

**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.

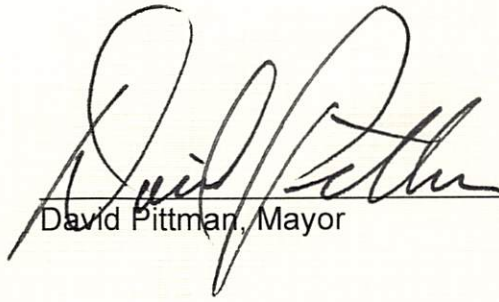
PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on April 16, 2024; by the following vote:

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

NOES: None

ABSTAIN: None

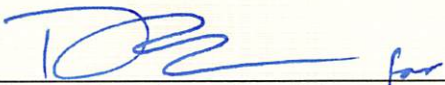
ABSENT: None



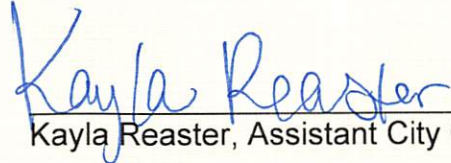
David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

 for

Scott E. Huber, City Attorney



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. 9246 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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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 reinstated 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:

<u>Length of Continuous Service</u>	<u>Annual Award</u>
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 advise 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 or 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

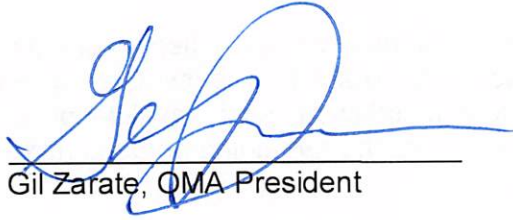
The City shall provide all payments on a bi-weekly schedule to simplify payroll distribution and CalPERS reporting. This means that where a payment is identified in this MOU as a monthly benefit or described other than on a bi-weekly schedule, it shall be paid in a manner that is consistent with and prorated to the bi-weekly pay periods of the City.

Section 28 TERM AND OPENING CLAUSE

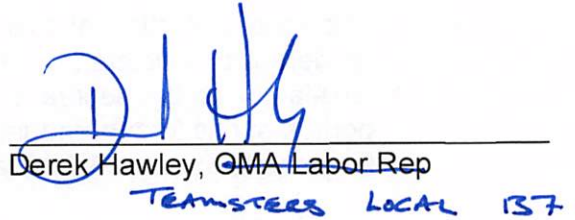
This Memorandum of Understanding shall be effective January 1, 2024, and shall remain in effect through December 31, 2026, and shall continue thereafter unless either party gives written notice to the other party prior to September 1, 2026, requesting negotiation of a new Memorandum of Understanding 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



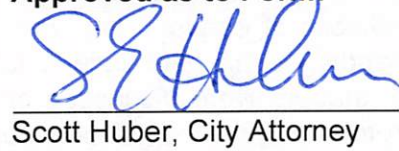
Derek Hawley, OMA Labor Rep
TEAMSTERS LOCAL 137

CITY OF OROVILLE



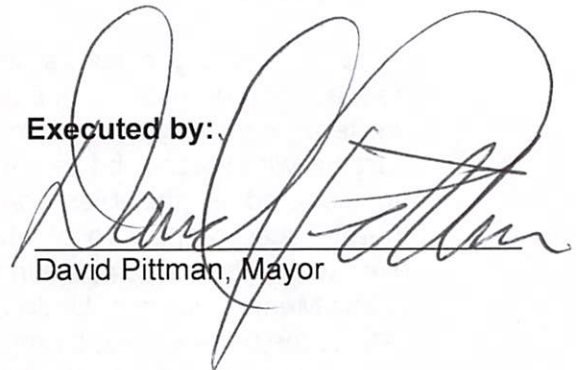
Brian Ring, City Administrator

Approved as to Form:



Scott Huber, City Attorney

Executed by:



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

EXHIBIT A

Job Classifications

Department

Airport Manager	Public Works
Human Resource Manager	Administration
Information Technology Manager	Administration
Senior Civil Engineer	Community Development
Police Lieutenant	Police Department
Public Works Manager	Public Works
Building Official	Community Development

