the policy of the Department that discipline of Departmental employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct in the judgment of the Department Head, disciplinary action will be initiated.

When job performance is unsatisfactory in the judgment of the Department Head,

disciplinary action may be initiated.

Department Head in the case of the Oroville Police Department shall be the Chief of Police.

~~All employees of this unit shall be afforded POBR rights.~~

34.2 Definition: As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

34.3 Persons Authorized to Initiate Disciplinary Action: Discipline may be initiated by those authorized in the City Personnel Rules

34.4 Cause for Disciplinary Action: Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

A. Misstatement of facts during the hiring process;
B. Falsification of any entry on a City document (e.g., time card, expense report)
C. Disclosure of confidential information;
D. Insubordination or willful disobedience;
E. Incompetence, inefficiency, or unsatisfactory job performance;
F. Discriminatory, discourteous or unbecoming behavior;
G. Theft, misuse, or unauthorized use or possession of City property;
H. Dishonesty;
I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
L. Excessive absence or tardiness;
M. Absence without approved leave;
N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

34.5 PRELIMINARY NOTICE OF DISCIPLINARY ACTION:

A. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally or by first class mail and certified mail, return

receipt requested, to the last known address of the employee. The last known address shall be deemed to be the last address that is within the employee's official personnel file. If notice is provided by mail, the employee shall be deemed to have received notice ten (10) workdays after the date of the mailing.

B. The Preliminary Notice shall include:
   a. A statement of the nature of the disciplinary action;
   b. The effective date of the disciplinary action;
   c. A statement of the reasons for the disciplinary action citing the item(s) under Article 34.4, or the Personnel Rules which have been violated;
   d. Any supporting material;
   e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and,
   f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

34.6 RESPONDING TO PROPOSED DISCIPLINE~~SKELLY MEETING~~:

A. An employee who is subject to disciplinary action involving loss of pay, suspension, demotion or termination of employment shall have the right, within five (5) work days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Personnel Director.

B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.

D. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

34.7 APPLICATION OF APPEAL PROCEDURE:

A. Permanent Status: This article shall only apply to employees with permanent status with the City.

B. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.

C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment

D. Temporary Upgrade (Additional Assignments): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.

~~D.~~E. Upon the request of an employee, a written reprimand, counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code _3300-3311 and applicable City Ordinances and Departmental Policies. The decision to remove such materials shall be solely within the discretion of the Department Head.

~~E. A written reprimand shall be appealable only to the City Administrator or his/her designee with the right to present the employee's position and supporting evidence, but no right to confront or cross-examine witnesses. The decision of the City Administrator or designee shall be final.~~

~~F. Upon the request of an employee with the discretion of the Department Head, Chief of Police, or Fire Chief,, a written reprimand, a counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code 3300-3311 and applicable City Ordinances and Departmental Policies.~~

34.8 APPEAL OF DISCIPLINARY ACTION:

A. An employee who receives a written reprimand that will be placed in their personnel file may request an appeal of the reprimand with the City Administrator. The City Administrator shall review the written reprimand and response and may review any supporting materials or make whatever further inquiry he or she deems necessary. The City Administrator has full discretion to uphold, amend or alter the written reprimand and the determination of the City Administrator shall be final. An employee receiving a written reprimand has the right to draft and, within 30 days, submit a response to the reprimand.

~~A.~~B. Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, disciplinary actions involving a loss of pay, suspension, demotion or termination of employment may be appealed to advisory arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.

C. Appeals of disciplinary actions to advisory arbitration shall be pursuant to Article ~~thirty-five~~ thirty-five Step 4 (Grievance and Advisory Arbitration Procedure) of this Memorandum of Understanding.

a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.

b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by ~~The Bargaining~~ The Association ~~Unit~~, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.

c. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

D. ~~The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.~~

An employee failure to adhere to any timeframe provided for in this section or in the Articles Governing Arbitration shall be deemed to be an abandonment of the appeal, shall terminate the appeal process and no further appeal steps shall be available.

~~B.~~A. ~~Appeals of disciplinary actions to advisory arbitration shall be pursuant to Article thirty-five (Grievance Procedure) of this Memorandum of Understanding.~~

~~a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.~~

~~b.~~a. ~~The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.~~

~~c.~~d. ~~The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.~~

ARTICLE 35 - GRIEVANCE AND ADVISORY ARBITRATION PROCEDURE

35.1 PURPOSE - This grievance and advisory arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

35.1.1 To resolve grievances informally at the lowest possible level.

35.1.2 To provide an orderly procedure for reviewing and resolving grievances promptly.

35.2 DEFINITIONS -

35.2.1 A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

35.2.2 As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.

35.2.3 As used in this procedure the term "party" means an employee, the Association or the City.

35.2.4 As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OPOA.

35.2.5 As used herein, workday shall represent any day that City Hall is open for business.

35.3 TIME LIMITS - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

35.4 PRESENTATION - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

35.5 EMPLOYEE RIGHTS - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

35.6 APPLICATION - Grievances shall be brought through this Article.

35.7 INFORMAL DISCUSSION - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the President of the Association. Within five (5) workdays, the immediate supervisor shall give a decision or response.

35.8 FORMAL GRIEVANCE – STEP 1 -

35.8.1 If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

35.8.1.1 Ten (10) workdays after the event or circumstances occasioning the grievance; or the employees' knowledge of the occurrence which gives rise to the grievance or

35.8.1.2 Ten (10) workdays of the decision rendered in the informal grievance procedure.

35.8.1.3 A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.

35.8.1.4 Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

35.9 FORMAL GRIEVANCE – STEP 2 - If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) workdays to the Chief of Police or designee. The grievant may be represented by the Association or designee. If the Chief of Police ~~appointing authority~~ or designee is the first level of appeal, the grievant may bypass Step 2.

35.9.1 Within ten (10) workdays after the initiation of the Step 2, the Chief of Police or designee ~~of the appointing authority~~ at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

35.10 FORMAL GRIEVANCE – STEP 3 - If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays to the City Administrator. The Association or designee may represent the grievant.

35.10.1 The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) workdays of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.

35.11 ADVISORY ARBITRATION – STEP 4 - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to advisory arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) workdays of receipt of the Step 3 decision.

35.12 RESPONSE - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

35.13 COPY OF DECISION - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

35.14 ASSIGNMENT OF AN ARBITRATOR - An arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator. Failure to participate in the selection process within the proscribed timeframe or pursuant to an extension mutually agreed to between the Parties shall constitute an abandonment of the appeal.

35.15 FINDINGS - The arbitrator shall submit his/her findings and recommendations in writing to the City and the grievant.

35.16 CITY COUNCIL REVIEW

1. The City Council may approve, modify or reverse the findings of the arbitrator and its decision shall be final.
2. Any decision rendered by the City Council shall be made within twenty-eight (28) calendar days of the receipt of a request, unless extended by the City Council, but in no event more than 45 calendar days.

35.16 COSTS - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OPOA shall not be charged any ,witness fees for City employees

35.17 WITNESSES - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an advisory arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 36 - CODE OF ETHICS

36.1 OPOA-Non-Sworn members shall abide by the Code of Ethics attached hereto as Exhibit “C”.

ARTICLE 37 - PEACEFUL PERFORMANCE

37.1 The City and the OPOA recognize and acknowledge that the services performed by the employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. The OPOA agrees that under no circumstances during the term of this agreement will the OPOA, recommend, encourage, cause or permit its employees to initiate, recognize, participate in, nor will any employee of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (thereinafter collectively referred to as work stoppage), in any office or

department of this jurisdiction nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any employee of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said stoppage has ceased.

ARTICLE 38 - SAVINGS CLAUSE

38.1 Should any portion of this Memorandum or any provisions herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 39 - ZIPPER CLAUSE

39.1 This Memorandum constitutes the whole agreement between the City of Oroville and the OPOA. There exists no other agreements or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OPOA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OPOA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 40 - TERM AND OPENING CLAUSE

40.1 This Memorandum of Understanding shall be effective ~~February 19, 2019~~ January 1, 2024 and shall remain in effect through ~~June 30, 2022~~ December 31, 2026 and shall continue thereafter unless either party gives written notice requesting negotiation of a new Memorandum of Understanding.

40.2 The MOU Article 17; Section 17.1-PERS Contribution is subject to being reopened if the PERS Employer's Cost rise above 19% during the term of this MOU.
~~The MOU is subject to being reopened if the PERS Employer's Cost rise above 19%. If the MOU is reopened, parties will agree on a neutral third party to do a financial analysis regarding the City's finances. The City will pay the first $10,000 of costs for the analysis, and the remainder will be shared by the City and Employees.~~

Article 41- Bi-weekly Payments

The City shall provide all payments on a bi-weekly schedule to simplify payroll distribution and CalPERS reporting. This means that where a payment is identified in this MOU as a monthly benefit or described other than on a bi-weekly schedule, it shall be paid in a manner that is consistent with and prorated to the bi-weekly pay periods of the city. This is to include but not limited to, education incentive, POST certificates, bi-lingual pay, Silver PPO incentive, Opt Out incentives, etc.

~~ARTICLE 41 - TOTAL COMPENSATION SURVEY~~

~~**41.1** If by January 1, 2016, the City's general fund revenue has increased by 10% or more, the City will undertake a total compensation survey, looking at comparable jurisdictions, and, if the City finds that employee compensation is over 5% lower than the comparable jurisdictions, the City will begin discussions to create a corrective plan to correct the discrepancy. General fund revenue will be defined as Core Revenues, which included property tax, sales and use tax, transient occupancy tax, utility user tax, franchise tax, and motor vehicle in lieu.~~

This memorandum was recommended to the City Council of the City of Oroville on May 7, 2019.

OROVILLE POLICE OFFICER'S ASSOCIATION

_____

Robert Olive ~~Shane Carpenter~~, OPOA Vice-President

_____

Kristina Wicker-Estes ~~Shaun Du Fosee~~, Mastagni

CITY OF OROVILLE

_____

~~Thomas Lando, Interim~~Brian Ring, City Administrator

Approved as to form:

_____
Scott E. Huber, City Attorney

Executed by:

_____
~~Charles F. Reynolds~~David Pittman,
Mayor

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE POLICE OFFICERS' ASSOCIATION NON-SWORN UNIT

JANUARY 1, 2024 – DECEMBER 31, 2026

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. _____, adopted at its regular meeting of April 16, 2024.

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ARTICLE 1 - RECOGNITION/DUES DEDUCTIONS

1.1 **RECOGNITION -** Pursuant to Government Code sections 3507.1, the City of Oroville recognizes the Oroville Police Officers Association (OPOA) as the exclusive representative of the Police Non-Sworn Unit

The Oroville Police Officers Association (OPOA) represents the following classifications:

- Municipal Law Enforcement Officer
- Public Safety Dispatcher
- Public Safety Dispatch Supervisor
- Police Records Technician
- Police Records Supervisor
- Police Administrative Assistant

1.2 **DUES DEDUCTIONS -** Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify to the City any new members of the Association.

Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the City.

The Association shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments, and other forms of liability arising out of the application or enforcement of this Section.

Any Association member who notifies the City of their desire to discontinue dues or otherwise withdraw from Association membership shall be referred back to the Association. The City agrees to continue all dues deductions until notified of a deduction change by the Association

ARTICLE 2 - SCOPE OF REPRESENTATION

2.1 This agreement covers the wages, hours, terms, and conditions of employment for the term of the agreement for those employees represented by the OPOA.

ARTICLE 3 - MAINTENANCE OF BENEFITS

3.1 Changes to the City's Personnel Rules & Regulations, policies and Department Policies shall require a meet and confer with the OPOA prior to implementation.

ARTICLE 4 - CITY RIGHTS AND RESPONSIBILITIES

4.1 The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel
- To manage, control, and determine the mission of its departments, building facilities, and operations
- To create, change, combine or abolish jobs, departments, and facilities in whole or in part
- To subcontract or discontinue work for economic or operational reasons
- To direct the work force
- To increase or decrease the work force and determine the number of employees needed
- To hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof
- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any regulating, authorizing, or empowering the City to act or refrain from acting.

ARTICLE 5 - SENIORITY

5.1 **OVERALL SENIORITY -** “Seniority” for the purposes of vacation accrual shall be computed based on total uninterrupted length of service with the City.

5.2 **CLASSIFICATION SENIORITY -** Classification Seniority is defined as the total time served in the classification or higher classification within the department.

5.3 **DEPARTMENT SENIORITY -** Department Seniority begins upon full-time hire in the Department.

5.4 **TIES IN SENIORITY -** Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee’s ranking on the eligibility list.

5.5 **SENIORITY LIST -** The Department shall provide a seniority list to the OPOA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 6 - CALL-BACK PAY

6.1 In the event of a call-back or return to duty, an employee shall receive a minimum of two (2) hours, at the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for time worked at the appropriate rate of pay, calculated to the nearest fifteen (15) minutes.

6.2 Should the call-back require an employee to work on a day they are not otherwise scheduled to work because of a normal day off or scheduled vacation, the minimum call-back for the purposes of 6.1 above shall read three (3) hours instead of two (2) hours.

ARTICLE 7 - WORK PERIODS

7.1 **Work Period**
The normal work period is 40 hours in a seven-day workweek. The work period shall commence on Monday at 12:01 AM and end the following Sunday at 11:59 PM. For the purposes of the FLSA and overtime, employees are eligible for overtime for work in excess of forty (40) hours in a work period as provided by the Fair Labor Standards Act.

7.2 **Workday**
A workday is a specific and regularly scheduled period of time consisting of eight (8), ten (10), or twelve (12) consecutive hours daily as determined by a fixed work schedule.

7.3 **Work Schedule**
Employees will work a schedule that is at the discretion of the Police Chief or designee. A mixture of suitable shift assignments may be assigned as necessary to provide adequate service as determined by the Police Chief or designee.
The standard shift schedule for employees in the association shall be 80 hours per two weeks utilizing 8-hour workday, 12-hour workday, 10-hour workday or a combination of both. The shift schedule shall be fourteen (14) days beginning at 12:01 AM on Monday and continuing until 11:59 PM on the following Sunday night of the second week. The Police Department shall render service continuously on a twenty-four (24) hours basis without interruption.

7.4 Any change in the work SHIFT ROTATION shall be subject to a 10-day advanced notice.

ARTICLE 8 UNIFORM ALLOWANCE

8.1 Each employee covered by this Memorandum may purchase uniforms up to $720 per calendar year. Employees may purchase uniforms in the following months: March, June, September, and November each year.

Newly hired employees shall initially be eligible for $720 to purchase uniforms and necessary safety equipment not issued by the agency. At the one-year anniversary date the employee shall become eligible at the next purchase month.

Uniforms may be purchased on account from the City vendor or if purchased elsewhere, employee will pay up front and get reimbursed upon presenting receipts. Reimbursements shall be paid during a normal payroll cycle and shall include any required deductions for taxes and/or pension contributions as applicable. Uniforms shall be purchased according to the Oroville Police Department Uniform Policy No. 1045, for any article for Class A (1045.7), B (1045.7.2), C (1045.7.3) or D (1045.7.4) uniforms.

The City will not pay for or reimburse for any uniform articles that are not mentioned above. If there is a question of whether the uniform article purchase will or will not be reimbursable, employees shall utilize their chain of command to seek prior authorization from the Chief of Police, before said purchases are made.

ARTICLE 9 - SALARY

9.1 **SALARY -** The City agrees to compensate OPOA employees in accordance with the Classifications and Compensations as set forth in the attached Exhibit "A." The Salary Schedule shall be adjusted in accordance with negotiated 2023 compensation study results. Employee shall be placed on nearest positive step, plus 3% COLA, plus 1 additional step. Pay increases shall be retroactive to December 25, 2023.

9.2 **SALARY STEPS -** All salary steps are to be based on merit. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the employee's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence.

SALARY TIER 1 EMPLOYEES - Employees hired before January 1, 2018, shall be a tier 1 employees, which is 5% in between each salary step

Both parties agree that the City shall have the right to reinstitute the Tier two Salary Schedule as exhibit C and include the same top step and bottom step as Exhibit B but with additional steps with 2.5% between each step. Tier two would be for new hires after date of implementation only. Tier two may only be reinstituted in an effort to mitigate layoffs during layoff impact meet and confer if layoffs become necessary.

9.3 COST OF LIVING ADJUSTMENTS 2025 & 2026

- Effective the pay period that includes January 1, 2025, the City shall implement a Cost-of-Living Adjustment (COLA) for all classifications based on the annual SF/Hayward/San Jose CPI – October 2024, but in any event this shall be no less than 3% and no greater than 5%.

- Effective the pay period that includes January 1, 2026, the City shall implement a Cost-of-Living Adjustment (COLA) for all classifications based on the annual SF/Hayward/San Jose CPI – October 2025, but in any event this shall be no less than 3% and no greater than 5%.

ARTICLE 10 - OVERTIME

10.1 Employees required to work in excess of forty (40) hours per work week based on a five (5) day eight (8) hour schedule shall receive one and one-half (1½) times their regular rate of pay for all hours in excess of forty (40) hours.

10.2 Employees who are scheduled to work a twelve (12) hour shift schedule or four (4) day ten (10)hour shift schedule, overtime work shall be defined as all authorized work in excess of forty (40) hours in a (7) day workweek, rounded to the nearest ¼ hour (fifteen minutes). Overtime shall be paid at one and one-half (1 ½) times their regular rate of pay.

10.3 In computing the hours worked in any work week, time off for holidays, vacations, and compensatory time off (CTO) shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided however, that the employee may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty.

10.4 Time worked contiguous to a normally assigned shift shall be treated as overtime.

10.5 The department shall not change a unit employee's shift solely for the reason of avoiding payment of overtime. In the event that less than 48 consecutive hours advance notice is given by the department to the employee of such change, the first shift shall be compensated at one and one half (1-1/2) times their regular rate of pay, as a one-time shift-change stipend. This Section shall not apply to voluntary shift trade amongst unit employees.

10.6 Safety Leave- Refer to City of Oroville Personnel Rules.

ARTICLE 11 - COMPENSATORY TIME OFF (CTO)

11.1 COMPENSATORY TIME OFF (CTO) -

Members may accrue compensatory time in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

- No more than 200 hours of CTO may be carried on the books at any time.
- A member's decision to elect CTO instead of overtime pay is irrevocable.
- Upon separation, the member will be paid at the member's current hourly rate for the remaining CTO balance.
- CTO may be cashed out in March and December.
- Accrued CTO balance above 80 hours as of November 30th shall be cashed out and paid on the second paycheck in December of each year.
- In the case of an emergency, CTO may be cashed out at the discretion of the Chief of Police.
- Members shall have the CTO cash out on a separate check.
- Requests made 21 days in advance shall be honored, unless, at the Chief of Police's discretion, staffing levels are such that honoring the request would pose an undue hardship on the department.

ARTICLE 12 - BI-LINGUAL PAY

12.1 BI-LINGUAL PAY - Employees proficient to a working level in a non-English language that is commonly encountered in the area, shall receive $200 per month. Languages currently eligible for bi-lingual pay are Spanish, Hmong, Mien and Vietnamese, or any other languages as approved by the City Administrator.

ARTICLE 13 - SHIFT DIFFERENTIAL PAY

13.1 SHIFT DIFFERENTIAL PAY - Employees working swing shift (between the hours of 1600 and 0200) shall receive an additional $.58 per hour to their base pay for shift differential. Employees working the graveyard shift (between the hours of 2000 and 0600) shall receive an additional $1.16 per hour to their base pay for shift differential pay.

13.2 EXCLUDED CLASSIFICATIONS – The following classifications are not eligible for shift differential:

a. Police Administrative Assistant
b. Police Records Technician.

ARTICLE 14 - DISPATCHER TRAINING INCENTIVE

14.1 DISPATCHER TRAINING INCENTIVE - Qualified Post Certified Public Safety Dispatchers assigned by Department Management to train new employees shall be paid an additional 5% pay per hour for the hours they perform such training.

ARTICLE 15 - EDUCATION INCENTIVE

15.1 EDUCATION INCENTIVE - All employees shall be eligible upon receipt of pertinent documentation for education incentive pay as follows:

- B.A. or B.S. degree $250.00/Mo.
- A.A. or A.S. degree or 60 units of General Education and/or job-related courses $125.00/Mo.

The member must have taken undergraduate course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS or undergraduate certification. No employee may receive compensation for more than one degree.

ARTICLE 16 - OUT OF CLASS PAY

16.1 An employee assigned to temporary duties of a higher job classification shall not receive the pay of the higher job classification but shall at the time of the temporary assignment immediately receive 5% above their base pay.

ARTICLE 17 - RETIREMENT BENEFITS

17.1 **CLASSIC MEMBERS -** All OPOA Non-Sworn members employed with the City prior to January 1, 2013, shall maintain their current CalPERS formula and retirement benefit calculations. All classic members shall pay a member contribution of 10%.

NEW MEMBERS - Effective January 1, 2013, and upon hire, all new OPOA Non-Sworn members shall receive the 2%@62 formula and shall pay 50% of the normal cost, as determined by CalPERS, plus an additional 3% cost sharing contribution. . "New members" shall be defined as individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

MISCELLANEOUS PROVISIONS -

- The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.
- Effective January 1, 2013, or after, new OPOA Non-Sworn members will have their retirement benefit calculations based off their three (3) highest years.
- Sick Leave Conversion for P.E.R.S Retirement Credit is available for all members.

17.2 **PUBLIC EMPLOYEE PENSION REFORM ACT:**

It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.

ARTICLE 18 - HEALTH BENEFITS

18.1 The City agrees to continue to provide insurance benefits for employees and their

dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability insurance.

The City currently contributes the following amounts towards medical insurance:

Tier 1 Health Benefits (Employees hired prior to February 19, 2019)			
Plan	**Gold PPO**	**HDHP-10%**	**Silver PPO**
Employee Only	100%	100%	100%
Employee + 1	$1,090.40	$1,008.92	$1,324.74
Employee + Family	$1,270.50	$1,163.10	$1,646.84

Tier 2 Health Benefits (Employees hired after February 19, 2019)			
Plan	**Gold PPO**	**HDHP-10%**	**Silver PPO**
Employee Only	Silver PPO Rate	Silver PPO Rate	100%
Employee + 1	0	0	$ 1,324.74
Employee + Family	0	0	$ 1,646.84

- The City currently contributes $59.10 per month, per employee, for dental insurance.
- The City currently contributes 100% per month, per employee, for vision insurance.
- The City currently contributes 100% per month, per employee, for life and long-term disability insurance.

18.2 HEALTH INSURANCE REVIEW COMMITTEE

The City agrees to participate in the established Health Insurance Review Committee. The Human Resource Analyst and up to two representatives from each City employee group may attend the meeting on behalf of the City of Oroville. The purpose of the Committee is on-going review of health, dental and vision plans and the making of recommendations to the City Council, City Administrator and the respective employee group regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee employees shall establish guidelines for conducting meetings, frequency of meetings and the Committee

work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the employee's normal work hours, nor shall such employees receive overtime or call-back pay for service on the committee. The Committee shall have access to such non-confidential information as necessary to carry out its purpose.

18.3 APPROVAL OF FUTURE PLAN CHANGES

A. Both the City and the OPOA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City employee groups agree that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority of the employees of the City who are covered by the plan who vote on such changes.

B. The Health Insurance Review Committee established in Section 18.2 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the employees pursuant to Subsection 18.3 (A). The proposed changes reviewed by the Committee may be initiated by the Committee, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered employees. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, should the Committee decline to recommend a City proposal for submittal to a vote of the covered employees, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered employees, in which case the results of the election shall be final.

18.4 INTERNAL REVENUE CODE SECTION 125 COLLABORATION

The City and the OPOA agree to collaborate in the planning and implementation of a program qualified under Section 125 of the Internal Revenue Code.

18.5 RETIREE MEDICAL

(a) City Paid Medical Benefit After Retirement

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service, or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive

Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

18.6 DEFERRED COMPENSATION

The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan.

ARTICLE 19 - LONGEVITY PAY

19.1 In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the educational incentive shown below:

YEARS	INCENTIVE
20 years or more	$300.00
15-19 years	$150.00

The City Council shall decide on the timing and manner for the award presentation.

ARTICLE 20 - VACATION POLICY

20.1 Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

- 1 through 4 years 80 hours
- 5 through 11 years 120 hours
- 12+ years – 8 hours for each additional year to a maximum of 160 hours.

20.2 **VACATION CARRYOVER -** The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to the accrual ceiling may petition the Chief of Police and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Chief of Police has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

20.3 An employee who is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

20.4 Vacation/Longevity Seniority Bridge
The Police Chief may petition the City Administrator for a seniority bridge. Upon City Administrator approval, a seniority bridge may be implemented to help with recruitment and retention.

The seniority bridge applies to vacation accrual and longevity pay only. Only prior public sector service in the same or substantially similar classification will apply.

An example of the application of seniority bridge is a new hire has ten (10) years of prior service as a Public Safety Dispatcher with a County or City Police Department. The new hire (lateral) would be entitled to the ten (10) years vacation accrual rate and ten (10) years longevity rate with the city.

Seniority Bridge will only apply to Public Safety Dispatcher, Public Safety Dispatch Supervisor and MLE (CSO) classifications of the non-sworn unit.

For purposes of this section, "YEARS OF SERVICE" includes an employee's years of service at their most recent law enforcement employer.

ARTICLE 21 - HOLIDAYS

21.1 The following holidays shall be observed by the City:

(1) New Year's Day, January 1
(2) Martin Luther King Day, 3rd Monday in January
(3) Lincoln's Birthday, February 12
(4) President's Day, 3rd Monday in February
(5) Memorial Day, last Monday in May
(6) Juneteenth Day, June 19th
(7) Independence Day, July 4
(8) Labor Day, the 1st Monday in September
(9) Veteran's Day, November 11
(10) Thanksgiving Day, 4th Thursday in November
(11) The day after Thanksgiving
(12) The day before Christmas
(13) Christmas Day, December 25
(14) Floating Holiday, Refer to Article 23.5

21.2 HOLIDAY PAY:

A. Employees shall be compensated for each holiday on a shift basis (10 hours for a 10-hour shift; eight (8) hours for an 8-hour shift) of straight time compensation.

In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1½) times the straight time rate of pay irrespective of when the holidays may be observed by the employee.

21.3 The employee may choose to bank holiday hours in a “Holiday Pay” bank. All holiday hours will be cashed out by the first paycheck in December of each year as prescribed by the Public Employee Retirement System, with the option of having a separate check or including it in payroll.

21.4 The City agrees to provide the employees with one floating holiday that must be used by the end of the calendar year. If not used, the benefit will extinguish (no banking). If the requested time off would require that another person be called back, held over, or the vacancy filled through overtime, the leave will not be granted. The Chief of Police and the City Administrator may grant an extension.

ARTICLE 22 - SICK LEAVE

22.1 Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or a member of an employee’s immediate family, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.

22.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick Leave with pay is cumulative at the rate of

eight (8) hours for each month of service beginning the first calendar month following regular probationary employment.

22.3 An employee returning to duty after an absence of more than three (3) consecutive days without loss of salary resulting from sickness or injury shall provide the immediate supervisor for filing in the employee's personnel file, a doctor's certificate verifying the employee was ill or injured.

22.4 Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.

22.5 Employees shall accumulate unused sick leave without limitation.

22.6 Retiree Medical Sick Leave Conversion

LONG TERM EMPLOYEES – Employees with 5 or more years of City service as of February 19, 2019, that regularly retire from City service may convert up to 100% of their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement.

SHORT TERM EMPLOYEES – Employees with less than 5 years of City service as of February 19, 2019 that regularly retire from City service may convert up to 240 hours of accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave to a maximum of 240 hours. All other accumulated unused sick leave may be converted to CalPERS service credit.

NEW HIRES - Employees hired after February 19, 2019 are ineligible for retiree medical sick leave conversion.

22.7 An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or compensating time off in lieu thereof.

ARTICLE 23 - BEREAVEMENT LEAVE

23.1 Employees who have completed thirty (30) days of service are entitled to receive up to 40 hours of bereavement leave per occurrence. Leave shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent, of an immediate family member. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected, and the date of return to City service.

23.2 Immediate family includes the following individuals of an employee's family: spouse, domestic partner, natural, step, adopted, foster or legal child, parent, stepparent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law.

ARTICLE 24 - MATERNITY LEAVE

24.1 Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6.

ARTICLE 25 - MILITARY LEAVE

25.1 Military Leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the City Administrator an opportunity within the limits of military regulations, to determine when such leave shall be taken.

ARTICLE 26 - UNPAID LEAVE

26.1 **UNPAID LEAVE -** Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Chief of Police may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approval by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee, on leave, to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

A. Shall not accrue seniority.
B. Shall not receive contributions towards any benefits.
C. May continue medical benefits and/or life and long-term disability plans; said employee shall be responsible for 100% of the premium costs.

ARTICLE 27 - JURY DUTY

27.1 Every employee who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to their supervisor, shall be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee, while being interviewed for or while serving on a jury.

ARTICLE 28 - LIGHT DUTY

28.1 Members unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and the member’s physician have determined as an acceptable assignment and shall not impede the member's recovery. The member shall receive the rate of pay in effect

prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled member. Member will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 29 - BULLETIN BOARDS

29.1 A bulletin board shall be provided to the OPOA for use of association business. This does not include an electronic bulletin board.

ARTICLE 30 - ASSOCIATION DUES

30.1 **PAYROLL DEDUCTIONS -** The City shall deduct an authorized amount from each employee's paycheck to be remitted monthly to the OPOA. The OPOA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

ARTICLE 31 - RANDOM DRUG AND ALCOHOL TESTING

31.1 OPOA members agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this Memorandum only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OPOA without written mutual agreement of the parties.

ARTICLE 32 - LAYOFF PROCEDURE

32.1 **LAYOFF PROCEDURE –** If the City finds it necessary to impose layoffs, then the order of those layoffs shall be determined by Classification Seniority as defined in Section 5.2.

32.2 **BUMPING RIGHTS –** An employee who is laid off from a higher classification may assume a lower classification based on Overall Seniority as defined in Section 5.1.

32.3 **ORDER OF LAYOFFS –** Prior to laying off a full-time employee all part-time or extra help employees shall be laid off.

ARTICLE 33 - DISCIPLINE

33.1 It is the policy of the Department that discipline of Departmental employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct in the judgment of the Department Head, disciplinary action will be initiated.

When job performance is unsatisfactory in the judgment of the Department Head, disciplinary action may be initiated.

Department Head in the case of the Oroville Police Department shall be the Chief of Police.

33.2 Definition: As used herein, “disciplinary action” means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

33.3 Persons Authorized to Initiate Disciplinary Action: Discipline may be initiated by those authorized in the City Personnel Rules

33.4 Cause for Disciplinary Action: Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

A. Misstatement of facts during the hiring process;
B. Falsification of any entry on a City document (e.g., time card, expense report)
C. Disclosure of confidential information;
D. Insubordination or willful disobedience;
E. Incompetence, inefficiency, or unsatisfactory job performance;
F. Discriminatory, discourteous or unbecoming behavior;
G. Theft, misuse, or unauthorized use or possession of City property;
H. Dishonesty;
I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
L. Excessive absence or tardiness;
M. Absence without approved leave;
N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee’s City work performance; and engaging in unauthorized outside employment
P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee’s position.

33.5 PRELIMINARY NOTICE OF DISCIPLINARY ACTION:

A. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last

known address shall be deemed to be the last address that is within the employee's official personnel file. If notice is provided by mail, the employee shall be deemed to have received notice ten (10) workdays after the date of the mailing.

B. The Preliminary Notice shall include:
   a. A statement of the nature of the disciplinary action;
   b. The effective date of the disciplinary action;
   c. A statement of the reasons for the disciplinary action citing the item(s) under Article 34.4, or the Personnel Rules which have been violated;
   d. Any supporting material;
   e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and,
   f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

33.6 RESPONDING TO PROPOSED DISCIPLINE:

A. An employee who is subject to disciplinary action involving loss of pay, suspension, demotion or termination of employment shall have the right, within five (5) workdays after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Personnel Director.

B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.

D. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

33.7 APPLICATION OF APPEAL PROCEDURE:

A. Permanent Status: This article shall only apply to employees with permanent status with the City.
B. Probationary Status: An employee in probationary status shall have no right

to grieve or arbitrate release from probationary appointment.

C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment

D. Temporary Upgrade (Additional Assignments): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.

E. Upon the request of an employee, a written reprimand, counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code _3300-3311 and applicable City Ordinances and Departmental Policies. The decision to remove such materials shall be solely within the discretion of the Department Head.

33.8 APPEAL OF DISCIPLINARY ACTION:

A. An employee who receives a written reprimand that will be placed in their personnel file may request an appeal of the reprimand with the City Administrator. The City Administrator shall review the written reprimand and response and may review any supporting materials or make whatever further inquiry he or she deems necessary. The City Administrator has full discretion to uphold, amend or alter the written reprimand and the determination of the City Administrator shall be final. An employee receiving a written reprimand has the right to draft and, within 30 days, submit a response to the reprimand.

B. Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, disciplinary actions involving a loss of pay, suspension, demotion or termination of employment may be appealed to advisory arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.

C. Appeals of disciplinary actions to advisory arbitration shall be pursuant to Article thirty-five Step 4 (Grievance and Advisory Arbitration Procedure) of this Memorandum of Understanding.

a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.

b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Association, self-represented, or independent counsel, and the City,

which may be represented by the Personnel Department or counsel.

c. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

d. An employee's failure to adhere to any timeframe provided for in this section or in the Articles Governing Arbitration shall be deemed to be an abandonment of the appeal, shall terminate the appeal process and no further appeal steps shall be available.

ARTICLE 34 - GRIEVANCE AND ADVISORY ARBITRATION PROCEDURE

34.1 PURPOSE - This grievance and advisory arbitration procedure shall be used to process and resolve grievances arising under this Agreement.
34.1.1 To resolve grievances informally at the lowest possible level.
34.1.2 To provide an orderly procedure for reviewing and resolving grievances promptly.

34.2 DEFINITIONS -
34.1.1 A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.
34.1.2 As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.
34.1.3 As used in this procedure the term "party" means an employee, the Association or the City.
34.1.4 As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OPOA.
34.1.5 As used herein, workday shall represent any day that City Hall is open for business.

34.3 TIME LIMITS - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

34.4 PRESENTATION - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

34.5 EMPLOYEE RIGHTS - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

34.6 APPLICATION - Grievances shall be brought through this Article.

34.7 INFORMAL DISCUSSION - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the President of the Association. Within five (5) workdays, the immediate supervisor shall give a decision or response.

34.8 FORMAL GRIEVANCE – STEP 1 -

34.8.1 If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

34.8.1.1 Ten (10) workdays after the event or circumstances occasioning the grievance; or the employees' knowledge of the occurrence which gives rise to the grievance or

34.8.1.2 Ten (10) workdays of the decision rendered in the informal grievance procedure.

34.8.1.3 A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.

34.8.1.4 Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance and give a decision in writing to the grievant.

34.9 FORMAL GRIEVANCE – STEP 2 - If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) workdays to the Chief of Police or designee. The grievant may be represented by the Association or designee. If the Chief of Police or designee is the first level of appeal, the grievant may bypass Step 2.

34.9.1 Within ten (10) workdays after the initiation of the Step 2, the Chief of Police or designee at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

34.10 FORMAL GRIEVANCE – STEP 3 - If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays to the City Administrator. The Association or designee may represent the grievant.

34.10.1 The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) workdays of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.

34.11 ADVISORY ARBITRATION – STEP 4 - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to advisory arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) workdays of receipt of the Step 3 decision.

34.12 RESPONSE - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

34.13 COPY OF DECISION - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

34.14 ASSIGNMENT OF AN ARBITRATOR - An arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator. Failure to participate in the selection process within the proscribed timeframe or pursuant to an extension mutually agreed to between the Parties shall constitute an abandonment of the appeal.

34.15 FINDINGS - The arbitrator shall submit his/her findings and recommendations in writing to the City and the grievant.

34.16 CITY COUNCIL REVIEW

1. The City Council may approve, modify or reverse the findings of the arbitrator and its decision shall be final.
2. Any decision rendered by the City Council shall be made within twenty-eight (28) calendar days of the receipt of a request, unless extended by the City Council, but in no event more than 45 calendar days.

34.16 COSTS - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OPOA shall not be charged any ,witness fees for City employees

34.17 WITNESSES - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an advisory arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 35 - CODE OF ETHICS

35.1 OPOA-Non-Sworn members shall abide by the Code of Ethics attached hereto as Exhibit “C”.

ARTICLE 36 - PEACEFUL PERFORMANCE

36.1 The City and the OPOA recognize and acknowledge that the services performed by the employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. The OPOA agrees that under no circumstances during the term of this agreement will the OPOA, recommend, encourage, cause or permit its employees to initiate, recognize, participate in, nor will any employee of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (thereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any employee of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said stoppage has ceased.

ARTICLE 37 - SAVINGS CLAUSE

37.1 Should any portion of this Memorandum or any provisions herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 38 - ZIPPER CLAUSE

38.1 This Memorandum constitutes the whole agreement between the City of Oroville and the OPOA. There exists no other agreements or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OPOA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OPOA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 39 - TERM AND OPENING CLAUSE

39.1 This Memorandum of Understanding shall be effective January 1, 2024, and shall remain in effect through December 31, 2026, and shall continue thereafter unless either party gives written notice requesting negotiation of a new Memorandum of Understanding.

39.2 The MOU Article 17; Section 17.1-PERS Contribution is subject to being reopened if the PERS Employer's Cost rise above 19% during the term of this MOU.

ARTICLE 40- BI-WEEKLY PAYMENTS

The City shall provide all payments on a bi-weekly schedule to simplify payroll distribution and CalPERS reporting. This means that where a payment is identified in this MOU as a monthly benefit or described other than on a bi-weekly schedule, it shall be paid in a manner that is consistent with and prorated to the bi-weekly pay periods of the city. This is to include but not limited to, education incentive, POST certificates, bi-lingual pay, Silver PPO incentive, Opt Out incentives, etc.

This memorandum was recommended to the City Council of the City of Oroville on April 16, 2024.

OROVILLE POLICE OFFICER'S ASSOCIATION

_____
Robert Olive, OPOA President

OPOA MASTAGNI REPRESENTATIVE

_____
Kristina Wicker-Estes, Mastagni

CITY OF OROVILLE

_____
Brian Ring City Administrator

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

EXECUTED BY:

_____
David Pittman, Mayor

OPOA NON-SWORN 1ST TIER COMP STUDY PLUS 3%								
CLASSIFICATION: TIER 1	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	
Police Dispatch Supervisor	**$61,628**	**$64,709**	**$67,945**	**$71,342**	**$74,909**	**$78,655**	**$82,587**	**Annual**
	$5,135.67	$5,392.45	$5,662.07	$5,945.18	$6,242.43	$6,554.56	$6,882.28	Monthly
	$29.63	$31.11	$32.67	$34.30	$36.01	$37.81	$39.71	Hourly
Police Records Supervisor	**$53,142**	**$55,799**	**$58,589**	**$61,519**	**$64,594**	**$67,824**	**$71,215**	**Annual**
	$4,428.50	$4,649.93	$4,882.42	$5,126.54	$5,382.87	$5,652.01	$5,934.61	Monthly
	$25.55	$26.83	$28.17	$29.58	$31.06	$32.61	$34.24	Hourly
Police Admin. Assistant	**$44,706**	**$46,941**	**$49,288**	**$51,753**	**$54,340**	**$57,057**	**$59,910**	**Annual**
	$3,725.50	$3,911.78	$4,107.36	$4,312.73	$4,528.37	$4,754.79	$4,992.53	Monthly
	$21.49	$22.57	$23.70	$24.88	$26.13	$27.43	$28.80	Hourly
Police Dispatcher	**$48,144**	**$50,551**	**$53,079**	**$55,733**	**$58,519**	**$61,445**	**$64,518**	**Annual**
	$4,012.00	$4,212.60	$4,423.23	$4,644.39	$4,876.61	$5,120.44	$5,376.46	Monthly
	$23.15	$24.30	$25.52	$26.79	$28.13	$29.54	$31.02	Hourly
MLE	**$41,514**	**$43,590**	**$45,769**	**$48,058**	**$50,461**	**$52,984**	**$55,633**	**Annual**
	$3,459.50	$3,632.48	$3,814.10	$4,004.80	$4,205.04	$4,415.30	$4,636.06	Monthly
	$19.96	$20.96	$22.00	$23.10	$24.26	$25.47	$26.75	Hourly
Police Records Techician	**$41,514**	**$43,590**	**$45,769**	**$48,058**	**$50,461**	**$52,984**	**$55,633**	**Annual**
	$3,459.50	$3,632.48	$3,814.10	$4,004.80	$4,205.04	$4,415.30	$4,636.06	Monthly
	$19.96	$20.96	$22.00	$23.10	$24.26	$25.47	$26.75	Hourly
Police Recuit	**$58,775.04**							**Annual**
	$4,897.92							Monthly
	$28.26							Hourly

CITY OF OROVILLE
RESOLUTION NO. 9247

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS ASSOCIATION (NON-SWORN UNIT) AND ADOPTING THE ASSOCIATED PUBLICLY AVAILABLE SALARY TABLES.

RECITALS

WHEREAS the City of Oroville and Oroville Police Officers Association (OPOA) have met and conferred pursuant to their obligations under the Meyers Milias Brown Act (CA Gov. Code 3500 et. seq.); and,

WHEREAS both parties have freely exchanged proposals and information and responded to the other party's proposals and information relevant to the wages, hours and working conditions; and,

WHEREAS following these meet and confer sessions and exchanges of proposals, the Parties have reached an overall tentative agreement relating to all outstanding issues; and,

WHEREAS the OPOA non-sworn unit membership has ratified the overall tentative agreement;

NOW THEREFORE BE IT RESOLVED by the Oroville City Council as follows:

1. The above recitals are true and correct.
2. The City hereby ratifies and adopts the overall tentative agreement between the parties
3. The Mayor is hereby authorized and directed to execute the Successor Memorandum of Understanding between the City of Oroville and the OPOA Non-Sworn Unit, a copy of which is attached hereto as Exhibit "A".
4. The City adopts the salary tables included in the MOU and directs staff to make the updated salary tables available to the public.
5. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on April 16, 2024; by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

OROVILLE CITY COUNCIL
STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: LIZ EHRENSTROM, HUMAN RESOURCE MANAGER
BRIAN RING, CITY ADMINISTRATOR

RE: CONSIDER AND ADOPT A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS ASSOCIATION (SWORN)

DATE: APRIL 16, 2024

SUMMARY

The City Council will consider and adopt the new amended and restated Memorandum of Understanding between the City of Oroville and the Oroville Police Officers Association (OPOA - Sworn).

DISCUSSION

City staff has been meeting with the Oroville Police Officers Association (OPOA) for their sworn employees unit to negotiate a successor Memorandum of Understanding. The Parties have come to an overall tentative agreement. Highlights of the agreement include the following:

Term: 3 years January 1, 2024 through December 31, 2026

Work Periods: Re-worked language on work periods, workdays, and schedules to ensure 24/7 coverage

Uniform Allowance: Employees will be allowed to purchase uniforms in March, June, September, and November.

Salary:

- Compensation Study:
  - Revised Salary Tables based on negotiated Market Study results.
  - Employees to be placed on closest step, without going negative, +1 additional step.
- Cost of Living Adjustments (COLA):
  - January 1, 2025, 3% minimum, 5% maximum increase to salary table (based on consumer price index).

- January 1, 2026, 3% minimum, 5% maximum increase to salary table (based on consumer price index).

CTO: maximum 240 hours, mandatory cash-out annually of hours in excess of 160 (in December)

Medical Premiums: Increase to employer share of premiums for dependent plans for employees hired before October 1, 2016

- EE + 1 Gold PPO to $1240.40/month, HDHP to $1158.92/month, Silver to $1399.74/month
- EE + Family Gold PPO to $1510.50/month, HDHP to $1403.10/month, Silver to $1766.84/month

Increase to employer share of premiums for dependent plans for employees hired on or after October 1, 2016

- EE + 1 Silver to $1399.74/month
- EE + Family Silver to $1766.84/month

Safety Equipment: deleted digital recorder and digital camera (no longer used)

Vacation Sign up: Deleted

Holidays: Added 1 Holiday - Juneteenth (June 19)

Vacation sick benefit: Deleted accrual of extra vacation day for non-use of sick leave

Bereavement Leave: Modified to conform to current State Law (AB 1949)

Discipline and Arbitration: Changes intended to streamline and clarify discipline and appeals process, align pre-disciplinary due process more closely with legal requirements.

FISCAL IMPACT

Approximate cost of $128,513 and included in this fiscal year's budget.

RECOMMENDATIONS

1. Adopt Resolution No. 9248 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS ASSOCIATION (SWORN)

ATTACHMENTS
Resolution;
Strike through version of Successor Memorandum of Understanding with OPOA Sworn; and
Clean version of Successor Memorandum of Understanding with OPOA Sworn.

AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE POLICE OFFICERS' ASSOCIATION SWORN UNIT

~~FEBRUARY 19, 2019– JUNE 30, 2022~~
JANUARY 1, 2024 – DECEMBER 31, 2026

This Memorandum of Understanding, hereinafter referred to as the "Memorandum," has been approved by City Council Resolution No. ____ adopted at its regular meeting of May 7, 2019.

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EXHIBIT "E" SPHERE OF INFLUENCE ..... ATTACHMENT

ARTICLE 1 - RECOGNITION/DUES DEDUCTIONS

1.1 **RECOGNITION** - Pursuant to Government Code sections 3507.1, the City of Oroville recognizes the Oroville Police Officers Association (OPOA) as the exclusive representative of the Police Sworn Unit.

The Oroville Police Officers Association (OPOA) represents the following classifications:

- Police Sergeant
- Police Detective
- Police Officer

1.2 **DUES DEDUCTIONS** - Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify to the City any new members of the Association.

Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the City.

The Association shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section.

Any Association member who notifies the City of their desire to discontinue dues or otherwise withdraw from Association membership shall be referred back to the Association. The City agrees to continue all dues deductions until notified of a deduction change by the Association

ARTICLE 2 - SCOPE OF REPRESENTATION

2.1 This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees represented by the OPOA.

ARTICLE 3 - MAINTENANCE OF BENEFITS

3.1 Changes to the City's Personnel Rules & Regulations and policies shall require a meet and confer with the OPOA prior to implementation.

ARTICLE 4 - CITY RIGHTS AND RESPONSIBILITIES

4.1 The City retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of

this Memorandum and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel
- To manage, control, and determine the mission of its departments, building facilities, and operations
- To create, change, combine or abolish jobs, departments and facilities in whole or in part
- To subcontract or discontinue work for economic or operational reasons
- To direct the work force
- To increase or decrease the work force and determine the number of employees needed
- To hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof
- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 5 - SENIORITY

5.1 OVERALL SENIORITY - "Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of service with the City.

5.2 CLASSIFICATION SENIORITY - Classification seniority is defined as the total time served in the classification or higher classification within the department.

5.3 DEPARTMENT SENIORITY - Department Seniority begins upon fulltime hire in the Department.

5.4 TIES IN SENIORITY - Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.

5.5 SENIORITY LIST - The Department shall provide a seniority list to the OPOA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 6 - CALL-BACK PAY

6.1 In the event of a call-back or return to duty, an employee shall receive a minimum of two (2) hours, at the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for the time worked at the appropriate rate of pay, calculated to the nearest fifteen (15) minutes.

6.2 Time worked contiguous to a normally assigned shift shall be treated as normal overtime.

6.3 Should the call-back require an employee to work on a day they are not otherwise scheduled to work because of a normal day off or scheduled vacation, the minimum call-back for the purposes of 6.1 above shall be three (3) hours instead of two (2) hours.

ARTICLE 7 - STAND-BY POLICY

7.1 **STRICT STAND-BY** - An officer in this stand-by situation shall be directed to remain at a defined location and shall be fully ready to appear for duty in less than one (1) hour from time of direction to appear. Time spent in this stand-by situation shall be compensated at the appropriate rate of pay.

7.2 **GENERAL STAND-BY** - An officer in this stand-by situation may be required to appear for duty within not less than one (1) hour from the time of direction to appear. The officer shall be considered free to pursue personal activities but shall keep the appropriate authority advised of their location. Time spent in this stand-by situation shall be compensated at a rate of 1 hour of straight time per one-half day. One (1) hour shall be the minimum compensation.

ARTICLE 8 - OUT OF CLASS PAY

8.1 An officer assigned to temporary duties of a higher job classification shall not receive the pay of the higher job classification.

8.2 At the time of assignment, the officer shall immediately receive 5% above base pay. This incentive shall not stack with OIC pay.

ARTICLE 9 - LONGEVITY PAY

In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the amounts shown below:

YEARS	INCENTIVE
20 years or more	$300.00
15-19 years	$150.00

The City Council shall decide on the timing and manner for the award presentation.

ARTICLE 10 - COURT CANCELLATION

10.1 COURT CANCELLATION - In the event of a cancelled court appearance after 7 pm the day before the officer is required to appear, the officer shall receive two (2) hours of pay at the regular rate of pay if it is the officer's regular workday or three (3) hours at the regular rate of pay if it is the officer's regular scheduled day off. The earned hours will be assigned to an individual account of compensatory time off from duty, unless the officer has reached his/her 240-hour maximum for compensatory time off, in which case it will be paid at the officer's regular rate of pay.

ARTICLE 11- CANINE PAY

11.1 CANINE PAY - All assigned canine officers shall be compensated for 15 minutes per day, at a rate of 1½ times their current rate of pay, for the time committed to home maintenance of their police canine, which includes, but is not limited to, grooming, walking, feeding, bonding, and other care necessary.

ARTICLE 12 - UNIFORM ALLOWANCE

12.1 Each employee covered by this Memorandum may purchase uniforms up to $950 per calendar year. Employees may purchase uniforms in the following months: March, June, September, and November each year.

Newly hired employees shall initially be eligible for $950 to purchase uniforms and necessary safety equipment not issued by the agency. At the ~~one year~~one-year anniversary date the employee shall become eligible at the next purchase month.

~~Each employee covered by this Memorandum may purchase uniforms in January and July of each year, up to $950 per calendar year. Uniform allowance will be provided to each member in quarterly installments in March, June, September, and November each year.~~

~~Newly hired officers shall initially be eligible for $950 to purchase uniforms and necessary safety equipment not issued by the agency. The new hire will thereafter be eligible to receive quarterly uniform allowance installments after their first anniversary date.~~

~~New hires receive their first year of Uniform allowance ($950) shall not receive a uniform allowance until after the first full year of employment. The first installment of the second year of employment shall be prorated to date of hire. Thereafter employees will begin to receive routine quarterly installments.~~

12.2 Uniforms may be purchased on account from the City vendor or if purchased elsewhere, employee will pay up front and get reimbursed upon presenting

receipts. Reimbursements shall be paid during a normal payroll cycle and shall include any required deductions for taxes and/or pension contributions as applicable. Uniforms shall be purchased according to the Oroville Police Department Uniform Policy No. 1045, for any article for Class A (1045.7), B (1045.7.2), C (1045.7.3) or D (1045.7.4) uniforms.

12.3 ~~In addition, e~~Employees may purchase the following list of equipment, if they so desire, as long as it is black leather basket weave or similar imitation leather, such as Mirage or Bianchi: (See attached Exhibits F and G)

Double magazine holder
Key Holder
Pepper spray pouch
Baton retention ring
Radio holder
Handcuffs, handcuff case and handcuff key(s)
Flashlight and flashlight holder
Keepers
Reflective vest
Rain gear

The City will not pay for or reimburse for any uniform articles or equipment that is not mentioned above. If there is a question of whether the uniform article purchase will or will not be reimbursable, employees shall utilize their chain of command to seek prior authorization from the Chief of Police, before said purchases are made.

12.42 – ~~Newly hired officers shall initially be eligible for $950 to purchase uniforms and necessary safety equipment not issued by the agency. The new hire will therafter be eligible to receive quarterly uniform allowance installments after their first anniversary date.~~~~City agrees to pay the initial cost of any ordered uniform article change.~~

ARTICLE 13 - COMPENSATION AND RETIREMENT

13.1 SALARY - The City agrees to compensate OPOA employees in accordance with the Classifications and Compensations as set forth in the attached Exhibit "A." The Salary Schedule shall be adjusted in accordance with negotiated equity adjustments. Employee shall be placed on nearest positive step, plus 1 additional step. Pay increases shall be retroactive to December 25, 2023.

~~Employees will be placed at nearest plus 1. Retro pay for all salary increases to January 1, 2024~~

13.2 SALARY STEPS - All salary steps are to be based on merit. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the employee's supervising

official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence.

SALARY TIER 1 EMPLOYEES - Employees hired before January 1, ~~2018~~2018, shall be a tier 1 employees, which is 5% in between each salary step.

Both parties agree that the City shall have the right to reinstitute the Tier two Salary Schedule as exhibit B and include the same top step and bottom step as Exhibit A but with additional steps with 2.5% between each step. Tier two would be for new hires after date of implementation only. Tier two may only be reinstituted in an effort to mitigate layoffs during layoff impact meet and confer, if layoffs become necessary. ~~The City shall leave all current Tier 1 employees at Tier 1.~~

~~In the event the City's financial analysis warrants departmental layoffs, only employees hired after 2/1/2024 would be subject to a tier'dtier' d salary schedule change from Tier 1 to Tier 2. Tier 2 is 2.5% in between each salary step.~~

~~To be eligible for advancement to Step F or G, the member must have completed two (2) years in his/her current classification.~~
~~(See exhibit A)~~
~~**SALARY TIER 2 EMPLOYEES -** Employees hired on or after January 1, 2018 shall be tier 2 employees, which is 2.5% in between each salary step.~~
~~(See exhibit B)~~

13.3 ~~SALARY INCREASES~~COST OF LIVING ADJUSTMENTS 2025 & 2026

- ~~Effective the first pay period following July 1, 2019~~~~January 1, 2024~~ ~~the City shall implement a 4% salary increase.~~ ~~the following salary increase per classification:~~

~~Police Sergeant 12.7%~~
~~Police Detective 23.0%~~
~~Police Officer 17.5%~~

- Effective the pay period that includes January 1, 2025, the City shall implement a Cost-of-Living Adjustment (COLA) for all classifications based on the annual SF/Hayward/San Jose CPI – October 2024, but in any event this shall be no less than 3% and no greater than 5%.

- Effective the pay period that includes January 1, 2026, the City shall implement a Cost-of-Living Adjustment (COLA) for all classifications based on the annual SF/Hayward/San Jose CPI – October 2025, but in any event this shall be no less than 3% and no greater than 5%.

13.4 DETECTIVE INCENTIVE – Police officers assigned to the detective division shall

receive a five percent (5%) differential above their base pay for all hours worked. The Department shall assign a minimum of two (2) Police Officers to the Detective Division for a three (3) year rotational period. Police Officers assigned to the Detective Division to work in a multi-agency task force shall receive the five (5%) differential but will not be regarded as fulfilling the rotational positions.

Police Officers shall continue to receive five (5%) percent differential for the duration of their three (3) years rotation, unless they are reassigned to the Patrol Division due to staffing levels for a period of thirty (30) days or longer. Time when the police officer is not receiving the five (5%) percent differential will not count as part of their three (3) year rotation.

13.5 OFFICER-IN-CHARGE (OIC) - The City approves of two full-time permanent officer-in-charge (OIC) positions with a five percent (5%) specialty pay differential from the officer's current pay step at the time of appointment.

Officer-in-charge appointments will be made at the discretion of the Chief of Police after all interested members are identified. Selection shall occur after an oral interview with the Chief. After appointment to OIC, the member must complete the POST Supervisory Course within 12-months or, at the discretion of the Chief of Police, the next available training class. Removal of an officer-in-charge shall be at the sole discretion of the Chief of Police. Such action shall not be considered disciplinary and shall not give rise to appeal under the Memorandum of Understanding, City Ordinances, the Peace Officer's Procedural Bill of Rights Act, or any applicable state or federal law.

13. 6 FIELD TRAINING OFFICER (FTO) - Any officer who is a qualified Field Training Officer (FTO), having completed the P.O.S.T. certified training for said position, and who fulfills such assignment; shall receive a five percent (5%) differential for all hours worked in that capacity.

13.7 BI-LINGUAL PAY - Employees proficient to a working level in a non-English language that is commonly encountered in the area shall receive $200 per month. Languages currently eligible for bi-lingual pay are Spanish, Hmong, Mien and Vietnamese, or any other languages as approved by the City Administrator.

13.8 SHIFT DIFFERENTIAL PAY - Employees working swing shift (between the hours of 1600 and 0200) shall receive an additional $.58 per hour to their base pay for shift differential. Employees working the graveyard shift (between the hours of 2000 and 0600) shall receive an additional $1.16 per hour to their base pay for shift differential pay.

13.9 SHIFT SCHEDULE AND ROTATION--

(a) FLSA Period: Sworn employees are subject to an FLSA work period that is fourteen (14) days in length with an FLSA overtime threshold of 80 hours, pursuant

to 29 U.S.C. Section 207(k)

(b) At the discretion of the Chief of Police and with ~~two weeks'~~14 ~~days notice~~ days' notice to the police officers, a 5/8, 4/10, 3/12, or 4/12 schedule may be implemented to meet the needs of the Department and City. Any variance of the above schedules may also be allowed through mutual agreement of the Association and the Police Chief to provide (24) hour coverage.

~~At the discretion of the Chief of Police, a 5/8 schedule may be implemented for the School Resource Officer (SRO) to meet the needs of the department and the schools.~~

~~Overtime shall be accrued after working 80 hours in a 14 day pay period~~
~~(Side letter agreement approved 11/04/14)~~

13.10 OVERTIME

The parties mutually recognize and acknowledge the existing 14-day 207(k) work period that governs all sworn law enforcement personnel. Per 29 U.S.C. 207(k), the FLSA overtime threshold for sworn law enforcement personnel in the 14-day work period is 80 hours.

(a) ~~Employees required to work in excess of forty (40) hours per week shall receive one and one half (1 ½) times their appropriate rate of pay for all hours in excess of forty (40) hours.~~

In computing the hours worked in any workweek, time off duty for holidays, vacations, and compensatory time off (CTO) shall be calculated as time worked. Earned overtime shall be paid in the regular bi-weekly payroll, provided however, that the employee may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty.

(b) Time worked contiguous to a normally assigned shift shall be treated as overtime.

(c) The department shall not change an employee's shift solely for the reason of avoiding payment of overtime. In the event that less than 48 consecutive hours advance notice is given by the department of such change, the first shift shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay, as a one-time stipend. This section shall not apply to voluntary shift trade amongst employees.

~~(d) Safety Leave- Refer to City of Oroville Personnel Rules.~~

13. 11 COMPENSATION TIME OFF (CTO) -

Members may accrue compensatory time in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

a. No more than 240 hours of CTO may be carried on the books at any time.
b. A member's decision to elect CTO instead of overtime pay is irrevocable.
c. Upon separation, the member will be paid at the member's current hourly rate for the remaining CTO balance.
d. CTO may be cashed out in March and December. In the case of an emergency, CTO may be cashed out at the discretion of the Chief of Police.
~~d.~~e. Accrued CTO balance above ~~over~~ 160 hours as of November 30th shall be cashed out and paid on the second ~~along with the second~~ paycheck in December each year.
~~e.~~f. Members shall have the ~~option of receiving~~ CTO cash out on a separate check.
~~f.~~g. Requests made 21 days in advance shall be honored, unless, at the Chief of Police's discretion, staffing levels are such that honoring the request would pose an undue hardship on the department.

13.12 The department shall not change an employee's regularly assigned shift solely for the reason of avoiding payment of overtime. In the event that less than 48 consecutive hours advance notice is given by the department to the subject unit employee of such change, the first shift shall be compensated at the rate of time and one-half, as a one-time shift-change stipend. This section shall not apply to a voluntary shift trade between unit employees.

13.13 POST INCENTIVE PAY - All employees shall be eligible for POST incentive pay as follows:

- P.O.S.T. Intermediate Certificate $75.00/Mo.
- P.O.S.T. Advance Certificate $150.00/Mo.

No employee may receive compensation for more than one certificate.

13.14 EDUCATIONAL INCENTIVE PAY - All employees shall be eligible for education incentive pay as follows:

- B.A. or B.S. degree $250.00/Mo.
- A.A. or A.S. degree or 60 units $125.00/Mo.

The employee must have taken undergraduate course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS or undergraduate certification.

13.15 P.E.R.S. CONTRIBUTIONS

CLASSIC MEMBERS -.All OPOA Sworn members employed with the City prior to

January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations. All classic members shall pay a member contribution of 12%.

NEW MEMBERS - Effective January 1, 2013 and upon hire, all new OPOA Sworn members shall receive the 2.7%@57 formula and shall pay 50% of the normal cost, as determined by CalPERS, plus an additional 3% cost sharing contribution. "New members" shall be defined as individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

MISCELLANEOUS PROVISIONS -

- The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.
- Effective January 1, 2013 or after, new OPOA Sworn members will have their retirement benefit calculations based off their three (3) highest years.

13.16 DEFERRED COMPENSATION - The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan.

13.17 Each subsection of this article shall be cumulative and not compounded.

13.18 PUBLIC EMPLOYEE PENSION REFORM ACT - It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.

ARTICLE 14 - HEALTH BENEFITS

14.1 The City agrees to continue to provide insurance benefits for employees and their dependents, who are otherwise qualified and who desire coverage of medical, dental, life and long-term disability insurance.

The City currently contributes the following amounts towards medical insurance:

Tier 1 Health Benefits (Employees hired prior to February 19, 2019)			
Plan	**Gold PPO**	**HDHP-10%**	**Silver PPO**
Employee Only	100%	100%	100%
Employee + 1	$~~906.40~~ 1,240.40	$~~879.92~~ 1,158.92	$~~853.46~~ 1,399.74

Employee + Family	$1,~~075~~ 1510.50	$1,~~041.10~~ 1403.10	$~~1,006.68~~ 1,766.84

Tier 2 Health Benefits (Employees hired after February 19, 2019)			
Plan	**Gold PPO**	**HDHP-10%**	**Silver PPO**
Employee Only	Silver PPO Rate	Silver PPO Rate	100%
Employee + 1	0	0	$~~853.46~~ 1,399.74
Employee + Family	0	0	$1,~~006.68~~ 1766.84

- The City currently contributes $59.10 per month, per employee, for dental insurance.
- The City currently contributes 100% per month, per employee, for vision insurance.
- The City currently contributes 100% per month, per employee, for life and long-term disability insurance.

14.2 HEALTH INSURANCE REVIEW COMMITTEE - The purpose of the Committee is on-going review of health, dental, vision plans, and the making of recommendations to the City Council, City Administrator and the respective member group regarding benefit level, services, cost, and alternative plans. Committee members shall establish guidelines for conducting meetings and their frequency. Employees shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call back pay for service on the Committee. Up to two members from each Association may attend the meetings. The Committee shall have access to information as necessary to carry out its purpose.

14.3 APPROVAL OF FUTURE PLAN CHANGES – Both the City and the OPOA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City employee groups agree that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority of the employees of the City who are covered by the plan who vote on such changes.

The Health Insurance Review Committee established in Section 14.2 shall review and recommend to the Oroville City Council those proposed changes in the plan

benefits and structure to be voted upon by the employees. The proposed changes reviewed by the Committee may be initiated by the Committee, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered employees. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, should the Committee decline to recommend a City proposal for submittal to a vote of the covered employees, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered employees, in which case the results of the election shall be final.

If the City agrees to enter into the CalPERS Health Plan and later decides to exit the CalPERS Health Plan, OPOA members may stay with CalPERS Health Plan as long as the City's new rate plan is not affected by more than five (5%) percent because of the reduced membership in the new insurance plan.

14.4 RETIREE MEDICAL ~~- The City agrees that a retired employee (or spouse of a deceased retired employee), at their own expense, may purchase health insurance benefits at the current premium rates offered by the City for regular employees.~~

(a) City Paid Medical Benefit After Retirement

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service, or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age ~~reuired~~ required -to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 15 years of service with the City of Oroville, and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age ~~reuired~~ required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 10 years of service with the City of Oroville, and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age ~~reuired~~ required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

14.5 INTERNAL REVENUE CODE SECTION 125 COLLABORATION
The City and the OPOA agree to collaborate in the planning and implementation of a program qualified under Section 125 of the Internal Revenue Code.

14.6 RETIREE MEDICAL SICK LEAVE CONVERSION

LONG TERM EMPLOYEES – Employees with 5 or more years of City service as of February 19, 2019 that regularly retire from City service may convert up to 100% of their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement.

SHORT TERM EMPLOYEES – Employees with less than 5 years of City service as of February 19, 2019 that regularly retire from City service may convert up to 240 hours of accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave to a maximum of 240 hours. All other accumulated unused sick leave may be converted to CalPERS service credit.

NEW HIRES - Employees hired after February 19, 2019 are ineligible for retiree medical sick leave conversion.

14.7 PERS SICK LEAVE CONVERSION – The City agrees to allow Sick Leave Conversion for PERS Retirement Credit.

14.8 ~~**MEDICAL APPOINTMENTS** - An employee shall not be required to use any Sick Leave for medical, dental or vision appointments but may use accumulated Vacation time or compensating time off in lieu thereof.~~

ARTICLE 15- ASSIGNED VEHICLES

15.1 The City shall assign each employee covered by this agreement a City owned vehicle, as referenced in the Oroville Police Department Vehicle Use Policy #706, attached as Exhibit D.

15.2 Employees shall be allowed to take their assigned vehicle home provided they meet the following criteria:

(a) Employee lives within the "sphere of influence," as depicted on the map attached as Exhibit E.

(b) Off-street parking shall be available at the officer's residence.
(c) Vehicles shall be locked when not attended.
(d) Shotguns/long guns shall remain locked in the vehicle secured in their respective lock devices, placed in the trunk, or properly secured in the residence when the vehicle is not attended.

Beginning December 31, 2013, employees who reside outside of the "sphere of influence," cannot take home their Assigned Vehicle and will be provided stipends of $200 per month to offset the cost of the use of their personal vehicles to travel to and from their residences. As of January 1, 2014, any new employees, or current employees who move their residence outside of the "sphere of influence," will not be eligible for the stipend.

The Chief of Police, at his/her discretion, may allow or require members who live outside of the "sphere of influence" to take home Assigned Vehicles based on the nature of their assignments. Employees who are assigned vehicles do not have the option of refusing the assigned vehicles and maintaining the stipend. If and when the specialty assignment ends, employees who live outside of the "sphere of influence" will resume their stipend, as long as they have not move inside of the "sphere of influence."

ARTICLE 16- SAFETY EQUIPMENT

16.1 SAFETY EQUIPMENT - The following items will be purchased by the City and will remain the property of the same:

1. One Triple retention duty weapon Holster and duty weapon
2. One Sam Brown duty belt
3. One double stack magazine holder
4. Two ammunition magazines
5. One key holder
6. One pepper spray pouch
7. One canister of pepper spray
8. One baton retention ring
9. One PR-24 baton
10. One radio holder
11. One Police Radio
12. One Taser and Taser holder
13. Two sets of handcuffs and handcuff case
14. One Flashlight and flash light holder
15. Five keepers
16. One reflective vest
17. One bullet resistant vest
18. One set of rain gear (coat and pants)
19. One shot gun
20. One riffle
21. ~~One digital recorder~~
    ~~One digital camera~~

~~22.~~21. One finger print kit

The City will provide the normal equipment maintenance. Upon termination of employment, the items above will be returned to the City.

16.2 Special equipment, upon availability, will be issued to the individual employee who shall be both accountable for the equipment and responsible for the care of the equipment. The City will provide the normal equipment maintenance.

ARTICLE 17 - VACATION POLICY

17.1 Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

- 1 through 4 years 80 hours
- 5 through 11 years 120 hours
- 12+ years – 8 hours for each additional year to a maximum of 160 hours.

17.2 **VACATION CARRYOVER** - The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to the accrual ceiling may petition the Chief of Police and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Chief of Police has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

17.3 An employee who is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

New Article

Vacation/Longevity Seniority Bridge

The Police Chief may petition the City Administrator for a seniority bridge. Upon City Administrator approval, a seniority bridge may be implemented to help with recruitment and retention.

The seniority bridge applies to vacation accrual and longevity pay only. Only prior public sector service in the same or substantially similar classification will apply.

An example of the application of seniority bridge is a new hire has ten (10) years of prior service as a Police Officer with a County or City Police Department. The new hire (lateral) would be entitled to the ten (10) years vacation accrual rate and ten (10) years longevity ~~pay~~rate with the city.

For purposes of this section, "YEARS OF SERVICE" includes an employee's years of service at their most recent law enforcement employer.

~~17.4 Vacation policy sign-up will be conducted in accordance with overall seniority with the Police Department. Sign-ups will be for five-day increments with employees being allowed to sign up for as many increments as they choose prior to passing the list. Once a list is passed on, it shall circulate in accordance with seniority without any alteration of rotation or any right for senior employees to "bump" less senior employee's choices of vacation.~~

ARTICLE 18 - HOLIDAYS

18.1 The following holidays shall be observed by the City:

(1) New Year's Day, January 1
(2) Martin Luther King Day, 3rd Monday in January
(3) Lincoln's Birthday, February 12
(4) President's Day, 3rd Monday in February
(5) Memorial Day, last Monday in May
(6) Juneteenth, June 19th
(7~~6~~) Independence Day, July 4
(8~~7~~) Labor Day, the 1st Monday in September
(9~~8~~) Veteran's Day, November 11
(10~~9~~) Thanksgiving Day, 4th Thursday in November
(11~~10~~) The day after Thanksgiving
(12~~11~~) Christmas Eve Day, December 24
(13~~12~~) Christmas Day, December 25
(14~~13~~) Floating Holiday, Refer to Article 17.5

Holiday Pay:

18.2 Employees shall be compensated for each holiday on a shift basis (10 hours for a 10-hour shift; eight (8) hours for an 8-hour shift) of straight time compensation.

18.3 In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one- and one-half (1 ½) times the straight

time rate of pay irrespective of when holidays may be observed by the employee.

18.4 The employee may choose to bank holiday hours in a "Holiday Pay" bank. All holiday hours will be cashed out by the first paycheck in December of each year as prescribed by the Public Employee Retirement System, with the option of having a separate check or include it in payroll.

18.5 The City agrees to provide the employees one floating holiday that must be used by the end of the calendar year. If the requested time off would require that another person be called back, held over, or the vacancy filled through overtime, the leave will not be granted. The Chief of Police and the City Administrator may grant an extension.

ARTICLE 19- SICK LEAVE

19.1 Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or of an employee of the immediate family, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify their supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.

19.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of eight (8) hours for each month of service beginning the first calendar month following regular probationary employment.

19.3 An employee returning to duty after an absence of more than three (3) consecutive days without loss of salary resulting from sickness or injury shall provide the immediate supervisor for filing in the employee's personnel file, a doctor's certificate ~~or personal affidavit~~ verifying the employee was ill or injured.

19.4 Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.

19.5 ~~Sick leave shall not be earned during a leave of absence without pay in excess of thirty (30) days.~~

19.6 Employees shall accumulate unused sick leave without limitation.

19.7 An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or Compensating Time Off (CTO) in lieu thereof.

~~The City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January-June, July-December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established.~~

ARTICLE 20 - BEREAVEMENT LEAVE

20.1 BEREVEMENT LEAVE - Employees who have completed thirty (30) days ~~six (6) months~~ of service are entitled to receive up to 40 hours of ~~five (5) days~~ bereavement leave per occurrence. Leave ~~, which~~ shall not be charged to the member's sick leave when compelled to be absent from duty by reason of death, or where death appears imminent, of an immediate family member. An employee desiring such leave shall notify, in writing, the Chief of Police of the time of absence expected and the date of return to City service.

For the purpose of this article, an immediate family member is defined as spouse, domestic partner, natural, step, adopted, foster or legal child, or parent, step-parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, or father-in-law~~. Or any person residing in the immediate household of the employee at the time of death~~.

ARTICLE 21 - MATERNITY LEAVE

21.1 MATERNITY LEAVE - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6.

ARTICLE 22 - MILITARY LEAVE

22.1 MILITARY LEAVE - Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Administrator as much notice as possible prior to taking leave.

ARTICLE 23 - APPROVED LEAVE OF ABSENCE WITHOUT PAY

23.1 UNPAID LEAVE - Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Chief of Police may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approval by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee, on leave, to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

A. Shall not accrue seniority.
B. Shall not receive contributions towards any benefits.
C. May continue medical benefits and/or life and long-term disability plans; said employee shall be responsible for 100% of the premium costs.

ARTICLE 24 - JURY DUTY

24.1 JURY DUTY - Every employee who is called or required to serve, as a juror, upon notification and appropriate verification submitted to their supervisor, shall be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a jury.

ARTICLE 25 - BULLETIN BOARD

25.1 BULLETIN BOARD - A bulletin board shall be provided to the OPOA for use of association business. This does not include an electronic bulletin board.

ARTICLE 26 - PAYROLL DEDUCTIONS

26.1 PAYROLL DEDUCTIONS - The City shall deduct an authorized amount from each employee's paycheck to be remitted monthly to OPOA. The OPOA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

ARTICLE 27 - RANDOM DRUG AND ALCOHOL TESTING

27.1 RANDOM TESTING - OPOA members agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this Memorandum only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OPOA without written mutual agreement of the parties.

ARTICLE 28 - LIGHT DUTY

28.1 LIGHT DUTY - Members unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and the member's physician have determined as an acceptable assignment and shall not impede the member's recovery. The member shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled member. Member will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 29 - LAYOFF PROCEDURE

29.1 LAYOFF PROCEDURE - If the City finds it necessary to impose layoffs then the order of those layoffs shall be determined by Classification Seniority as defined in Section 5.2.

29.2 BUMPING RIGHTS - An employee who is laid off from a higher class may assume a previously held position based on Overall Seniority as defined in Section 5.1.

29.3 ORDER OF LAYOFFS - Prior to laying off a full-time employee all part-time or extra help employees shall be laid off.

ARTICLE 30 - DISCIPLINE PROCEDURE

30.1 City Policy, Public Safety Officer Procedural Bill of Rights and Department Policies: It is the policy of the Department that discipline of Departmental employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct in the judgment of the Department Head, disciplinary action will be initiated.

When job performance is unsatisfactory in the judgment of the Department Head, disciplinary action may be initiated.

Department Head in the case of the Oroville Police Department shall be the Chief of Police.

30.2 Definition: As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

30.3 Persons Authorized to Initiate Disciplinary Action: Discipline may be initiated by those authorized in the City Personnel Rules

30.4 Cause for Disciplinary Action: Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

A. Misstatement of facts during the hiring process;
B. Falsification of any entry on a City document (e.g., time card, expense report)
C. Disclosure of confidential information;
D. Insubordination or willful disobedience;
E. Incompetence, inefficiency, or unsatisfactory job performance;
F. Discriminatory, discourteous or unbecoming behavior;
G. Theft, misuse, or unauthorized use or possession of City property;
H. Dishonesty;
I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
L. Excessive absence or tardiness;
M. Absence without approved leave;

N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.

O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment

P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

30.5 PRELIMINARY NOTICE OF DISCIPLINARY ACTION:

A. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the last address that is within the employee's official personnel file. If notice is provided by mail, the employee shall be deemed to have received notice ten (10) workdays after the date of the mailing.

B. The Preliminary Notice shall include:

a. A statement of the nature of the disciplinary action;
b. The effective date of the disciplinary action;
c. A statement of the reasons for the disciplinary action citing the item(s) under Article 30.4, or the Personnel Rules which have been violated;
d. Any supporting material;
e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and,
f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

30.6 RESPONDING TO PROPOSED DISCIPLINE~~SKELLY MEETING~~:

A. An employee who is subject to disciplinary action involving loss of pay, suspension, demotion or termination of employment shall have the right, within five (5) work days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Personnel Director.

B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.

D. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

30.7 APPLICATION OF APPEAL PROCEDURE:

A. Permanent Status: This article shall only apply to employees with permanent status with the City.

B. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.

C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment

D. Temporary Upgrade (Additional Assignments): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.

~~E. A written reprimand shall be appealable only to the City Administrator or his/her designee with the right to present the employee's position and supporting evidence, but no right to confront or cross-examine witnesses. The decision of the City Administrator or designee shall be final.~~

~~F.~~E. Upon the request of an employee, a written reprimand, counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code _3300-3311 and applicable City Ordinances and Departmental Policies. The decision to remove such materials shall be solely within the discretion of the Department Head.~~Upon the request of an employee with the discretion of the Department Head, Chief of Police, or Fire Chief, a written reprimand, a counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code _3300-3311 and .applicable City Ordinances and Departmental Policies..~~

30.8 APPEAL OF DISCIPLINARY ACTION:

A. An employee who receives a written reprimand that will be placed in their personnel file may request an appeal of the reprimand with the City Administrator. The City Administrator shall review the written reprimand and response and may review any supporting materials or make whatever further inquiry he or she deems necessary. The City Administrator has full

discretion to uphold, amend or alter the written reprimand and the determination of the City Administrator shall be final. An employee receiving a written reprimand has the right to draft and, within 30 days, submit a response to the reprimand.

A.B. Within ten (10) work days after receipt of the Final Notice of Disciplinary Action, disciplinary actions involving a loss of pay, suspension, demotion or termination of employment may employment may be appealed to advisory arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.

B.C. Appeals of disciplinary actions to advisory arbitration shall be pursuant to Article Thirty-one Step 4 (Grievance and Advisory Arbitration Procedure) of this Memorandum of Understanding.

a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.
b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Association Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.
c. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

c. D. An employee failure to adhere to any timeframe provided for in this section or in the Articles Governing Arbitration shall be deemed to be an abandonment of the appeal, shall terminate the appeal process and no further appeal steps shall be available.

ARTICLE 31 - GRIEVANCE AND ADVISORY ARBITRATION PROCEDURE

31.1 PURPOSE - This grievance and advisory arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

- To resolve grievances informally at the lowest possible level.
- To provide an orderly procedure for reviewing and resolving grievances promptly.

31.2 DEFINITIONS -

31.2.1 A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

31.2.2 As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.

31.2.3 As used in this procedure the term "party" means an employee, the Association or the City.

31.2.4 As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OPOA.

31.2.5 As used herein, workday shall represent any day that City Hall is open for business.

31.3 TIME LIMITS - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

31.4 PRESENTATION - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

31.5 EMPLOYEE RIGHTS - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

31.6 APPLICATION - Grievances shall be brought through this Article.

31.7 INFORMAL DISCUSSION - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the President of the Association. Within five (5) workdays, the immediate supervisor shall give a decision or response.

31.8 FORMAL GRIEVANCE – STEP 1 -

31.8.1 If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

31.8.1.1 Ten (10) workdays after the event or circumstances occasioning the grievance; or the employees' knowledge of the occurrence which gives rise to the grievance or

31.8.1.2 Ten (10) workdays of the decision rendered in the informal grievance procedure.

31.8.2 A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority ~~Department Head~~ as the first level of appeal. The grievant may be represented by the Association representative.

31.8.3 Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority ~~Department Head~~ at the first level of appeal shall investigate the grievance and give a decision in writing to the grievant.

31.9 FORMAL GRIEVANCE – STEP 2

31.9.1 If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) workdays to the Chief of Police or designee. The grievant may be represented by the Association or designee. If the Chief of Police or designee is the first level of appeal, the grievant may bypass Step 2.

31.9.2 Within ten (10) workdays after the initiation of the Step 2, the Chief of Police or designee at the first level of appeal shall investigate the grievance and give a decision in writing to the grievant.

31.10 FORMAL GRIEVANCE – STEP 3

31.10.1 If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays to the City Administrator. The Association or designee may represent the grievant.

31.10.2 The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) workdays of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.

31.11 ADVISORY ARBITRATION – STEP 4 - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to advisory arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) workdays of receipt of the Step 3 decision.

31.12 RESPONSE - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

31.13 COPY OF DECISION - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

31.14 ASSIGNMENT OF AN ARBITRATOR - An arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator. Failure to participate in the

selection process within the proscribed timeframe or pursuant to an extension mutually agreed to between the Parties shall constitute an abandonment of the appeal.

31.15 FINDINGS - The arbitrator shall submit his/her findings and recommendations in writing to the City and the grievant.

31.16 CITY COUNCIL REVIEW

1. The City Council may approve, modify or reverse the findings of the arbitrator and its decision shall be final.

2. Any decision rendered by the City Council shall be made within twenty-eight (28) calendar days of the receipt of a request, unless extended by the City Council, but in no event more than 45 calendar days.

31.17 COSTS - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties the parties shall bear their own witness fees; however, OPOA shall not be charged any witness fees for City employees.

31.18 WITNESSES - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an advisory arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 32 - POLICE OFFICER CODE OF ETHICS

32.1 OPOA members shall abide by the Police Officer Code of Ethics attached hereto as Exhibit "C."

ARTICLE 33 - PEACEFUL PERFORMANCE

33.1 The City and the OPOA recognize and acknowledge that the services performed by the employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. The OPOA agrees that under no circumstances during the term of this agreement will the OPOA recommend, encourage, cause or permit its employees to initiate, recognize, participate in, nor will any employee of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any employee of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until

said stoppage has ceased.

ARTICLE 34 - SAVINGS CLAUSE

34.1 Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 35 - ZIPPER CLAUSE

35.1 This Memorandum constitutes the whole agreement between the City of Oroville and the OPOA. There exists no other agreements or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OPOA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OPOA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 36 - TERM AND OPENING CLAUSE

36.1 Memorandum of Understanding shall be effective January 1, 2024 ~~February 19, 2019~~ and shall remain in effect through December 31, 2026 ~~June 30, 2022~~ and shall continue thereafter unless either party gives written notice requesting negotiation of a new Memorandum of Understanding.

The MOU Section 13.15 PERS Contribution is subject to being reopened if the PERS Employer's Cost rise above 29% during the term of this MOU. ~~If the MOU is reopened, parties will agree on a neutral third party to do a financial analysis regarding the City's finances. The City will pay the first $10,000 of costs for the analysis, and the remainder will be shared by the City and Employees.~~

ARTICLE 37 - ~~TOTAL COMPENSATION SURVEY~~~~ALL PAYMENTS TO BE Bi-weekly Payments~~BI-WEEKLY PAYMENTS ~~I-WEEKLY~~

~~**37.1** If by January 1, 2016, the City's general fund revenue have increased by 10% or more, the City will undertake a total compensation survey, looking at comparable jurisdictions, and, if the City finds that employee compensation is over 5% lower than the comparable jurisdictions, the City will begin discussions to create a corrective plan to correct the discrepancy. General fund revenue will be defined as Core Revenues, which included property tax, sales and use tax, transient~~

~~occupancy tax, utility user tax, franchise tax, and motor vehicle in lieu.~~

The City shall provide all payments on a bi-weekly schedule to simplify payroll distribution and CalPERS reporting. This means that where a payment is identified in this MOU as a monthly benefit or described other than on a bi-weekly schedule, it shall be paid in a manner that is consistent with and prorated to the bi-weekly pay periods of the City. This is to include but not limited to, education incentive, POST certificates, bi-lingual pay, Silver PPO incentive, Opt Out incentives, etc.

This memorandum recommended to the City Council of the City of Oroville on ~~May 7, 2019.~~April 16, 2024.

OROVILLE POLICE OFFICER'S ASSOCIATION

_____

Robert Olive~~Shane Carpenter~~, OPOA Vice-President

CITY OF OROVILLE

_____

~~Tom Lando, Interim City~~Brian Ring City Administrator

APPROVED AS TO FORM:

_____

Kristina Wicker-Estes~~Shaun Du Fosee~~, Mastagni Scott E. Huber, City Attorney

EXECUTED BY:

_____

~~Charles F. Reynolds~~David Pittman, Mayor

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE POLICE OFFICERS' ASSOCIATION SWORN UNIT

JANUARY 1, 2024 – DECEMBER 31, 2026

This Memorandum of Understanding, hereinafter referred to as the "Memorandum," has been approved by City Council Resolution No. _____ adopted at its regular meeting of April 16, 2024.

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ARTICLE 1 - RECOGNITION/DUES DEDUCTIONS

1.1 **RECOGNITION -** Pursuant to Government Code sections 3507.1, the City of Oroville recognizes the Oroville Police Officers Association (OPOA) as the exclusive representative of the Police Sworn Unit.

The Oroville Police Officers Association (OPOA) represents the following classifications:

- Police Sergeant
- Police Detective
- Police Officer

1.2 **DUES DEDUCTIONS -** Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify to the City any new members of the Association.

Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the City.

The Association shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section.

Any Association member who notifies the City of their desire to discontinue dues or otherwise withdraw from Association membership shall be referred back to the Association. The City agrees to continue all dues deductions until notified of a deduction change by the Association

ARTICLE 2 - SCOPE OF REPRESENTATION

2.1 This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees represented by the OPOA.

ARTICLE 3 - MAINTENANCE OF BENEFITS

3.1 Changes to the City's Personnel Rules & Regulations and policies shall require a meet and confer with the OPOA prior to implementation.

ARTICLE 4 - CITY RIGHTS AND RESPONSIBILITIES

4.1 The City retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively

by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel
- To manage, control, and determine the mission of its departments, building facilities, and operations
- To create, change, combine or abolish jobs, departments and facilities in whole or in part
- To subcontract or discontinue work for economic or operational reasons
- To direct the work force
- To increase or decrease the work force and determine the number of employees needed
- To hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof
- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 5 - SENIORITY

5.1 OVERALL SENIORITY - "Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of service with the City.

5.2 CLASSIFICATION SENIORITY - Classification seniority is defined as the total time served in the classification or higher classification within the department.

5.3 DEPARTMENT SENIORITY - Department Seniority begins upon fulltime hire in the Department.

5.4 TIES IN SENIORITY - Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.

5.5 SENIORITY LIST - The Department shall provide a seniority list to the OPOA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 6 - CALL-BACK PAY

6.1 In the event of a call-back or return to duty, an employee shall receive a minimum of two (2) hours, at the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for the time worked at the appropriate rate of pay, calculated to the nearest fifteen (15) minutes.

6.2 Time worked contiguous to a normally assigned shift shall be treated as normal overtime.

6.3 Should the call-back require an employee to work on a day they are not otherwise scheduled to work because of a normal day off or scheduled vacation, the minimum call-back for the purposes of 6.1 above shall be three (3) hours instead of two (2) hours.

ARTICLE 7 - STAND-BY POLICY

7.1 **STRICT STAND-BY -** An officer in this stand-by situation shall be directed to remain at a defined location and shall be fully ready to appear for duty in less than one (1) hour from time of direction to appear. Time spent in this stand-by situation shall be compensated at the appropriate rate of pay.

7.2 **GENERAL STAND-BY -** An officer in this stand-by situation may be required to appear for duty within not less than one (1) hour from the time of direction to appear. The officer shall be considered free to pursue personal activities but shall keep the appropriate authority advised of their location. Time spent in this stand-by situation shall be compensated at a rate of 1 hour of straight time per one-half day. One (1) hour shall be the minimum compensation.

ARTICLE 8 - OUT OF CLASS PAY

8.1 An officer assigned to temporary duties of a higher job classification shall not receive the pay of the higher job classification.

8.2 At the time of assignment, the officer shall immediately receive 5% above base pay. This incentive shall not stack with OIC pay.

ARTICLE 9 - LONGEVITY PAY

In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the amounts shown below:

YEARS	INCENTIVE
20 years or more	$300.00
15-19 years	$150.00

The City Council shall decide on the timing and manner for the award presentation.

ARTICLE 10 - COURT CANCELLATION

10.1 COURT CANCELLATION - In the event of a cancelled court appearance after 7 pm the day before the officer is required to appear, the officer shall receive two (2) hours of pay at the regular rate of pay if it is the officer's regular workday or three (3) hours at the regular rate of pay if it is the officer's regular scheduled day off. The earned hours will be assigned to an individual account of compensatory time off from duty, unless the officer has reached his/her 240-hour maximum for compensatory time off, in which case it will be paid at the officer's regular rate of pay.

ARTICLE 11- CANINE PAY

11.1 CANINE PAY - All assigned canine officers shall be compensated for 15 minutes per day, at a rate of 1½ times their current rate of pay, for the time committed to home maintenance of their police canine, which includes, but is not limited to, grooming, walking, feeding, bonding, and other care necessary.

ARTICLE 12 - UNIFORM ALLOWANCE

12.1 Each employee covered by this Memorandum may purchase uniforms up to $950 per calendar year. Employees may purchase uniforms in the following months: March, June, September, and November each year.

Newly hired employees shall initially be eligible for $950 to purchase uniforms and necessary safety equipment not issued by the agency. At the one-year anniversary date the employee shall become eligible at the next purchase month.

12.2 Uniforms may be purchased on account from the City vendor or if purchased elsewhere, employee will pay up front and get reimbursed upon presenting receipts. Reimbursements shall be paid during a normal payroll cycle and shall include any required deductions for taxes and/or pension contributions as applicable. Uniforms shall be purchased according to the Oroville Police Department Uniform Policy No. 1045, for any article for Class A (1045.7), B (1045.7.2), C (1045.7.3) or D (1045.7.4) uniforms.

12.3 Employees may purchase the following list of equipment, if they so desire, as long as it is black leather basket weave or similar imitation leather, such as Mirage or Bianchi: (See attached Exhibits F and G)

Double magazine holder
Key Holder
Pepper spray pouch
Baton retention ring
Radio holder
Handcuffs, handcuff case and handcuff key(s)
Flashlight and flashlight holder
Keepers
Reflective vest
Rain gear

The City will not pay for or reimburse for any uniform articles or equipment that is not mentioned above. If there is a question of whether the uniform article purchase will or will not be reimbursable, employees shall utilize their chain of command to seek prior authorization from the Chief of Police, before said purchases are made.

ARTICLE 13 - COMPENSATION AND RETIREMENT

13.1 SALARY - The City agrees to compensate OPOA employees in accordance with the Classifications and Compensations as set forth in the attached Exhibit "A." The Salary Schedule shall be adjusted in accordance with negotiated equity adjustments. Employee shall be placed on nearest positive step, plus 1 additional step. Pay increases shall be retroactive to December 25, 2023.

13.2 SALARY STEPS - All salary steps are to be based on merit. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the employee's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence.

SALARY TIER 1 EMPLOYEES - Employees hired before January 1, 2018, shall be a tier 1 employee, which is 5% in between each salary step.

Both parties agree that the City shall have the right to reinstitute the Tier two Salary Schedule as exhibit B and include the same top step and bottom step as Exhibit A but with additional steps with 2.5% between each step. Tier two would be for new hires after date of implementation only. Tier two may only be reinstituted in an effort to mitigate layoffs during layoff impact meet and confer if layoffs become necessary.

13.3 COST OF LIVING ADJUSTMENTS 2025 & 2026

- Effective the pay period that includes January 1, 2025, the City shall implement a Cost-of-Living Adjustment (COLA) for all classifications based on the annual SF/Hayward/San Jose CPI – October 2024, but in any event this shall be no less than 3% and no greater than 5%.

- Effective the pay period that includes January 1, 2026, the City shall implement a Cost-of-Living Adjustment (COLA) for all classifications based on the annual SF/Hayward/San Jose CPI – October 2025, but in any event this shall be no less than 3% and no greater than 5%.

13.4 DETECTIVE INCENTIVE – Police officers assigned to the detective division shall receive a five percent (5%) differential above their base pay for all hours worked. The Department shall assign a minimum of two (2) Police Officers to the Detective Division for a three (3) year rotational period. Police Officers assigned to the Detective Division to work in a multi-agency task force shall receive the five (5%) differential but will not be regarded as fulfilling the rotational positions.

Police Officers shall continue to receive five (5%) percent differential for the duration of their three (3) years rotation unless they are reassigned to the Patrol Division due to staffing levels for a period of thirty (30) days or longer. Time when the police officer is not receiving the five (5%) percent differential will not count as part of their three (3) year rotation.

13.5 OFFICER-IN-CHARGE (OIC) - The City approves of two full-time permanent officer-in-charge (OIC) positions with a five percent (5%) specialty pay differential from the officer's current pay step at the time of appointment.

Officer-in-charge appointments will be made at the discretion of the Chief of Police after all interested members are identified. Selection shall occur after an oral interview with the Chief. After appointment to OIC, the member must complete the POST Supervisory Course within 12-months or, at the discretion of the Chief of Police, the next available training class. Removal of an officer-in-charge shall be at the sole discretion of the Chief of Police. Such action shall not be considered disciplinary and shall not give rise to appeal under the Memorandum of Understanding, City Ordinances, the Peace Officer's Procedural Bill of Rights Act, or any applicable state or federal law.

13. 6 FIELD TRAINING OFFICER (FTO) - Any officer who is a qualified Field Training Officer (FTO), having completed the P.O.S.T. certified training for said position, and who fulfills such assignment; shall receive a five percent (5%) differential for all hours worked in that capacity.

13.7 BI-LINGUAL PAY - Employees proficient to a working level in a non-English language that is commonly encountered in the area shall receive $200 per month. Languages currently eligible for bi-lingual pay are Spanish, Hmong, Mien and Vietnamese, or any other languages as approved by the City Administrator.

13.8 SHIFT DIFFERENTIAL PAY - Employees working swing shift (between the hours of 1600 and 0200) shall receive an additional $.58 per hour to their base pay for shift differential. Employees working the graveyard shift (between the hours of 2000 and 0600) shall receive an additional $1.16 per hour to their base pay for shift differential pay.

13.9 SHIFT SCHEDULE AND ROTATION

(a) FLSA Period: Sworn employees are subject to an FLSA work period that is fourteen (14) days in length with an FLSA overtime threshold of 80 hours, pursuant to 29 U.S.C. Section 207(k)

(b) At the discretion of the Chief of Police and with 14 days' notice to the police officers, a 5/8, 4/10, 3/12, or 4/12 schedule may be implemented to meet the needs of the Department and City. Any variance of the above schedules may also be allowed through mutual agreement of the Association and the Police Chief to provide (24) hour coverage.

13.10 OVERTIME

The parties mutually recognize and acknowledge the existing 14-day 207(k) work period that governs all sworn law enforcement personnel. Per 29 U.S.C. 207(k), the FLSA overtime threshold for sworn law enforcement personnel in the 14-day work period is 80 hours.

(a) In computing the hours worked in any workweek, time off duty for holidays, vacations, and compensatory time off (CTO) shall be calculated as time worked. Earned overtime shall be paid in the regular bi-weekly payroll, provided however, that the employee may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty.

(b) Time worked contiguous to a normally assigned shift shall be treated as overtime.

(c) The department shall not change an employee's shift solely for the reason of avoiding payment of overtime. In the event that less than 48 consecutive hours advance notice is given by the department of such change, the first shift shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay, as a one-time stipend. This section shall not apply to voluntary shift trade amongst employees.

13. 11 COMPENSATION TIME OFF (CTO) -

Members may accrue compensatory time in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

a. No more than 240 hours of CTO may be carried on the books at any time.
b. A member's decision to elect CTO instead of overtime pay is irrevocable.
c. Upon separation, the member will be paid at the member's current hourly rate for the remaining CTO balance.
d. CTO may be cashed out in March and December. In the case of an emergency, CTO may be cashed out at the discretion of the Chief of Police.
e. Accrued CTO balance above 160 hours as of November 30th shall be cashed out and paid on the second paycheck in December each year.
f. Members shall have the CTO cash out on a separate check.
g. Requests made 21 days in advance shall be honored, unless, at the Chief of Police's discretion, staffing levels are such that honoring the request would pose an undue hardship on the department.

13.12 The department shall not change an employee's regularly assigned shift solely for the reason of avoiding payment of overtime. In the event that less than 48 consecutive hours advance notice is given by the department to the subject unit employee of such change, the first shift shall be compensated at the rate of time and one-half, as a one-time shift-change stipend. This section shall not apply to a voluntary shift trade between unit employees.

13.13 POST INCENTIVE PAY - All employees shall be eligible for POST incentive pay as follows:

- P.O.S.T. Intermediate Certificate $75.00/Mo.
- P.O.S.T. Advance Certificate $150.00/Mo.

No employee may receive compensation for more than one certificate.

13.14 EDUCATIONAL INCENTIVE PAY - All employees shall be eligible for education incentive pay as follows:

- B.A. or B.S. degree $250.00/Mo.
- A.A. or A.S. degree or 60 units $125.00/Mo.

The employee must have taken undergraduate course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS or undergraduate certification.

13.15 P.E.R.S. CONTRIBUTIONS

CLASSIC MEMBERS -.All OPOA Sworn members employed with the City prior to January 1, 2013, shall maintain their current CalPERS formula and retirement benefit calculations. All classic members shall pay a member contribution of 12%.

NEW MEMBERS - Effective January 1, 2013, and upon hire, all new OPOA Sworn members shall receive the 2.7%@57 formula and shall pay 50% of the normal cost, as determined by CalPERS, plus an additional 3% cost sharing contribution. "New members" shall be defined as individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

MISCELLANEOUS PROVISIONS -

- The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

- Effective January 1, 2013 or after, new OPOA Sworn members will have their retirement benefit calculations based off their three (3) highest years.

13.16 DEFERRED COMPENSATION - The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan.

13.17 Each subsection of this article shall be cumulative and not compounded.

13.18 PUBLIC EMPLOYEE PENSION REFORM ACT - It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.

ARTICLE 14 - HEALTH BENEFITS

14.1 The City agrees to continue to provide insurance benefits for employees and their dependents, who are otherwise qualified and who desire coverage of medical, dental, life and long-term disability insurance.

The City currently contributes the following amounts towards medical insurance:

Tier 1 Health Benefits (Employees hired prior to February 19, 2019)			
Plan	**Gold PPO**	**HDHP-10%**	**Silver PPO**
Employee Only	100%	100%	100%
Employee + 1	$1,240.40	$1,158.92	$1,399.74
Employee + Family	$1510.50	$1, 1403.10	$1,766.84

Tier 2 Health Benefits (Employees hired after February 19, 2019)			
Plan	**Gold PPO**	**HDHP-10%**	**Silver PPO**
Employee Only	Silver PPO Rate	Silver PPO Rate	100%
Employee + 1	0	0	$1,399.74
Employee + Family	0	0	$1766.84

- The City currently contributes $59.10 per month, per employee, for dental insurance.
- The City currently contributes 100% per month, per employee, for vision insurance.
- The City currently contributes 100% per month, per employee, for life and long-term disability insurance.

14.2 **HEALTH INSURANCE REVIEW COMMITTEE** - The purpose of the Committee is on-going review of health, dental, vision plans, and the making of recommendations to the City Council, City Administrator and the respective member group regarding benefit level, services, cost, and alternative plans. Committee members shall establish guidelines for conducting meetings and their frequency. Employees shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call back pay for service on the Committee. Up to two members from each Association may attend the meetings. The Committee shall have access to information as necessary to carry out its purpose.

14.3 APPROVAL OF FUTURE PLAN CHANGES – Both the City and the OPOA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City employee groups agree that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority of the employees of the City who are covered by the plan who vote on such changes.

The Health Insurance Review Committee established in Section 14.2 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the employees. The proposed changes reviewed by the Committee may be initiated by the Committee, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered employees. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, should the Committee decline to recommend a City proposal for submittal to a vote of the covered employees, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered employees, in which case the results of the election shall be final.

If the City agrees to enter into the CalPERS Health Plan and later decides to exit the CalPERS Health Plan, OPOA members may stay with CalPERS Health Plan as long as the City's new rate plan is not affected by more than five (5%) percent because of the reduced membership in the new insurance plan.

14.4 RETIREE MEDICAL

(a) City Paid Medical Benefit After Retirement

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service, or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to

employees who have completed 15 years of service with the City of Oroville, and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provided by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

14.5 INTERNAL REVENUE CODE SECTION 125 COLLABORATION
The City and the OPOA agree to collaborate in the planning and implementation of a program qualified under Section 125 of the Internal Revenue Code.

14.6 RETIREE MEDICAL SICK LEAVE CONVERSION

LONG TERM EMPLOYEES – Employees with 5 or more years of City service as of February 19, 2019 that regularly retire from City service may convert up to 100% of their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement.

SHORT TERM EMPLOYEES – Employees with less than 5 years of City service as of February 19, 2019 that regularly retire from City service may convert up to 240 hours of accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave to a maximum of 240 hours. All other accumulated unused sick leave may be converted to CalPERS service credit.

NEW HIRES - Employees hired after February 19, 2019, are ineligible for retiree medical sick leave conversion.

14.7 PERS SICK LEAVE CONVERSION – The City agrees to allow Sick Leave Conversion for PERS Retirement Credit.

ARTICLE 15- ASSIGNED VEHICLES

15.1 The City shall assign each employee covered by this agreement a City owned vehicle, as referenced in the Oroville Police Department Vehicle Use Policy #706, attached as Exhibit D.

15.2 Employees shall be allowed to take their assigned vehicle home provided they meet the following criteria:

(a) Employee lives within the "sphere of influence," as depicted on the map attached as Exhibit E.
(b) Off-street parking shall be available at the officer's residence.
(c) Vehicles shall be locked when not attended.
(d) Shotguns/long guns shall remain locked in the vehicle secured in their respective lock devices, placed in the trunk, or properly secured in the residence when the vehicle is not attended.

Beginning December 31, 2013, employees who reside outside of the "sphere of influence," cannot take home their Assigned Vehicle and will be provided stipends of $200 per month to offset the cost of the use of their personal vehicles to travel to and from their residences. As of January 1, 2014, any new employees, or current employees who move their residence outside of the "sphere of influence," will not be eligible for the stipend.

The Chief of Police, at his/her discretion, may allow or require members who live outside of the "sphere of influence" to take home Assigned Vehicles based on the nature of their assignments. Employees who are assigned vehicles do not have the option of refusing the assigned vehicles and maintaining the stipend. If and when the specialty assignment ends, employees who live outside of the "sphere of influence" will resume their stipend, as long as they have not move inside of the "sphere of influence."

ARTICLE 16- SAFETY EQUIPMENT

16.1 SAFETY EQUIPMENT - The following items will be purchased by the City and will remain the property of the same:

1. One Triple retention duty weapon Holster and duty weapon
2. One Sam Brown duty belt
3. One double stack magazine holder
4. Two ammunition magazines
5. One key holder
6. One pepper spray pouch
7. One canister of pepper spray
8. One baton retention ring
9. One PR-24 baton
10. One radio holder
11. One Police Radio
12. One Taser and Taser holder
13. Two sets of handcuffs and handcuff case
14. One Flashlight and flash light holder
15. Five keepers
16. One reflective vest
17. One bullet resistant vest
18. One set of rain gear (coat and pants)
19. One shot gun
20. One riffle
21. One fingerprint kit

The City will provide the normal equipment maintenance. Upon termination of employment, the items above will be returned to the City.

16.2 Special equipment, upon availability, will be issued to the individual employee who shall be both accountable for the equipment and responsible for the care of the equipment. The City will provide the normal equipment maintenance.

ARTICLE 17 - VACATION POLICY

17.1 Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

- 1 through 4 years 80 hours
- 5 through 11 years 120 hours
- 12+ years – 8 hours for each additional year to a maximum of 160 hours.

17.2 **VACATION CARRYOVER -** The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to the accrual ceiling may petition the Chief of Police and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Chief of Police has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

17.3 An employee who is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

17.4 <u>Vacation/Longevity Seniority Bridge</u>

The Police Chief may petition the City Administrator for a seniority bridge. Upon City Administrator approval, a seniority bridge may be implemented to help with recruitment and retention.

The seniority bridge applies to vacation accrual and longevity pay only. Only prior public sector service in the same or substantially similar classification will apply.

An example of the application of seniority bridge is a new hire has ten (10) years of prior service as a Police Officer with a County or City Police Department. The new hire (lateral) would be entitled to the ten (10) years vacation accrual rate and ten (10) years longevity rate with the city.

For purposes of this section, “YEARS OF SERVICE" includes an employee’s years of service at their most recent law enforcement employer.

ARTICLE 18 - HOLIDAYS

18.1 The following holidays shall be observed by the City:

(1) New Year's Day, January 1
(2) Martin Luther King Day, 3rd Monday in January
(3) Lincoln's Birthday, February 12
(4) President's Day, 3rd Monday in February
(5) Memorial Day, last Monday in May
(6) Juneteenth, June 19th
(7) Independence Day, July 4
(8) Labor Day, the 1st Monday in September
(9) Veteran's Day, November 11
(10) Thanksgiving Day, 4th Thursday in November
(11) The day after Thanksgiving
(12) Christmas Eve Day, December 24
(13) Christmas Day, December 25
(14) Floating Holiday, Refer to Article 17.5

Holiday Pay:

18.2 Employees shall be compensated for each holiday on a shift basis (10 hours for a 10-hour shift; eight (8) hours for an 8-hour shift) of straight time compensation.

18.3 In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one- and one-half (1 ½) times the straight time rate of pay irrespective of when holidays may be observed by the employee.

18.4 The employee may choose to bank holiday hours in a “Holiday Pay” bank. All holiday hours will be cashed out by the first paycheck in December of each year as prescribed by the Public Employee Retirement System, with the option of having a separate check or include it in payroll.

18.5 The City agrees to provide the employees one floating holiday that must be used by the end of the calendar year. If the requested time off would require that another person be called back, held over, or the vacancy filled through overtime, the leave will not be granted. The Chief of Police and the City Administrator may grant an extension.

ARTICLE 19- SICK LEAVE

19.1 Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or of an employee of the immediate family, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify their supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.

19.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of eight (8) hours for each month of service beginning the first calendar month following regular probationary employment.

19.3 An employee returning to duty after an absence of more than three (3) consecutive days without loss of salary resulting from sickness or injury shall provide the immediate supervisor for filing in the employee's personnel file, a doctor's certificate verifying the employee was ill or injured.

19.4 Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.

19.5 Employees shall accumulate unused sick leave without limitation.

19.6 An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or Compensating Time Off (CTO) in lieu thereof.

ARTICLE 20 - BEREAVEMENT LEAVE

20.1 **BEREVEMENT LEAVE -** Employees who have completed thirty (30) days of service are entitled to receive up to 40 hours of bereavement leave per occurrence. Leave shall not be charged to the member's sick leave when compelled to be absent from duty by reason of death, or where death appears imminent, of an immediate family member. An employee desiring such leave shall notify, in writing, the Chief of Police of the time of absence expected and the date of return to City service.

For the purpose of this article, an immediate family member is defined as spouse, domestic partner, natural, step, adopted, foster or legal child, or parent, stepparent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, or father-in-law.

ARTICLE 21 - MATERNITY LEAVE

21.1 **MATERNITY LEAVE -** Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6.

ARTICLE 22 - MILITARY LEAVE

22.1 MILITARY LEAVE - Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Administrator as much notice as possible prior to taking leave.

ARTICLE 23 - APPROVED LEAVE OF ABSENCE WITHOUT PAY

23.1 UNPAID LEAVE - Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Chief of Police may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approval by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee, on leave, to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

A. Shall not accrue seniority.
B. Shall not receive contributions towards any benefits.
C. May continue medical benefits and/or life and long-term disability plans; said employee shall be responsible for 100% of the premium costs.

ARTICLE 24 - JURY DUTY

24.1 JURY DUTY - Every employee who is called or required to serve, as a juror, upon notification and appropriate verification submitted to their supervisor, shall be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a jury.

ARTICLE 25 - BULLETIN BOARD

25.1 BULLETIN BOARD - A bulletin board shall be provided to the OPOA for use of association business. This does not include an electronic bulletin board.

ARTICLE 26 - PAYROLL DEDUCTIONS

26.1 PAYROLL DEDUCTIONS - The City shall deduct an authorized amount from each employee's paycheck to be remitted monthly to OPOA. The OPOA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

ARTICLE 27 - RANDOM DRUG AND ALCOHOL TESTING

27.1 RANDOM TESTING - OPOA members agree to the City of Oroville's Substance

Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this Memorandum only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OPOA without written mutual agreement of the parties.

ARTICLE 28 - LIGHT DUTY

28.1 **LIGHT DUTY -** Members unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and the member's physician have determined as an acceptable assignment and shall not impede the member's recovery. The member shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled member. Member will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 29 - LAYOFF PROCEDURE

29.1 **LAYOFF PROCEDURE -** If the City finds it necessary to impose layoffs, then the order of those layoffs shall be determined by Classification Seniority as defined in Section 5.2.

29.2 **BUMPING RIGHTS -** An employee who is laid off from a higher class may assume a previously held position based on Overall Seniority as defined in Section 5.1.

29.3 **ORDER OF LAYOFFS -** Prior to laying off a full-time employee all part-time or extra help employees shall be laid off.

ARTICLE 30 - DISCIPLINE PROCEDURE

30.1 City Policy, Public Safety Officer Procedural Bill of Rights and Department Policies: It is the policy of the Department that discipline of Departmental employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct in the judgment of the Department Head, disciplinary action will be initiated.

When job performance is unsatisfactory in the judgment of the Department Head, disciplinary action may be initiated.

Department Head in the case of the Oroville Police Department shall be the Chief of Police.

30.2 Definition: As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

30.3 Persons Authorized to Initiate Disciplinary Action: Discipline may be initiated by those authorized in the City Personnel Rules

30.4 Cause for Disciplinary Action: Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

A. Misstatement of facts during the hiring process;
B. Falsification of any entry on a City document (e.g., timecard, expense report)
C. Disclosure of confidential information;
D. Insubordination or willful disobedience;
E. Incompetence, inefficiency, or unsatisfactory job performance;
F. Discriminatory, discourteous or unbecoming behavior;
G. Theft, misuse, or unauthorized use or possession of City property;
H. Dishonesty;
I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
L. Excessive absence or tardiness;
M. Absence without approved leave;
N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

30.5 PRELIMINARY NOTICE OF DISCIPLINARY ACTION:

A. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the last address that is within the employee's official personnel file. If notice is provided by mail, the employee shall be deemed to have received notice ten (10) workdays after the date of the mailing.

B. The Preliminary Notice shall include:
   a. A statement of the nature of the disciplinary action;

b. The effective date of the disciplinary action;
c. A statement of the reasons for the disciplinary action citing the item(s) under Article 30.4, or the Personnel Rules which have been violated;
d. Any supporting material;
e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and,
f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

30.6 RESPONDING TO PROPOSED DISCIPLINE:

A. An employee who is subject to disciplinary action involving loss of pay, suspension, demotion or termination of employment shall have the right, within five (5) work days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Personnel Director.

B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.

D. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

30.7 APPLICATION OF APPEAL PROCEDURE:

A. Permanent Status: This article shall only apply to employees with permanent status with the City.
B. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.
C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment
D. Temporary Upgrade (Additional Assignments): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.

E. Upon the request of an employee, a written reprimand, counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code 3300-3311 and applicable City Ordinances and Departmental Policies. The decision to remove such materials shall be solely within the discretion of the Department Head.

30.8 APPEAL OF DISCIPLINARY ACTION:

A. An employee who receives a written reprimand that will be placed in their personnel file may request an appeal of the reprimand with the City Administrator. The City Administrator shall review the written reprimand and response and may review any supporting materials or make whatever further inquiry he or she deems necessary. The City Administrator has full discretion to uphold, amend or alter the written reprimand and the determination of the City Administrator shall be final. An employee receiving a written reprimand has the right to draft and, within 30 days, submit a response to the reprimand.

B. Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, disciplinary actions involving a loss of pay, suspension, demotion or termination of employment may be appealed to advisory arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.

C. Appeals of disciplinary actions to advisory arbitration shall be pursuant to Article Thirty-one Step 4 (Grievance and Advisory Arbitration Procedure) of this Memorandum of Understanding.

a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.
b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Association self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.
c. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

D, An employee's failure to adhere to any timeframe provided for in this section or in the Articles Governing Arbitration shall be deemed to be an abandonment of the appeal, shall terminate the appeal process and no further appeal steps shall be available.

ARTICLE 31 - GRIEVANCE AND ADVISORY ARBITRATION PROCEDURE

31.1 PURPOSE - This grievance and advisory arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

- To resolve grievances informally at the lowest possible level.
- To provide an orderly procedure for reviewing and resolving grievances promptly.

31.2 DEFINITIONS -

31.2.1 A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

31.2.2 As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.

31.2.3 As used in this procedure the term "party" means an employee, the Association or the City.

31.2.4 As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OPOA.

31.2.5 As used herein, workday shall represent any day that City Hall is open for business.

31.3 TIME LIMITS - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

31.4 PRESENTATION - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

31.5 EMPLOYEE RIGHTS - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

31.6 APPLICATION - Grievances shall be brought through this Article.

31.7 INFORMAL DISCUSSION - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the President of the Association. Within five (5) workdays, the immediate supervisor shall give a decision or response.

31.8 FORMAL GRIEVANCE – STEP 1 -

31.8.1 If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

31.8.1.1 Ten (10) workdays after the event or circumstances occasioning the grievance; or the employees' knowledge of the occurrence which gives rise to the grievance or

31.8.1.2 Ten (10) workdays of the decision rendered in the informal grievance procedure.

31.8.2 A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.

31.8.3 Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance and give a decision in writing to the grievant.

31.9 FORMAL GRIEVANCE – STEP 2

31.9.1 If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) workdays to the Chief of Police or designee. The grievant may be represented by the Association or designee. If the Chief of Police or designee is the first level of appeal, the grievant may bypass Step 2.

31.9.2 Within ten (10) workdays after the initiation of the Step 2, the Chief of Police or designee at the first level of appeal shall investigate the grievance and give a decision in writing to the grievant.

31.10 FORMAL GRIEVANCE – STEP 3

31.10.1 If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays to the City Administrator. The Association or designee may represent the grievant.

31.10.2 The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) workdays of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.

31.11 ADVISORY ARBITRATION – STEP 4 - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to advisory arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) workdays of receipt of the Step 3 decision.

31.12 RESPONSE - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

31.13 COPY OF DECISION - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

31.14 ASSIGNMENT OF AN ARBITRATOR - An arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator. Failure to participate in the selection process within the proscribed timeframe or pursuant to an extension mutually agreed to between the Parties shall constitute an abandonment of the appeal.

31.15 FINDINGS - The arbitrator shall submit his/her findings and recommendations in writing to the City and the grievant.

31.16 CITY COUNCIL REVIEW

1. The City Council may approve, modify or reverse the findings of the arbitrator and its decision shall be final.

2. Any decision rendered by the City Council shall be made within twenty-eight (28) calendar days of the receipt of a request, unless extended by the City Council, but in no event more than 45 calendar days.

31.17 COSTS - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties the parties shall bear their own witness fees; however, OPOA shall not be charged any witness fees for City employees.

31.18 WITNESSES - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an advisory arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 32 - POLICE OFFICER CODE OF ETHICS

32.1 OPOA members shall abide by the Police Officer Code of Ethics attached hereto as Exhibit “C.”

ARTICLE 33 - PEACEFUL PERFORMANCE

33.1 The City and the OPOA recognize and acknowledge that the services performed by the employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. The OPOA agrees

that under no circumstances during the term of this agreement will the OPOA recommend, encourage, cause or permit its employees to initiate, recognize, participate in, nor will any employee of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any employee of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said stoppage has ceased.

ARTICLE 34 - SAVINGS CLAUSE

34.1 Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 35 - ZIPPER CLAUSE

35.1 This Memorandum constitutes the whole agreement between the City of Oroville and the OPOA. There exists no other agreements or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OPOA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OPOA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 36 - TERM AND OPENING CLAUSE

36.1 Memorandum of Understanding shall be effective January 1, 2024, and shall remain in effect through December 31, 2026, and shall continue thereafter unless either party gives written notice requesting negotiation of a new Memorandum of Understanding.

The MOU Section 13.15 PERS Contribution is subject to being reopened if the PERS Employer’s Cost rise above 29% during the term of this MOU.

ARTICLE 37 - BI-WEEKLY PAYMENTS

The City shall provide all payments on a bi-weekly schedule to simplify payroll distribution and CalPERS reporting. This means that where a payment is identified in this MOU as a monthly benefit or described other than on a bi-weekly schedule, it shall be paid in a manner that is consistent with and prorated to the bi-weekly pay periods of the City. This is to include but not limited to, education incentive, POST certificates, bi-lingual pay, Silver PPO incentive, Opt Out incentives, etc.

This memorandum recommended to the City Council of the City of Oroville on April 16, 2024.

OROVILLE POLICE OFFICER'S ASSOCIATION

_____

Robert Olive, OPOA President

CITY OF OROVILLE

_____

Brian Ring City Administrator

OPOA MASTAGNI REPRESENTATIVE

_____

Kristina Wicker-Estes, Mastagni

APPROVED AS TO FORM:

_____

Scott E. Huber, City Attorney

EXECUTED BY:

_____

David Pittman, Mayor

OPOA SWORN 1ST TIER							
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
Sergeant	**$91,367.26**	**$95,935.62**	**$100,732.40**	**$105,769.02**	**$111,057.48**	**$116,610.35**	**Annual**
	$7,613.94	$7,994.64	$8,394.37	$8,814.09	$9,254.79	$9,717.53	Monthly
	$43.92657	$46.12290	$48.42904	$50.85049	$53.39302	$56.06267	Hourly
Rotational Detective/OIC	**$79,946.35**	**$83,943.67**	**$88,140.85**	**$92,547.89**	**$97,175.29**	**$102,034.05**	**Annual**
5% Above Police Officer	$6,662.20	$6,995.31	$7,345.07	$7,712.32	$8,097.94	$8,502.84	Monthly
	$38.43575	$40.35753	$42.37541	$44.49418	$46.71889	$49.05483	Hourly
Police Officer	**$76,139.39**	**$79,946.36**	**$83,943.68**	**$88,140.86**	**$92,547.90**	**$97,175.30**	**Annual**
	$6,344.95	$6,662.20	$6,995.31	$7,345.07	$7,712.33	$8,097.94	Monthly
	$36.60548	$38.43575	$40.35754	$42.37541	$44.49418	$46.71889	Hourly
Reserve Police Officer	$36.60548	$38.43575	$40.35754	$42.37541	$44.49418	$46.71889	**Hourly**
Reserve Investigator	$25.00000						

CITY OF OROVILLE
RESOLUTION NO. 9248

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS ASSOCIATION (SWORN UNIT) AND ADOPTING THE ASSOCIATED PUBLICLY AVAILABLE SALARY TABLES.

RECITALS

WHEREAS the City of Oroville and Oroville Police Officers Association (OPOA) have met and conferred pursuant to their obligations under the Meyers Milias Brown Act (CA Gov. Code 3500 et. seq.); and,

WHEREAS both parties have freely exchanged proposals and information and responded to the other party's proposals and information relevant to the wages, hours and working conditions; and,

WHEREAS following these meet and confer sessions and exchanges of proposals, the Parties have reached an overall tentative agreement relating to all outstanding issues; and,

WHEREAS the OPOA Sworn Unit membership has ratified the overall tentative agreement;

NOW THEREFORE BE IT RESOLVED by the Oroville City Council as follows:

1. The above recitals are true and correct.
2. The City hereby ratifies and adopts the overall tentative agreement between the parties
3. The Mayor is hereby authorized and directed to execute the Successor Memorandum of Understanding between the City of Oroville and the OPOA Sworn Unit, a copy of which is attached hereto as Exhibit "A".
4. The City adopts the salary tables included in the MOU and directs staff to make the updated salary tables available to the public.
5. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on April 16, 2024; by the following vote:

AYES:
NOES:

ABSTAIN:
ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **FIRST READING OF ORDINANCE XXXX AMENDING THE SECTION 15.60.030 REINSTATING THE MUNICIPAL FIRE CODE AND SECTION 15.60.040 AS AMENDMENTS TO THE CALIFORNIA BUILDING STANDARDS CODE**

DATE: **APRIL 16, 2024**

SUMMARY

The Council may introduce Ordinance 1879 to adopt the California Building Standards Code and Ordinance 1872 to amend Chapter 15 reinstating the section 15.60.030 City of Oroville Municipal Fire, and section 15.60.040 Express Findings.

DISCUSSION

The 2019 edition of the California Building Standards Codes ("The Code") were published on July 1, 2022 with an effective date of January 1, 2023. They went into effect un-amended on January 1, 2023 and was adopted by reference during the January 17, 2023 regular City Council meeting. Local jurisdictions may amend the standards if such amendments are necessary to address a local geologic, topographic or climactic condition. This specific adoption allows the City to make more restrictive amendments to the Code as allowed (with findings), or to adopt specific appendices provided in the Code for clarification.

Historically the City has made numerous amendments to the California Building Standards Code as part of the local adoption process. However, when the City adopted The Code on January 1, 2023, the municipal code relating local fire ordinances was not adopted and was thereby deleted from the Municipal Code.

Ordinance 1879 reinstates the fire code as it had existing prior to the adoption of The Code, and Ordinance is the Express Findings that supports the rationale for the amendment to The Code. Both are presented to the Council for reinstatement to municipal code without modification as they had existed previously before the adoption of the 2022 California Building Standards Code.

FISCAL IMPACT

There is no fiscal impact as a result of this action.

RECOMMENDATION

Introduce by title only and waive the first reading of Ordinance No. 1879 amending Title 15, Division I of the Oroville Municipal Code and approve Resolution No. 9249 adopting the Legislative findings supporting amendments and changes to the California State Building Standards Code.

ATTACHMENTS

Resolution 9249
Exhibit A; Ordinance 1879
Exhibit B; It's Your Building Department publication
Exhibit C; 2022 Title 24 CA Code Changes publication

ORDINANCE NO. 1879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING CHAPTER 15.30 To TITLE 15 OF THE MUNICIPAL CODE, TO REINSTATE SECTION 15.60.030 OF THE FIRE CODE

The City Council of the City of Oroville does ordain as follows:

SECTION 1: Chapter 15.60.030 is added to amend Title 15 of the City of Oroville municipal code, to read:

Chapter 15.60.030 Amendments to the California Fire Code.

Sections:
15.60.010 Purpose
15.60.020 Adoption of California Fire Code
15.98.030 Amendments to the California Fire Code
15.98.040 Express Findings

Section 15.60.030 Purpose

15.60.030 Amendments to the California Fire Code

Section 105.3.3. No final inspection by the building official as to all or any portion of a development shall be deemed complete, and no certificate of occupancy or temporary certificate of occupancy shall be issued unless and until the installation of the prescribed fire protection facilities and access ways have been completed and approved by the Fire Chief, or the Chief's designee.

B. Section 105.8 is added to read as follows:

Section 105.8. Fees and Special Requirements. The fees for the permits and other services shall be as established by resolution of the Oroville City Council. The fee shall be set to cover the cost of the Fire Department to review and inspect the intended activities, operations or functions. The fees must be paid to the City of Oroville prior to engaging in the listed activities, operations or functions.

C. Section 302 is amended by adding the following definition:

Fireworks. Any composition or device for the purpose of producing a visible or audible effect for entertainment purposes by combustion, deflagration, detonation or any fireworks including "safe and sane" as defined by Section 12529 of the State of California Health and Safety Code. D. Section 315.1 is amended by adding the following exception to read as follows:

Section 315.1 General. Storage, use, and handling of miscellaneous combustible materials shall be in accordance with this section. A permit shall be obtained in accordance with Section 105.6.

Exception: Storage of combustible materials other than motorized vehicles or vessels shall not be permitted in a public parking garage or in a garage or carport serving a Group R, I Occupancy, unless the

method of storage is approved by the Fire Code Official. E. Sections 319.1 through 319.7 are added to read as follows:

Section 319.1 General. The manufacture of all fireworks, as defined in Section 302, is prohibited.

Section 319.2 Safe & Sane Fireworks, Permit to Sell. It shall be unlawful for any person to sell fireworks within the City without having first applied for and received a permit to sell safe and sane fireworks issued by the City Fire Department.

Section 319.2.1 Prerequisites to issuance of Permit. No permit to sell safe & sane fireworks shall be issued to any applicant unless:

1. He/She has first obtained a permit from the state fire marshal, and
2. He/She has first obtained a business license from the City.

Section 319.2.2 Permit and clean-up fee. The permit fee for the sale of safe & sane fireworks within the City shall be established by resolution of the City Council, payable to the City at the Office of the City Clerk. In addition to the permit fee, each location shall pay a clean-up fee established by resolution of the City Council, which shall be used to defray the cost of cleaning up and disposing of expended fireworks in the City.

Section 319.2.3 Application for permit. Application for a permit to sell safe & sane fireworks shall be made in writing to the Fire Department on or prior to the second Tuesday in March of each year, setting forth the proposed location, and accompanied by a statement that if a permit is issued to the applicant, the applicant shall at the time of receipt of such permit deliver to the City Clerk a Certificate of Insurance showing the existence of a $1 million public liability insurance policy naming the City as an additional insured.

Section 319.2.3.1 Qualifications. No permit to sell safe & sane fireworks shall be issued except as follows:

1. To a holder of a regular business license whose principal place of business is located within the City.

2. To a nonprofit association or corporation primarily for veteran, patriotic, welfare, civic betterment, charitable youth purposes, and each such organization must have its principal and permanent meeting place within the City and must have been organized and established in the City for a minimum of one year continuously preceding the filing of the application for permit and must have a bona fide membership of at least 20 members.

3. Applicants returning from the previous year may have first priority in the application process.

Section 319.2.3.2 Notification. Applicants for any such permit shall be notified by the Fire Chief, or the Fire Chief's designee, as to the granting or rejection of application for permit on or prior to the first Monday in May of each calendar year.

Section 319.3 Operators of fireworks stands. Operators of fireworks stands shall be subject to the following provisions:

1. No person other than the permittee organization shall operate the stand for which the permit is issued, or share or otherwise participate in the profits of the operation of such stand.

2. No person other than the individuals, who are members of the permittee organization, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of fireworks at such stand.

Section 319.4 Temporary fireworks stands. Temporary fireworks stands shall be subject to the following provisions:

1. No fireworks stand shall be located within 75 feet of any existing building or within 100 feet of any gas station.

2. Fireworks stands need not comply with the provisions of the building code of the City, provided, however, that all stands be erected under the supervision of the building inspector who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons.

3. No stand shall have a floor area in excess of 200 square feet.

4. Each stand in excess of 20 feet in length must have at least two exits, and each stand in excess of 40 feet in length must have at least three exits spaced approximately equidistant apart, provided, however, that in no case shall the distance between exits exceed 24 feet.

Section 319.5 General requirements for permittees. Permittees shall meet the following general requirements:

1. Each stand shall be provided with two water-type fire extinguishers, each having a two and one-half gallon capacity, being in good working order and easily accessible for use in case of fire.

2. All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

3. "No Smoking" signs shall be prominently displayed on the fireworks stand or wherever fireworks are for sale.

4. Each stand must have an adult in attendance and in charge thereof when the stand is being used for the sale or dispensing of fireworks.

5. The sale of fireworks shall not begin before 12:00 noon on the 28th day of June and shall not continue after 12:00 midnight on the 4th day of July.

6. All unsold stock and accompanying litter shall be removed from the City by 12:00 noon on the 10th of July. Proof of removal must be furnished to the City's Fire Department.

7. The fireworks stand shall be removed from the temporary location by 12:00 noon on the 10th day of July, and all accompanying litter shall be cleared from such location by such time and date.

Section 319.6 Number of permits. The maximum number of permits issued pursuant to this chapter during any one calendar year shall not exceed one license for each 1,500 residents of the City. In determining the City population for the purposes of this section, the most recent census calculations shall be used.

Section 319.7 Seizure. The Fire Chief or the Fire Chief's designee shall seize, remove, or cause to be removed at the expense of the owner all stocks of illegal fireworks offered or exposed for sale, stored, discharged or held in violation of this Code.

F. Section 503.2.1 is deleted and replaced to read as follows:

Section 503.2.1 Dimensions. Fire Apparatus access drives shall have an unobstructed width of not less than the following dimensions (including two 2′ shoulders):

Residential	**Width**
One-way access drive:	
1—2 Units	16 feet (12 feet paved)

Two-way access drives:	
3—10 Units	20 feet (16 feet paved)
11—60 Units	25 feet (21 feet paved)
Over 60 Units	30 feet (26 feet paved)

Nonresidential	**Width**
One-way access drive:	16 feet (fully paved)
Two-way access drive:	25 feet (fully paved)

The minimum unobstructed vertical clearance shall be 14 feet at all points across the required width of the access drive. Vertical clearance may be increased as determined necessary by the Fire Chief or the Chief's designee.

G. Section 503.2.7 is deleted and replaced to read as follows:

Section 503.2.7 Grade. The gradient for a fire apparatus access road shall not exceed a grade of 16%, except that one run of the one hundred (100) feet or less in length may be at 18% grade upon approval of the Fire Chief.

H. Section 503.3 is amended by adding Section 503.3.1 to read as follows:

Section 503.3.1 Fire Lane Designation. Designation of fire lanes shall be by one of the following means:

1. By a white sign measuring at least 12 inches by 18 inches (12″ x 18″) posted immediately adjacent thereto and clearly visible. It should clearly state, in red letters not less than one inch (1″) in height, that the space is a fire lane and parking is prohibited.

2. By outlining and hash marking the area in contrasting colors clearly marking it with the words "Fire Lane - No Parking."

3. By identifying the space with a red curb upon which the words "Fire Lane - No Parking" are stenciled every 15 feet.

A. Both sides of fire lanes shall be red curbed when the fire lane is twenty (20) to twenty-eight (28) feet in width.

B. At least one side of a fire lane shall be red curbed and stenciled when the fire lane is over twenty-eight (28) and up to thirty-six (36) feet in width.

C. Curbs need not be painted red nor stenciled when the fire lane is more than thirty-six (36) feet in width.

I. Section 505.1 is deleted and replaced to read as follows: Section 505.1 Address numbers. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Said numbers shall be either internally or externally illuminated in all new construction. Numbers shall be as follows:

1. Minimum of one-half-inch (1/2″) stroke by two and one-half inches (2-1/2″) high.

2. When the structure is thirty-six (36) to fifty (50) feet from the street or fire department access, a minimum of one-half inch (1/2″) stroke by six inches (6″) high is required.

3. When the structure is more than fifty (50) feet from the street or fire apparatus access, a minimum of one-half inch (1/2″) stroke by nine inches (9″) high is required.

4. Where multiple addresses are required at a single driveway, they shall be mounted on a single post, and additional signs shall be located at locations where driveways divide.

5. Where a roadway provides access to solely a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

J. Sections 505.1.1 and 505.1.2 are added to read as follows:

Section 505.1.1 Multi-Tenant Buildings. Numbers or letters shall be designated on all occupancies within a building. Size shall be one-quarter-inch (1/4″) stroke by two inches (2″) high and on a contrasting background. Directional address numbers or letters shall be provided. Said addresses or numbers shall be posted at a height no greater than 5 feet, 6 inches (5′ 6″) above the finished floor and shall be either internally or externally illuminated in all new construction.

Section 505.1.2 Rear Addressing. Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the fire apparatus road at the back of a property or where rear parking lots or alleys provide an acceptable vehicular access. Number stroke and size shall comply with Section 505.1.

K. Section 506.1 is deleted and replaced to read as follows:

Section 506.1 Where Required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain contents as established in Section 506.1.1.1.

L. Sections 506.1.1.1 and 506.1.1.2 are added to read as follows: Section 506.1.1.1 Key box contents requirements. The key provided shall be a master key to all spaces including multi-tenant spaces. Additional keys shall be included for elevator control, fire alarm control panels, and fire sprinkler control valve access. In addition, when required by the Chief, a current copy of the Hazardous Materials Inventory Statement (HMIS) shall be kept within the key box. EXCEPTION: Multi-tenant spaces which provide a key box for each tenant and installed per Section 506.1. Electronic card keys and codes may not be utilized as a substitute for manual keys.

EXCEPTION: When electronic locks release upon loss of electrical power, a manual key need not be provided.

Section 506.1.1.2 Installation Location. When key boxes are required by the Fire Chief, such boxes shall be mounted at 72 inches above finished floor within five feet of the latching side of the main entrance to a structure or facility. In addition, a decal shall be provided and installed adjacent to the key lock/latching device.

M. Section 506.2.1 is added to read as follows: Section 506.2.1 Hazardous Materials Inventory Statements (HMIS). The operator of the building shall update and maintain HMIS as required by the Fire Code Official. N. Section 509.1.1 is added to read as follows: Section 509.1.1. Utility Identification. In multi-unit commercial and residential buildings, gas and electric meters, service switches and shut-off valves shall be clearly and legible marked to identify the unit or space that it serves.

O. Section 903.3.1.4 is added to read as follows: Section 903.3.1.4 Inspectors Test Valves. Inspector Test Valves shall be provided for each system and located the furthest point away from the sprinkler riser.

P. Section 5003.6.1 is added to read as follows:

Section 5003.6.1 Requirements. Two NFPA 704 diamonds shall be placed on buildings so that they are clearly visible from at least two directions of travel.

1. The signs shall be at least fifteen inches by fifteen inches (15″ x 15″). The signs shall not be placed on windows.
2. When NFPA 704 diamonds are required for the interior doors, the signs shall be applied to the doors at a level no higher than the doorknob. The signs for the interior doors shall be at least six inches by six inches (6″ x 6″). 3. The Fire Code Official may require fewer or more NFPA diamonds if the building configuration or size make it reasonably necessary.

Q. Section A101.1 is amended by adding the following:

Section A101.1.1 Application. The application for appeal shall be filed on a form obtained from the City building official within 20 days after the notice was served. A filing fee, as established by resolution of the City Council, shall be submitted at the time of filing. (Ord. 1802 § 2, 2013)

15.60.040 Express findings.

As required by Health and Safety Code Sections 17958.7, 18941.5(c) and 18942, the city council hereby expressly finds that amendments to the codes adopted by this chapter and as described in this section are necessary for the protection of the public health, safety and welfare, due to the local climatic, geological or topographical conditions.

A. Express Finding Number 1—Climatic. Climate is one of the greatest impacts to fire behavior and other major emergency events because it cannot be controlled. The drying out of wood shakes and wild land fuels in the summer months allows for easy ignition. The combustible weeds on vacant urban lots coupled with windy conditions are a recipe for disaster. The Greater Oroville region has extreme variations in weather patterns. Summers are arid and warm; winters are cool to freezing but void of significant snowfall. Fall and spring can bring any combination of weather pattern together. The doubling of average rainfall called an “El Nino” event has occurred from time to time and does cause the grass to mature and grow in excess of 6 feet high before it dries out. Ten square feet of this type of fuel is equivalent to the explosive force of one gallon of gasoline. Average yearly rainfall for the city is approximately 27 inches. This rainfall normally occurs from October to April. Low level fog (tulle-fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders. The fog can also cause freezing and slick roadways. During the summer months there is generally no measurable precipitation. Temperatures for this dry period range from 70 to 112 degrees F and are frequently accompanied by light to gusty Delta winds. The relative humidity during the summer months range from 2 to 30 mm Hg, which is classified as arid.

B. Express Finding Number 2—Geological.

The City of Oroville is subject to ground tremors from seismic events as the city is located in Design Category C, which relates to a high risk of earthquakes. Gas appliances located in attics or garages must be adequately braced and protected from damage from moving objects. Large portions of the city have poor soil conditions. Additionally, the very low elevations are subject to a very high-water table.

C. Express Finding Number 3—Topographical.

The city features include open space, drainage canals, components of the Oroville Dam and its water handling systems, highways, and railroad tracks. Traffic has to be channeled around several of these topographical features and limitations which create traffic congestion and delays in emergency response. These features are located between the Fire Station located within the city and our Automatic Aid partners CalFire and El Medio. Heavy traffic congestion on the city streets already acts as a barrier to timely response for fire and emergency vehicles. In the event of an accident or other emergency at one of the key points of intersection between a road and freeway, sections of the city could be isolated or response times could be sufficiently slowed so as to increase the risk of injury or damage. (Ord. 1802 § 2, 2013)

SECTION 2: This ordinance shall become effective thirty (30) days after its adoption. A summary of this ordinance shall be published within fifteen (15) days after its adoption, in accordance with Section 36933 of the Government Code.

SECTION 3: Severability. If any section, clause, paragraph or sentence of this Ordinance, or the application thereof to any person or circumstances, shall be held invalid, such invalidity shall not effect the other provisions of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable.

The foregoing ordinance was introduced and the title thereof read at the regular meeting ofthe City Council the 7th day of November, 2023 and by vote ofthe Council members present, further reading was waived.

The forgoing ordinance was duly passed and adopted by the City Council of the City of Oroville at a regular meeting thereof, this 19th day of December, 2023 by the following vote:
AYES: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

APPROVED:

David Pittman	Mayor

ATTEST:

APPROVED AS TO FORM:

Scott Huber, City Attorney

CITY OF OROVILLE
RESOLUTION NO. 9249

A RESOLUTION OF THE OROVILLE CITY COUNCIL REINSTATING THE MUNICIPAL FIRE CODE AS AN AMENDMENT TO THE CALIFORNIA UNIFORM BUILDING CODE

WHEREAS, The City Council of the City of Oroville, passed an ordinance adopting the 2022 California Building Standards Code, and made modifications and changes thereto, all of which comprise a portion of the City of Oroville Uniform Codes found in Title 15, Division I of the Oroville Municipal Code ; and

WHEREAS, The Oroville Municipal Fire Code 15.60.030 was not adopted as part of the adoption of the 2022 California Building Standards Code; and

WHEREAS, The City of Oroville has determined that the Municipal Fire Code is necessary for the health, safety, and well being of the general public, and

WHEREAS, the California Health and Safety Code Sections §17958, §17958.5, §17958.7(a), and §18941.5 require the governing body of a city, before making any modifications or changes to the California Building Standards Code, to make express findings that such modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, the City Council of the City of Oroville finds that a departure from the California Building Standards Code is reasonably necessary due to local climatic, geological, or topographical conditions.

NOW, THEREFORE the City Council of the City of Oroville does hereby resolve as follows:

SECTION 1: Legislative Findings. Modifications and changes contained in the City of Oroville Uniform Codes, are required in order to provide specific and greater protections to the public health, safety and welfare than are afforded by the California Building Standards Code due to local climactic, geological, and topographical conditions. The legislative findings for such modifications and changes are made pursuant to Sections §17958.5 and §17958.7 of the California Health and Safety Code as set forth in the report of the Building Official dated November 1, 2022, and attachments thereto, entitled "Analysis of Amendments to the 2022 California Building Standards Code" attached hereto as Exhibit "1" and by this reference incorporated herein.

SECTION 2: This Resolution shall become effective on the same date as Ordinance No. XXXX, which amends the 2022 California Building Standards Code.

SECTION 3: The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the California Building Standards Commission.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on the 16th day of April, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Asst. City Clerk

DATE: March 29, 2024
TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO INCREASE RATES IN ITS COMPREHENSIVE GAS ADVANCED METERING INFRASTRUCTURE REPLACEMENT PROGRAM APPLICATION (A.24-03-011)

RECEIVED
APR 03 2024
By

Acronyms you need to know
PG&E: Pacific Gas and Electric Company
CPUC: California Public Utilities Commission

Why am I receiving this notice?

On March 14, 2024, PG&E filed its Comprehensive Gas Advanced Metering Infrastructure Replacement Program application with the CPUC. The application requests $497 million (0.1% increase for residential customers) to replace gas modules, which are necessary to provide accurate billing and usage data for customers.

Why is PG&E requesting this rate increase?

Modules are separately attached to gas meters to communicate usage data and are essential technology for basic gas operations. Many gas modules in PG&E's service territory are approaching the end of their expected useful life, and PG&E's proposal includes costs for replacement.

PG&E's proposal is proactive and is more cost-effective for customers than waiting until each module fails.

PG&E is proposing to recover electric and gas costs **beginning as soon as a final decision is issued by the CPUC, which could be as early as March 2025.** Starting in 2027, further costs will be included in the General Rate Case process.

How could this affect my monthly electric rates?

Even though the majority of costs are directly related to gas operations, there is still an impact to electric rates for certain costs common across gas and electric operations.

Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services.

In 2026, which is the year of the highest impact, the bill for a typical residential customer using 500 kWh per month would increase from $222.92 to $223.21, or 0.1% compared to current bills.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

How could this affect my monthly gas rates?

Bundled gas customers receive transmission, distribution and procurement services from PG&E.

In 2026, which is the year of the highest impact, the bill for a typical residential customer averaging 33 therms per month would increase from $73.49 to $73.96, or 0.6%.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt PG&E's application, modify it or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call **1-415-703-1584**, email: **PublicAdvocatesOffice@cpuc.ca.gov** or visit **PublicAdvocates.cpuc.ca.gov**.

Where can I get more information?

CONTACT PG&E

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TTY, call **1-800-652-4712**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555.**

If you would like a copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
Comprehensive Gas Advanced Metering Infrastructure
Replacement Program Application (A.24-03-011)
P.O. Box 1018
Oakland, CA 94604-1018

CONTACT CPUC

Please visit **apps.cpuc.ca.gov/c/A2403011** to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: **Public.Advisor@cpuc.ca.gov**
Mail: CPUC
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102
Call: **1-866-849-8390** (toll-free) or **1-415-703-2074**

Please reference **PG&E's Comprehensive Gas Advanced Metering Infrastructure Replacement Program Application A.24-03-011** in any communications you have with the CPUC regarding this matter.

HOUSING DEPARTMENT
March 2024

Housing Department:

- Current portfolio balance is $38,372,967.86.
- Loan Portfolio Monitoring (344) Loans, including monthly credit reporting sent 03/18/2024, late payment notices (1), late insurance notices (5), annual inspections (0) and certification (183) and foreclosure processing (5). (ongoing)

  Foreclosures in process - 5

  1) 2236 Del Oro Ave.- (primary mortgager) *Received Notice of Default, letter sent to borrower. City is in position ahead of the lender who recorded the Notice of Default. Waiting to see what the primary lender will do. Auction was scheduled for 12/27/23 and was cancelled.*
  2) 1300 High St.-*Foreclosure was resolved.*
  3) 2170 Mitchell Ave.- *Letter sent to homeowner 2/26/2024 with no response.*
  4) *1805 Feather Ave.-Notice of default sent to borrower. Will go to Council in May*
  5) *3235 Burlington Ave.-Letter sent to borrower 3/13/24. We have not received a response. The council approved the foreclosure on 04/02/2024. City in the process of paying off the primary mortgage and initiating foreclosure.*

  Deceased Loan Holders

  1) 2050-Gray St.-*Grandson will not be able to refinance to pay off the loan so is in the process of listing the home for sale. Needs to complete probate first.*

Payoffs received (17) for FY 23/24 are $1,237,453 and (10) requests processed 2024 year.

- FTHB Program- no update provided.

- Owner-Occupied Rehabilitation Program- (1) new application submitted, (4) in construction. (1) loan construction complete. This program will currently be funding using Permanent Local Housing Allocation (PLHA) funds instead of CDBG.

- CDBG DR-MHP - Lincoln St. Phase I is currently under construction.
  - Phase II now received a Conditional Notice to Proceed for Lincoln St. Senior Apartments. Developer applied LIHTC in March 2024. Awaiting award decision.
- Mission Esperanza Project. Project in Plan Check.
- Neighborhood Cleanup grant-underway
- Oroville Convention Center-construction underway
- DR-Infr (Ophir Rd)- County will be taking the project lead.

Grants Submitted

- 2023 CDBG Amendment #10-Ladder Truck Purchase-not awarded.

- 2022 and 2023 PLHA Allocation

OROVILLE CITY COUNCIL
MONTHLY REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**
BRIAN RING, CITY ADMINISTRATOR

FROM: **BILL LAGRONE, CHIEF OF POLICE**

RE: **POLICE DEPARTMENT MONTHLY REPORT FOR MARCH 2024**

DATE: **APRIL 16, 2024**

SUMMARY

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

Staffing:

Positions	Total staffed	Total Authorized	Total Vacant
Police Officer	24	29	5
Dispatcher	8	8	0
Municipal Law Enforcement	11	17	6
Administrative Personnel	4	4	0

Department Activity:

Events Year to Date 2024	Average Response Time for Crimes against persons *Priority 1 crimes	Average Response Time for all types of calls for Service	National Average Response Time
10,822	3:31 minutes	7:15 minutes	8 - 11 minutes

Patrol Checks and Park Patrols:

	Patrol Checks/Park Patrols
MARCH 2024	219
Year to Date	598

Parking Enforcement Citations Issued:

MARCH 2024	Year to Date 2024	MARCH 2023	Year to date 2023
25	37	16	34

Police Activity:

Arrest	MARCH 2023	MARCH 2024	Year to date 2023	Year to date 2024
Misdemeanor	74	137	242	308
Felony	36	43	104	107

Citations	MARCH 2023	MARCH 2024	Year to date 2023	Year to date 2024
	49	45	182	138

Uniform Crime Reporting:

Crimes of Violence	MARCH 2024	Year to Date JANUARY – DECEMBER
Homicide	0	0
Rape	0	1
Robbery	0	2
Aggravated Assault	4	8

Community Navigator:

Contacts	Services Received	Year to date contacts	Year to date services
32	28	134	83

SPCA Statistics:

Service Calls by Priority:

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	16	97	6.06
Priority	39	293	7.51
At Officer Convenience	21	142	6.76
After Hours	18	134	7.44

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
76	88	24	47	0	0	5

*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

Animal Outcomes:

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	13	11	2	0	0	0
Died	1	0	1	0	0	0
Disposal	11	2	7	0	0	2
Euthanasia	45	22	23	0	0	0
RTO	15	10	0	5	0	0
Transfer	1	1	0	0	0	0
Foster	1	1	0	0	0	0

*Others are wild animals such as bats, skunks, snakes, possums, etc

SPCA After-hours call outs:

MARCH 2024
18

Shoes for Kids:

Shoes Provided	Socks Provided
1	1 Pkg

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

None

OROVILLE
UNION HIGH SCHOOL DISTRICT
Preparing students for the future today

Oroville City Council
1735 Montgomery Street
Oroville, CA 95965

Re: Fourteen-Day Notice of Proposal to Implement Developer Fees

April 8, 2024

To whom it may concern:

A public hearing will be held by the Governing Board of the Oroville Union High School District as its regular meeting of May 15, 2024, in which the Board will consider a resolution implementing school facilities fees in accordance with Education Code Section 17620. The meeting will be held at 6:00 p.m. in the Transportation Office located at 2139 Washington Blvd, Oroville, California. Further information on the costs of school services and facilities and on other available revenue, including the general fund, will be available at the District Office as of May 3, 2024.

If you have any questions regarding the above, please feel free to contact me at 530-538-2300, ext. 1103.

Susan Watts

Susan Watts

Assistant Superintendent/CBO