

AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE MID-MANAGEMENT ASSOCIATION (OMMA)

for the

PERIOD BETWEEN JULY 1, 2007 to JUNE 30, 2009

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. 7040 adopted at its Regular Meeting of November 20, 2007.

*Original
final*

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Section 1. RECOGNITION OF OROVILLE MID-MANAGEMENT ASSOCIATION

The City of Oroville Recognizes the Oroville Mid-Management Association (OMMA) as the majority representative of the members, whether dues paying or non-dues paying, of OMMA in Classifications as set forth in attached Exhibit "A" excluding confidential employees designated by the City Administrator.

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 OMMA shall be advised, for the purpose of enabling the City and the OMMA 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 OMMA.

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 excess 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.

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. CLOTHING ALLOWANCE AND SAFETY EQUIPMENT

7.1 Safety Employees

- A. Each safety member covered by this Memorandum shall receive an annual clothing allowance of seven hundred twenty dollars (\$720) for police

personnel and seven hundred fifty dollars (\$750) for fire personnel at the time of the member's original appointment. Payment will be made in the member's first paycheck. On the first pay period in December, and each first pay period in December thereafter. This will constitute the clothing allowance for the following calendar year.

B. The City agrees to provide members with the following uniform insignia:

1. Patches - up to two sets per year as needed
2. Pins - as needed Hats and caps

The appropriate Department Head shall decide when replacement of these items above for OMMA members are is necessary.

7.2 Non-Safety Employees

The City will continue to provide uniforms and safety equipment as has been provided prior to this Memorandum.

7.3 City agrees to pay the initial cost of any ordered uniform article change.

7.4 Special equipment, upon availability, will be issued to the individual members who shall be both accountable for the equipment and responsible for the care of the equipment. The City will provide the normal equipment maintenance.

Section 8. **COMPENSATION AND RETIREMENT**

8.1 **SALARY**

The City of Oroville will continue the compensation study as outlined below in this Memorandum of Understanding between OMMA and The City of Oroville Section 8.1 with the exception of Police Lieutenants.

Police Lieutenant's salaries will be increased by 15% effective July 1, 2007 and 15% effective July 1, 2008.

The City of Oroville shall implement salaries based on the compensation study updated in 2007, beginning July 1, 2007 and increases shall be given each July 1st for the term of this agreement:

On July 1, 2007 and July 1, 2008, the following salary increases shall be implemented.

<u>Position</u>	<u>% of Salary Increase</u>
Deputy Fire Chief	4.75% + 2% COLA
Police Lieutenant	15%

Project Manager/Sr. Civil	0% + 2% COLA
Planning Manager	7% + 2% COLA
Building Official	5% + 2% COLA
Battalion Chiefs	5% + 2% COLA
Assistant Director Parks	2.75% + 2% COLA
Management Analyst III	0% + 2% COLA
Accounting Manager	5% + 2% COLA
Parks & Trees & Public Works	0% + 2% COLA
Operations Manager	

2% COLA per year for all other unnamed positions within this Association.

On July 1, 2005, Safety OMMA member forfeit their 2% COLA and Miscellaneous members forfeit 1% of their COLA the first year of this agreement in lieu of the City implementing EPMC. Future compensation comparisons will reflect the 2% discrepancy for safety member and 1% discrepancy for miscellaneous members.

Salary Re-Openers: The City or OMMA 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.

City of Oroville Core Revenue Base:

- Property Tax
- Sales & Use Tax
- Transient Occupancy Tax
- Utility User Tax
- Franchise Tax
- Motor Vehicle in Lieu

- 8.2 In the case of federal, state or local emergencies, if required to work in excess of normal duty hours, the OMMA 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 OMMA member. Any reimbursement in excess of the normal salary of the OMMA member will be retained by the City.
- 8.3 All salary steps, A, B, C, D, E, F and G 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. To be eligible for advancement to Step F or G, the member must have completed two (2) years in his/her current classification.

8.4 P.E.R.S. CONTRIBUTIONS

A. The City shall implement EPMC for OMMA, effective July 1, 2005 in lieu of the 2% COLA for safety positions and 1% COLA for all other positions for the first year of the agreement.

The City of Oroville has identified the following conditions for the purpose of its election to pay EPMC;

This benefit shall only apply to all members of the Oroville Mid-Managers' Association. This benefit shall consist of paying 100% - of the normal contributions as EPMC, and reporting the same percent (7% or 9%) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation. The effective date of this benefit shall be July 1, 2005.

B. Non-Safety Members: The City agrees to contract with the Public Employees Retirement System (PERS) to provide retirement benefits under the 2% at 55 formula for members of this employee bargaining unit. The City shall contribute to PERS each pay period a portion of such member's contribution rate equal to 7% on all "PERS" benefits.

C. Safety Members: The City has contracted with the Public Employees' Retirement System (PERS) to provide retirement benefits under the 2% @ 50 formula for members of this employee bargaining unit. The City shall contribute to PERS each pay period a portion of the employee contribution rate equal to 9% on all "PERS" benefits.

D. Effective April 29, 2002, the City amended and shall maintain the PERS contract to include single highest year benefit calculation and the 4th level 1959 Survivor Benefits through PERS, for all City employees.

E. The City agrees to re-open negotiations within one year from the date of this agreement to discuss the feasibility of providing enhanced retirement benefits to OMMA members. Consideration will be given to all retirement options, including but not limited to, PERS 3% @ 60 and 2.7% @ 55 for miscellaneous members and PARS 3% @ 50 and/or 3% @ 55 for safety members.

In the event the City determines that implementation of enhanced retirement benefits to OMMA members is not economically feasible, the City agrees to re-open negotiations.

8.5 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 OMMA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

8.6 SUPPLEMENTAL RETIREMENT:

The City agrees to allow employees of this bargaining unit to participate in their Union Supplemental Retirement Plan on a cost neutral basis.

Section 9. HOSPITAL MEDICAL BENEFITS

9.1 Health 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.

Effective July 1, 2007, the insurance cap will be increased by \$25.00 (beyond the \$51.76 already implemented) for the 2007-2008 year.

Effective July 1, 2005, the City agrees to contribute an additional \$45.15 per month, per member towards health and dental insurance premiums, increasing the City's contribution cap to \$774.15 per month. The City also agrees to pay 50% of the premium increase each year for the Blue Shield 80/60 PPO Plan for the duration of this contract.

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 OMMA 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 OMMA 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.

9.2 Health Insurance Review Committee

The City agrees to participation in the established Health Insurance Review Committee of the City of Chico. The Personnel Coordinator 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 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 employee's normal work hours, nor shall such employees receive overtime or call-back pay for the service on the Committee. The Committee shall have access to such non-confidential information as necessary to carry out its purpose.

9.3 Approval of Future Plan Changes

- A. Both the City and the Association 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 two cities who are covered by the plan who vote on such changes.
- B. The proposed changes reviewed by the Committee may be initiated by the Committee, by City employee organizations, or groups, 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 to submit to a vote of the covered employees, the City employee organizations 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.

9.4 I.R.C. SECTION 125 COLLABORATION

Effective January 1, 2001, the City shall implement a premium only, 125 cafeteria plan administered through AFLAC.

- 9.5 The Employer shall maintain the carrier of the Disability Policy's waiting period to 90 calendar days.
- 9.6 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.

SECTION 10. PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

- 10.1 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.

- 10.2 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.
- 10.3 The City will make available to each member a maximum of \$1,200 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 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. 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 conformation 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.

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.

Section 11. 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.

Section 12. VACATION POLICY

12.1 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.

12.2 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).

12.3 Unused vacation benefits may be accumulated from prior anniversary years; provided, however, the employee shall cease to earn vacation benefits that exceed three (3) 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.

12.4 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.

12.5 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.

12.6 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.

Section 13. ADMINISTRATIVE LEAVE

All Mid-Management Employee personnel are eligible for 48 hours per calendar year of Administrative Leave based upon amount of time worked in addition to normal work hours and approved, in advance in writing by the Department Head. Such leave may be taken, upon approval of the Department Head, any time after it has been allocated.

Section 14. HOLIDAYS

14.1 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) 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 last working day before Christmas
- (12) Christmas Day, December 25

14.2 Employees shall be compensated for each holiday by eight (8) hours of straight time compensation.

Section 15. SICK LEAVE ACCUMULATION

15.1 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.

15.2 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) work day for each month of service beginning the first calendar month following regular probationary employment.

15.3 An employee returning to duty after an absence of more than two (2) 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.

- 15.4 Employees shall accumulate unused sick leave without limitation as to a maximum number of days.
- 15.5 Sick Leave Conversion: An employee represented by the Association 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.

Section 16. LEAVES OF ABSENCE

16.1 Bereavement Leave:

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 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, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.

- 16.2 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.

16.3 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.

16.4 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.

Section 17. JURY DUTY

Every unit 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 18. RANDOM DRUG AND ALCOHOL TESTING

Association 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 19. PHYSICAL FITNESS PROGRAM

The City shall administer a physical fitness program which includes an aerobic, strength, flexibility, and endurance standards in a modified program which derives structure from the program developed by the Commission on Peace Officers Standards and Training (P.O.S.T.) and adopted by the California Highway Patrol. Participants must present an authorization to participate signed by a physician.

Members who qualify during the semi-annual testing shall be eligible for fitness incentive pay of \$15.00 per month. This program may be terminated after twelve (12) months if the City notifies the OMMA within nine (9) months of the program's inception of the City's intention to terminate the program and that the City agrees to meet and confer with the OMMA on the topic.

Section 20. 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 21. 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 22. 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 23. INJURIES IN THE COURSE OF EMPLOYMENT

- 23.1 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.
- 23.2 All members of the Mid-Management Unit (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 off-set 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 (21.2) does not apply to retired members.

- 23.3 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, 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 24. DISCIPLINE

- 24.1 Discipline: The City may discharge, demote or suspend any employee, who has completed the specified probationary period for cause including but not limited to dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with the City's reasonable rules regarding rules safety, conduct related to employment which impairs, disrupts, or causes discredit to the employee's employment to the City. In the event an employee feels the discharge or suspension is not for cause, the Association shall have the right to appeal the case through the Grievance Procedure. Probationary employees may be discharged for any reason and without cause.

- 24.2 **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.
- 24.3 **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.
- 24.4 **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.

24.5 **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 25. GRIEVANCE PROCEDURE

- 25.1 Except Personnel Rules 1, 3, 4, 5, and Section 4 of this Memorandum of Understanding 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 Memorandum, other than appeals subject to the foregoing Section 22.5.

25.2 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: An employee'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 employee 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 employee may proceed to Step 2.

Step 2: If the grievance is not resolved in Step 1, the Association 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 Association 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 Association to arbitration. The fourth step shall be taken within twenty (20) work days of the date of the answer in Step 3.

Step 4b: Upon receipt of request by Association to submit a grievance to arbitration, the City will set a day acceptable to both parties. City and Association 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 Association 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 arbitration shall be borne equally by the City and the Association. The City and Association shall pay the compensation and expenses for their respective witnesses. At the Association's request, the City shall release employees from duty to participate in arbitration proceedings.

Step 4c: In conducting the appeal the Arbitrator shall review the evidence to determine whether the City Administrator's decision regarding the grievance was an abuse of discretion. For the Arbitrator to find an abuse of discretion, the record evidence must show that the City Administrator's decision was not supported by the facts, findings or substantial evidence; the decision was reached in an arbitrary manner or that the decision-making process was not conducted in accordance with the procedure in the Memorandum of Understanding.

Should the Arbitrator find an abuse of discretion, the normal remedy will be to remand the matter to the City Administrator to correct or modify the decision in a manner consistent with the Arbitrator's ruling.

The first hearing shall be held as soon as is practicable for the City and the Association. The decision of the arbitrator shall be final and binding on the City, Association and the aggrieved member, in any, provided that such decision does not in any way add to, disregard, or modify any of the provisions of this Memorandum of Understanding.

Step 4d: Failure by either party to meet any of the aforementioned time limits as set forth in Subsection 23.2 (Step1), 23.2 (Step 2), 23.2 (Step 3), 23.2 (4a), 23.2 (4b) will result in forfeiture by the failing party; except however, that the aforementioned time limits may be extended by mutual written agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum of Understanding, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

Step 4e: Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the Association, 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 of Understanding, and further provided that the Association's President shall be given an opportunity to be present at such adjustment.

25.3 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.

25.4 If the employee or the Association 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 employee to the next higher level if so requested by the employee or the Association.

Section 26. 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, 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 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 27. 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 28. 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.

- A. 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 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.
- B. By mutual agreement, the parties agree to reopen negotiations for the 2008-2009 year on the following:


1. Unranked positions to be reviewed for proper placement. If there are no like positions with which to measure, the positions will be assessed for proper placement internally.
2. Insurance plans and Retirement Enhancement to be studied by a joint committee made up of representatives from all units for future implementation.

Section 29. TERM AND OPENING CLAUSE

This Memorandum of Understanding shall be effective July 1, 2007 and shall remain in effect through June 30, 2009, and shall continue thereafter unless either party gives written notice to the other party prior to March 1st, 2009 requesting negotiation of a new Memorandum of Understanding with an effective date of July 1, 2009.

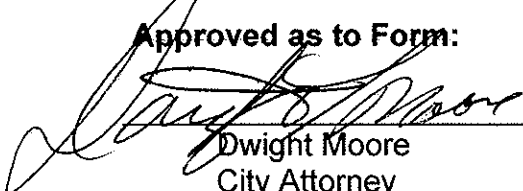
This Memorandum recommended to the City Council of the City of Oroville on November 20, 2007.

**OROVILLE MID-MANAGEMENT
ASSOCIATION (OMMA)**



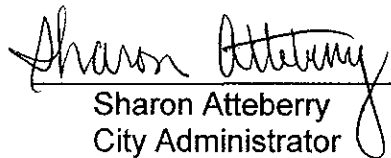
John Nickelson
OMMA President

Approved as to Form:



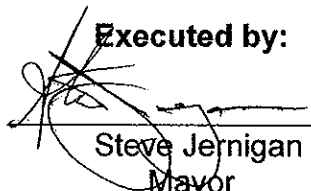
Dwight Moore
City Attorney

CITY OF OROVILLE



Sharon Atteberry
City Administrator

Executed by:



Steve Jernigan
Mayor

CITY OF OROVILLE/ROVILLE REDEVELOPMENT AGENCY
Classifications & Compensation for OMMA Members

EFFECTIVE 7/1/07

EXHIBIT "A"

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Deputy Fire Chief (4.75%+2%cola)	\$65,164.46 \$5,430.37	\$68,422.68 \$5,701.89	\$71,843.82 \$5,986.98	\$75,436.01 \$6,286.33	\$79,207.82 \$6,600.65	\$83,168.22 \$6,930.68	\$87,326.63 \$7,277.22	Annual Monthly
	\$31.33	\$32.90	\$34.54	\$36.27	\$38.08	\$39.98	\$41.98	Hourly
Police Lieutenant (1.5%)	\$68,097.26 \$5,674.77	\$71,502.12 \$5,958.51	\$75,077.23 \$6,256.44	\$78,831.09 \$6,569.26	\$82,772.66 \$6,897.72	\$86,911.30 \$7,242.61	\$91,256.86 \$7,604.74	Annual Monthly
	\$32.74	\$34.38	\$36.09	\$37.90	\$39.79	\$41.78	\$43.87	Hourly
RDA&Econ Dev Mgr. (2%cola)	\$64,023.43 \$5,335.29	\$67,224.60 \$5,602.05	\$70,585.83 \$5,882.15	\$74,115.12 \$6,176.26	\$77,820.88 \$6,485.07	\$81,711.93 \$6,809.33	\$85,797.52 \$7,149.79	Annual Monthly
	\$30.78	\$32.32	\$33.94	\$35.63	\$37.41	\$39.28	\$41.25	Hourly
Proj Mgr/Civil Engr. (2%cola)	\$63,865.35 \$5,322.11	\$67,058.62 \$5,588.22	\$70,411.55 \$5,867.63	\$73,932.13 \$6,161.01	\$77,628.74 \$6,469.06	\$81,510.19 \$6,792.52	\$85,585.70 \$7,132.14	Annual Monthly
	\$30.70	\$32.24	\$33.85	\$35.54	\$37.32	\$39.19	\$41.15	Hourly
E Z/Business Ast. Coord. (2%)	\$60,399.31 \$5,033.28	\$63,419.28 \$5,284.94	\$66,590.24 \$5,549.19	\$69,919.75 \$5,826.65	\$73,415.75 \$6,117.98	\$77,086.55 \$6,423.88	\$80,940.87 \$6,745.07	Annual Monthly
	\$29.04	\$30.49	\$32.01	\$33.62	\$35.30	\$37.06	\$38.91	Hourly
Planning Mgr. (7.4%+2%cola)	\$57,966.42 \$4,830.54	\$60,864.74 \$5,072.06	\$63,907.98 \$5,325.66	\$67,103.38 \$5,591.95	\$70,458.56 \$5,871.55	\$73,981.50 \$6,165.12	\$77,680.57 \$6,473.38	Annual Monthly
	\$27.87	\$29.26	\$30.72	\$32.26	\$33.87	\$35.57	\$37.35	Hourly
Building Official (5.25%+2%cola)	\$57,719.44 \$4,809.95	\$60,605.41 \$5,050.45	\$63,635.68 \$5,302.97	\$66,817.47 \$5,568.12	\$70,158.35 \$5,846.53	\$73,666.28 \$6,138.86	\$77,349.59 \$6,445.80	Annual Monthly
	\$27.75	\$29.14	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	Hourly
Battalion Chief (5%+2%cola)	\$56,746.66 \$4,728.89	\$59,583.99 \$4,965.33	\$62,563.19 \$5,213.60	\$65,691.35 \$5,474.28	\$68,975.93 \$5,747.99	\$72,424.73 \$6,035.39	\$76,045.97 \$6,337.16	Annual Monthly
	\$27.28	\$28.65	\$30.08	\$31.58	\$33.16	\$34.82	\$36.56	Hourly
Operations Mgr. (2%cola)	\$56,367.38 \$4,697.28	\$59,185.75 \$4,932.15	\$62,145.04 \$5,178.75	\$65,252.29 \$5,437.69	\$68,514.91 \$5,709.58	\$71,940.65 \$5,995.05	\$75,537.68 \$6,294.81	Annual Monthly
	\$27.10	\$28.45	\$29.88	\$31.37	\$32.94	\$34.59	\$36.32	Hourly
Accounting Mgr. (3%+2%cola)	\$53,691.43 \$4,474.29	\$56,376.01 \$4,698.00	\$59,194.81 \$4,932.90	\$62,154.55 \$5,179.55	\$65,262.28 \$5,438.52	\$68,525.41 \$5,710.45	\$71,951.68 \$5,995.97	Annual Monthly
	\$25.81	\$27.10	\$28.46	\$29.88	\$31.38	\$32.94	\$34.59	Hourly
Mngnt Analyst III (2%cola)	\$46,051.84 \$3,837.65	\$48,354.43 \$4,029.54	\$50,772.15 \$4,231.01	\$53,310.76 \$4,442.56	\$55,976.30 \$4,664.69	\$58,775.11 \$4,897.93	\$61,713.87 \$5,142.82	Annual Monthly
	\$22.14	\$23.25	\$24.41	\$25.63	\$26.91	\$28.26	\$29.67	Hourly

CITY OF OROVILLE/OROVILLE REDEVELOPMENT AGENCY
Classifications & Compensation for OMMa Members

EFFECTIVE 7/1/08

EXHIBIT "A"

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Deputy Fire Chief	\$69,563.06	\$73,041.21	\$76,693.27	\$80,527.94	\$84,554.34	\$88,782.07	\$93,221.18	Annual
(4.75%+2%cola)	\$5,796.92	\$6,086.77	\$6,391.11	\$6,710.66	\$7,046.20	\$7,398.51	\$7,768.43	Monthly
	\$33.44	\$35.12	\$36.87	\$38.72	\$40.65	\$42.68	\$44.82	Hourly
Rda Proj Mgr/C Engr.	\$65,142.66	\$68,399.79	\$71,819.78	\$75,410.77	\$79,181.32	\$83,140.39	\$87,297.41	Annual
(2%cola)	\$5,428.55	\$5,699.98	\$5,984.98	\$6,284.23	\$6,598.44	\$6,928.37	\$7,274.78	Monthly
	\$31.32	\$32.88	\$34.53	\$36.26	\$38.07	\$39.97	\$41.97	Hourly
Police Lieutenant	\$78,311.85	\$82,227.44	\$86,338.82	\$90,655.76	\$95,188.55	\$99,947.99	\$104,945.39	Annual
(15%)	\$6,525.99	\$6,852.29	\$7,194.90	\$7,554.65	\$7,932.38	\$8,329.00	\$8,745.45	Monthly
	\$37.65	\$39.53	\$41.51	\$43.58	\$45.76	\$48.05	\$50.45	Hourly
RDA&Econ Dev Mgr.	\$65,303.90	\$68,569.10	\$71,997.55	\$75,597.43	\$79,377.30	\$83,346.16	\$87,513.47	Annual
(2%cola)	\$5,441.99	\$5,714.09	\$5,999.80	\$6,299.79	\$6,614.77	\$6,945.51	\$7,292.79	Monthly
	\$31.40	\$32.97	\$34.61	\$36.34	\$38.16	\$40.07	\$42.07	Hourly
Planning Mgr.	\$63,415.27	\$66,586.03	\$69,915.33	\$73,411.10	\$77,081.66	\$80,935.75	\$84,982.54	Annual
(7.4%+2%cola)	\$5,284.61	\$5,548.84	\$5,826.28	\$6,117.59	\$6,423.47	\$6,744.65	\$7,081.88	Monthly
	\$30.49	\$32.01	\$33.61	\$35.29	\$37.06	\$38.91	\$40.86	Hourly
Building Official	\$61,904.10	\$64,999.30	\$68,249.27	\$71,661.73	\$75,244.83	\$79,007.08	\$82,957.44	Annual
(5.25%+2%cola)	\$5,158.67	\$5,416.61	\$5,687.44	\$5,971.81	\$6,270.40	\$6,583.92	\$6,913.12	Monthly
	\$29.76	\$31.25	\$32.81	\$34.45	\$36.18	\$37.98	\$39.88	Hourly
E Z/Business Ast. Coord.	\$61,607.30	\$64,687.66	\$67,922.04	\$71,318.15	\$74,884.06	\$78,628.28	\$82,559.69	Annual
(2%)	\$5,133.94	\$5,390.64	\$5,660.17	\$5,943.18	\$6,240.34	\$6,552.36	\$6,879.97	Monthly
	\$29.62	\$31.10	\$32.65	\$34.29	\$36.00	\$37.80	\$39.69	Hourly
Battalion Chief	\$60,718.92	\$63,754.87	\$66,942.61	\$70,289.74	\$73,804.24	\$77,494.46	\$81,369.19	Annual
(5%+2%cola)	\$5,059.91	\$5,312.91	\$5,578.55	\$5,857.48	\$6,150.35	\$6,457.87	\$6,780.77	Monthly
	\$29.19	\$30.65	\$32.18	\$33.79	\$35.48	\$37.26	\$39.12	Hourly
Operations Mgr.	\$57,494.73	\$60,369.47	\$63,387.94	\$66,557.34	\$69,885.20	\$73,379.46	\$77,048.44	Annual
(2%cola)	\$4,791.23	\$5,030.79	\$5,282.33	\$5,546.44	\$5,823.77	\$6,114.96	\$6,420.70	Monthly
	\$27.64	\$29.02	\$30.47	\$32.00	\$33.60	\$35.28	\$37.04	Hourly
Accounting Mgr.	\$57,449.83	\$60,322.33	\$63,338.44	\$66,505.36	\$69,830.64	\$73,322.18	\$76,988.29	Annual
(5%+2%cola)	\$4,787.49	\$5,026.86	\$5,278.20	\$5,542.11	\$5,819.22	\$6,110.18	\$6,415.69	Monthly
	\$27.62	\$29.00	\$30.45	\$31.97	\$33.57	\$35.25	\$37.01	Hourly
Mngmt Analyst III	\$46,972.87	\$49,321.52	\$51,787.59	\$54,376.97	\$57,095.82	\$59,950.61	\$62,948.14	Annual
(2%cola)	\$3,914.41	\$4,110.13	\$4,315.63	\$4,531.41	\$4,757.99	\$4,995.88	\$5,245.68	Monthly
	\$22.58	\$23.71	\$24.90	\$26.14	\$27.45	\$28.82	\$30.26	Hourly