

CITY OF OROVILLE
RESOLUTION NO. 8643

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION - SWORN UNIT

(Agreement No. 1447-10)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Police Officers' Association – Sworn Unit. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

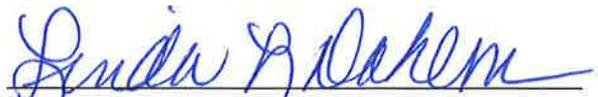
PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 15, 2017, by the following vote:

AYES: Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier

NOES: None

ABSTAIN: None

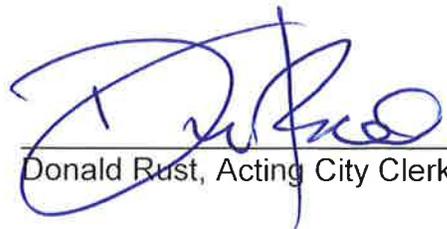
ABSENT: None


Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:


Scott E. Huber, City Attorney

ATTEST:


Donald Rust, Acting City Clerk

AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

**OROVILLE POLICE OFFICERS' ASSOCIATION
SWORN UNIT**

This Memorandum of Understanding, hereinafter referred to as the "Memorandum," has been approved by City Council Resolution No. 8643 adopted at its regular meeting of August 15, 2017.

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ARTICLE 1 - AGENCY SHOP

- 1.1 The Oroville Police Officers Association (OPOA) has been declared an agency shop in accordance with Government Code Section 3502. Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

The Oroville Police Officers Association (OPOA) represents the following classifications:

- Police Sergeant
- Police Detective
- Police Officer

ARTICLE 2 - SCOPE OF REPRESENTATION

- 2.1 This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees represented by the OPOA.

ARTICLE 3 - MAINTENANCE OF BENEFITS

- 3.1 Changes to the City's Personnel Rules & Regulations and policies shall require a meet and confer with the OPOA prior to implementation.

ARTICLE 4 - CITY RIGHTS AND RESPONSIBILITIES

- 4.1 The City retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:
- To manage and direct its business and personnel
 - To manage, control, and determine the mission of its departments, building facilities, and operations
 - To create, change, combine or abolish jobs, departments and facilities in whole or in part
 - To subcontract or discontinue work for economic or operational reasons
 - To direct the work force
 - To increase or decrease the work force and determine the number of employees needed

- To hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof
- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

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

ARTICLE 5 - SENIORITY

- 5.1 OVERALL SENIORITY** - "Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of service with the City.
- 5.2 CLASSIFICATION SENIORITY** - Classification seniority is defined as the total time served in the classification or higher classification within the department.
- 5.3 DEPARTMENT SENIORITY** - Department Seniority begins upon fulltime hire in the Department.
- 5.4 TIES IN SENIORITY** - Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.
- 5.5 SENIORITY LIST** - The Department shall provide a seniority list to the OPOA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 6 - CALL-BACK PAY

- 6.1** In the event of a call-back or return to duty, an employee shall receive a minimum of two (2) hours, at the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for the time worked at the appropriate rate of pay, calculated to the nearest fifteen (15) minutes.
- 6.2** Time worked contiguous to a normally assigned shift shall be treated as normal overtime.

6.3 Should the call-back require an employee to work on a day they are not otherwise scheduled to work because of a normal day off or scheduled vacation, the minimum call-back for the purposes of 6.1 above shall be three (3) hours instead of two (2) hours.

ARTICLE 7 - STAND-BY POLICY

7.1 **STRICT STAND-BY** - An officer in this stand-by situation shall be directed to remain at a defined location and shall be fully ready to appear for duty in less than one (1) hour from time of direction to appear. Time spent in this stand-by situation shall be compensated at the appropriate rate of pay.

7.2 **GENERAL STAND-BY** - An officer in this stand-by situation may be required to appear for duty within not less than one (1) hour from the time of direction to appear. The officer shall be considered free to pursue personal activities, but shall keep the appropriate authority advised of their location. Time spent in this stand-by situation shall be compensated at a rate of 1 hour of straight time per one-half day. One (1) hour shall be the minimum compensation.

ARTICLE 8 - OUT OF CLASS PAY

8.1 An officer assigned to temporary duties of a higher job classification shall not receive the pay of the higher job classification.

8.2 At the time of assignment, the officer shall immediately receive 5% above base pay. This incentive shall not stack with OIC pay.

ARTICLE 9 - LONGEVITY PAY

In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the amounts shown below:

<u>YEARS</u>	<u>INCENTIVE</u>
20 years or more	\$300.00
15-19 years	\$150.00

The City Council shall decide on the timing and manner for the award presentation.

ARTICLE 10 - COURT CANCELLATION

10.1 **COURT CANCELLATION** - In the event of a cancelled court appearance after 7 pm the day before the officer is required to appear, the officer shall receive two (2) hours of pay at the regular rate of pay if it is the officer's regular workday or

three (3) hours at the regular rate of pay if it is the officer's regular scheduled day off. The earned hours will be assigned to an individual account of compensatory time off from duty, unless the officer has reached his/her 240 hour maximum for compensatory time off, in which case it will be paid at the officer's regular rate of pay.

ARTICLE 11- CANINE PAY

- 11.1 CANINE PAY** - All assigned canine officers shall be compensated for 15 minutes per day, at a rate of 1½ times their current rate of pay, for the time committed to home maintenance of their police canine, which includes, but is not limited to, grooming, walking, feeding, bonding, and other care necessary.

ARTICLE 12 - UNIFORM ALLOWANCE

- 12.1** Each employee covered by this Memorandum shall receive an initial clothing allowance of seven hundred twenty dollars (\$720) in their first paycheck, with the option of having it in a separate check.

On the next first pay period in December, and each first pay period in December thereafter, the employee shall receive an annual clothing allowance of \$720 paid on the first paycheck in December, with the option of having it in a separate check.

- 12.2** City agrees to pay the initial cost of any ordered uniform article change.

ARTICLE 13 - COMPENSATION AND RETIREMENT

- 13.1 SALARY** - The City agrees to compensate OPOA employees in accordance with the Classifications and Compensations as set forth in the attached Exhibit "A."

- 13.2 SALARY STEPS** - 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.

Beginning January 1, 2015, the members who have completed one (1) year at step G will be eligible for salary step H, which will be a 5% salary increase over step G.

13.3 SALARY INCREASES/DECREASES

- Effective August 28, 2017, all members shall receive a 7% salary decrease.

13.4 DETECTIVE INCENTIVE – Police officers assigned to the detective division shall receive a five percent (5%) differential above their base pay for all hours worked. The Department shall assign a minimum of two (2) Police Officers to the Detective Division for a three (3) year rotational period. Police Officers assigned to the Detective Division to work in a multi-agency task force shall receive the five (5%) differential, but will not be regarded as fulfilling the rotational positions.

Police Officers shall continue to receive five (5%) percent differential for the duration of their three (3) years rotation, unless they are reassigned to the Patrol Division due to staffing levels for a period of thirty (30) days or longer. Time when the police officer is not receiving the five (5%) percent differential will not count as part of their three (3) year rotation.

13.5 OFFICER-IN-CHARGE (OIC) - The City approves of two full-time permanent officer-in-charge (OIC) positions with a five percent (5%) specialty pay differential from the officer's current pay step at the time of appointment.

Officer-in-charge appointments will be made at the discretion of the Chief of Police after all interested members are identified. Selection shall occur after an oral interview with the Chief. After appointment to OIC, the member must complete the POST Supervisory Course within 12-months or, at the discretion of the Chief of Police, the next available training class. Removal of an officer-in-charge shall be at the sole discretion of the Chief of Police. Such action shall not be considered disciplinary and shall not give rise to appeal under the Memorandum of Understanding, City Ordinances, the Peace Officer's Procedural Bill of Rights Act, or any applicable state or federal law.

13.6 FIELD TRAINING OFFICER (FTO) - Any officer who is a qualified Field Training Officer (FTO), having completed the P.O.S.T. certified training for said position, and who fulfills such assignment; shall receive a five percent (5%) differential for all hours worked in that capacity.

13.7 BI-LINGUAL PAY - Employees proficient to a working level in a non-English language that is commonly encountered in the area shall receive \$200 per month. Languages currently eligible for bi-lingual pay are: Spanish, Hmong, Mien and Vietnamese, or any other languages as approved by the City Administrator.

13.8 SHIFT DIFFERENTIAL PAY - Employees working swing shift (between the hours of 1600 and 0200) shall receive an additional \$.58 per hour to their base pay for shift differential. Employees working the graveyard shift (between the hours of 2000 and 0600) shall receive an additional \$1.16 per hour to their base pay for shift differential pay.

13.9 SHIFT SCHEDULE AND ROTATION - At the discretion of the Chief of Police and with two weeks-notice to the police officers, a 4/10 or 3/12 schedule may be implemented to meet the needs of the department and City.

13.10 OVERTIME - Employees required to work in excess of forty (40) hours per week shall receive one and one half (1 ½) times their appropriate rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular bi-weekly payroll, provided however, that the employee may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty.

13.11 COMPENSATION TIME OFF (CTO) -

Members may accrue compensatory time in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

- a. No more than 240 hours of CTO may be carried on the books at any time.
- b. A member's decision to elect CTO instead of overtime pay is irrevocable.
- c. Upon separation, the member will be paid at the member's current hourly rate for the remaining CTO balance.
- d. CTO may be cashed out in March and December. In the case of an emergency, CTO may be cashed out at the discretion of the Chief of Police.
- e. Members have the option of receiving CTO cash out on a separate check.
- f. Requests made 21 days in advance shall be honored, unless, at the Chief of Police's discretion, staffing levels are such that honoring the request would pose an undue hardship on the department.

13.12 The department shall not change an employee's regularly assigned shift solely for the reason of avoiding payment of overtime. In the event that less than 48 consecutive hours advance notice is given by the department to the subject unit employee of such change, the first shift shall be compensated at the rate of time and one-half, as a one-time shift-change stipend. This section shall not apply to a voluntary shift trade between unit employees.

13.13 POST INCENTIVE PAY - All employees shall be eligible for POST incentive pay as follows:

- | | |
|-------------------------------------|--------------|
| • P.O.S.T. Intermediate Certificate | \$75.00/Mo. |
| • P.O.S.T. Advance Certificate | \$150.00/Mo. |

No employee may receive compensation for more than one certificate.

13.14 EDUCATIONAL INCENTIVE PAY - All employees shall be eligible for education incentive pay as follows:

- B.A. or B.S. degree \$250.00/Mo.
- A.A. or A.S. degree or 60 units \$125.00/Mo.

The employee must have taken undergraduate course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS or undergraduate certification.

13.15 P.E.R.S. CONTRIBUTIONS

OPOA Sworn members shall begin paying the following portions of their P.E.R.S. Member Contribution:

- a. Upon the effective date of the MOU, members will pay 4% of the 9% P.E.R.S. Contribution.
- b. On July 1, 2014, members will pay an additional 2.5% (6.5% of the 9%)
- c. On July 1, 2015 members will pay an additional 2.5% (Paying full 9%)
- d. Beginning August 28, 2017, all members (Classic and PEPR) will pay an additional 3% PERS contribution towards an employer contribution cost sharing agreement.

Payments shall be made pre-tax.

All OPOA Sworn members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations.

Effective January 1, 2013 and upon hire, all new OPOA Sworn members shall receive the 2.7%@57 formula and shall pay 50% of the normal benefit formula and contribution rate. "New members" shall be defined as individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

All members that do not fit into the definition of new members will be considered "Classic Members" of CalPERS.

The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

Effective January 1, 2013 or after, new OPOA Sworn members will have their retirement benefit calculations based off their three (3) highest years.

13.16 DEFERRED COMPENSATION - The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan.

13.17 Each subsection of this article shall be cumulative and not compounded.

13.18 PUBLIC EMPLOYEE PENSION REFORM ACT - It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.

ARTICLE 14 - HEALTH BENEFITS

14.1 The City agrees to continue to provide insurance benefits for employees and their dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability Insurance.

Beginning January 1, 2015, employees who elect to receive benefits for EE+1 or EE+family will receive an additional \$75 towards their health insurance contributions.

14.2 HEALTH INSURANCE REVIEW COMMITTEE - The purpose of the Committee is on-going review of health, dental, vision plans, and the making of recommendations to the City Council, City Administrator and the respective member group regarding benefit level, services, cost, and alternative plans. Committee members shall establish guidelines for conducting meetings and their frequency. Employees shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call back pay for service on the Committee. Up to two members from each Association may attend the meetings. The Committee shall have access to information as necessary to carry out its purpose.

14.3 APPROVAL OF FUTURE PLAN CHANGES – Both the City and the OPOA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City employee groups agree that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority of the employees of the City who are covered by the plan who vote on such changes.

The Health Insurance Review Committee established in Section 14.2 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the employees. The proposed changes reviewed by the Committee may be initiated by the Committee, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered employees. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, should the Committee decline to recommend a City proposal for submittal to a vote of the covered

employees, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered employees, in which case the results of the election shall be final.

If the City agrees to enter into the CalPERS Health Plan and later decides to exit the CalPERS Health Plan, OPOA members may stay with CalPERS Health Plan as long as the City's new rate plan is not effected by more than five (5%) percent because of the reduced membership in the new insurance plan.

- 14.4 RETIREE MEDICAL** - The City agrees that a retired employee (or spouse of a deceased retired employee), at their own expense, may purchase health insurance benefits at the current premium rates offered by the City for regular employees.
- 14.5 INTERNAL REVENUE CODE SECTION 125 COLLABORATION**
The City and the OPOA agree to collaborate in the planning and implementation of a program qualified under Section 125 of the Internal Revenue Code.
- 14.6 RETIREE MEDICAL SICK LEAVE CONVERSION** - An employee who regularly retires from City service may convert up to 100% of their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement.
- 14.7 PERS SICK LEAVE CONVERSION** – The City agrees to allow Sick Leave Conversion for PERS Retirement Credit.
- 14.8 MEDICAL APPOINTMENTS** - An employee shall not be required to use any Sick Leave for medical, dental or vision appointments but may use accumulated Vacation time or compensating time off in lieu thereof.

ARTICLE 15- ASSIGNED VEHICLES

- 15.1** The City shall assign each employee covered by this agreement a City owned vehicle, as referenced in the Oroville Police Department Vehicle Use Policy #706.
- 15.2** Employees shall be allowed to take their assigned vehicle home provided they meet the following criteria:
 - (a) Employee lives within the "sphere of influence," as depicted on the map attached as Exhibit D.
 - (b) Off-street parking shall be available at the officer's residence.
 - (c) Vehicles shall be locked when not attended.
 - (d) Shotguns/long guns shall remain locked in the vehicle secured in their

respective lock devices, placed in the trunk, or properly secured in the residence when the vehicle is not attended.

Beginning December 31, 2013, employees who reside outside of the "sphere of influence," cannot take home their Assigned Vehicle and will be provided stipends of \$200 per month to offset the cost of the use of their personal vehicles to travel to and from their residences. As of January 1, 2014, any new employees, or current employees who move their residence outside of the "sphere of influence," will not be eligible for the stipend.

The Chief of Police, at his/her discretion, may allow or require members who live outside of the "sphere of influence" to take home Assigned Vehicles based on the nature of their assignments. Employees who are assigned Assigned Vehicles do not have the option of refusing the Assigned Vehicles and maintaining the stipend. If and when the specialty assignment ends, employees who live outside of the "sphere of influence" will resume their stipend, as long as they have not move inside of the "sphere of influence."

ARTICLE 16- SAFETY EQUIPMENT

16.1 SAFETY EQUIPMENT - The following items will be purchased by the City and will remain the property of the same:

1. One Triple retention duty weapon Holster and duty weapon
2. One Sam Brown duty belt
3. One double stack magazine holder
4. Two ammunition magazines
5. One key holder
6. One pepper spray pouch
7. One canister of pepper spray
8. One baton retention ring
9. One PR-24 baton
10. One radio holder
11. One Police Radio
12. One Taser and Taser holder
13. Two sets of handcuffs and handcuff case
14. One Flashlight and flash light holder
15. Five keepers
16. One reflective vest
17. One bullet resistant vest
18. One set of rain gear (coat and pants)
19. One shot gun
20. One riffle
21. One digital recorder
22. One digital camera
23. One finger print kit

The City will provide the normal equipment maintenance. Upon termination of employment, the items above will be returned to the City.

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

ARTICLE 17 - VACATION POLICY

- 17.1 Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

- 1 to 4 years 80 hours
- 5 to 11 years 120 hours
- 8 hours for each additional year to a maximum of 160 hours.

- 17.2 **VACATION CARRYOVER** - The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to the accrual ceiling may petition the Chief of Police and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Chief of Police has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

- 17.3 An employee who is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

- 17.4 Vacation policy sign-up will be conducted in accordance with overall seniority with the Police Department. Sign-ups will be for five-day increments with employees being allowed to sign-up for as many increments as they choose prior to passing the list. Once a list is passed on, it shall circulate in accordance with seniority without any alteration of rotation or any right for senior employees to "bump" less senior employee's choices of vacation.

ARTICLE 18 - HOLIDAYS

18.1 The following holidays shall be observed by the City:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, 3rd Monday in January
- (3) Lincoln's Birthday, February 12
- (4) President's Day, 3rd Monday in February
- (5) Memorial Day, last Monday in May
- (6) 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) Christmas Eve Day, December 24
- (12) Christmas Day, December 25
- (13) Floating Holiday, Refer to Article 17.5

18.2 Employees shall be compensated for each holiday on a shift basis (10 hours for a 10-hour shift; eight (8) hours for an 8-hour shift) of straight time compensation.

18.3 In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one half times the straight time rate of pay irrespective of when holidays may be observed by the employee.

18.4 The employee may choose to bank holiday hours in a "Holiday Pay" bank. All holiday hours will be cashed out by the first paycheck in December of each year as prescribed by the Public Employee Retirement System, with the option of having a separate check or include it in payroll.

18.5 The City agrees to provide the employees one floating holiday that must be used by the end of the calendar year. If the requested time off would require that another person be called back, held over, or the vacancy filled through overtime, the leave will not be granted. The Chief of Police and the City Administrator may grant an extension.

ARTICLE 19- SICK LEAVE

19.1 Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or of an employee of the immediate family, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify their supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.

19.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of eight (8) hours for each month of service beginning the first calendar month following regular probationary employment.

- 19.3 An employee returning to duty after an absence of more than three (3) consecutive days without loss of salary resulting from sickness or injury shall provide the immediate supervisor for filing in the employee's personnel file, a doctor's certificate or personal affidavit verifying the employee was ill or injured.
- 19.4 Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.
- 19.5 Sick leave shall not be earned during a leave of absence without pay in excess of thirty (30) days.
- 19.6 Employees shall accumulate unused sick leave without limitation.
- 19.7 The City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January-June, July-December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established.

ARTICLE 20 - BEREAVEMENT LEAVE

- 20.1 **BEREVEMENT LEAVE** - Employees who have completed six (6) months 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 Chief of Police of the time of absence expected and the date of return to City service.

For the purpose of this article, an immediate family member is defined as spouse, domestic partner, natural, step or legal child, or parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, or father-in-law.

ARTICLE 21 - MATERNITY LEAVE

- 21.1 **MATERNITY LEAVE** - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6.

ARTICLE 22 - MILITARY LEAVE

- 22.1 **MILITARY LEAVE** - Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Administrator as much notice as possible prior to taking leave.

ARTICLE 23 - APPROVED LEAVE OF ABSENCE WITHOUT PAY

- 23.1 UNPAID LEAVE** - Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Chief of Police may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approval by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee, on leave, to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

- A. Shall not accrue seniority.
- B. Shall not receive contributions towards any benefits.
- C. May continue medical benefits and/or life and long-term disability plans; said employee shall be responsible for 100% of the premium costs.

ARTICLE 24 - JURY DUTY

- 24.1 JURY DUTY** - Every employee who is called or required to serve, as a juror, upon notification and appropriate verification submitted to their supervisor, shall be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a jury.

ARTICLE 25 - BULLETIN BOARD

- 25.1 BULLETIN BOARD** - A bulletin board shall be provided to the OPOA for use of association business. This does not include an electronic bulletin board.

ARTICLE 26 - PAYROLL DEDUCTIONS

- 26.1 PAYROLL DEDUCTIONS** - The City shall deduct an authorized amount from each employee's paycheck to be remitted monthly to OPOA. The OPOA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

ARTICLE 27 - RANDOM DRUG AND ALCOHOL TESTING

- 27.1 RANDOM TESTING** - OPOA members agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this Memorandum only.

Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OPOA without written mutual agreement of the parties.

ARTICLE 28 - LIGHT DUTY

- 28.1 LIGHT DUTY** - Members unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and the member's physician have determined as an acceptable assignment, and shall not impede the member's recovery. The member shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled member. Member will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 29 - LAYOFF PROCEDURE

- 29.1 LAYOFF PROCEDURE** - If the City finds it necessary to impose layoffs then the order of those layoffs shall be determined by Classification Seniority as defined in Section 5.2.
- 29.2 BUMPING RIGHTS** - An employee who is laid off from a higher class may assume a previously held position based on Overall Seniority as defined in Section 5.1.
- 29.3 ORDER OF LAYOFFS** - Prior to laying off a full time employee all part-time or extra help employees shall be laid off.

ARTICLE 30 - DISCIPLINE PROCEDURE

- 30.1** City Policy, Public Safety Officer Procedural Bill of Rights and Department Policies: It is the policy of the Department that discipline of Departmental employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct in the judgment of the Department Head, disciplinary action will be initiated.

When job performance is unsatisfactory in the judgment of the Department Head, disciplinary action may be initiated.

Department Head in the case of the Oroville Police Department shall be the Chief of Police.

- 30.2** Definition: As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

30.3 Persons Authorized to Initiate Disciplinary Action: Discipline may be initiated by those authorized in the City Personnel Rules

30.4 Cause for Disciplinary Action: Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

- A. Misstatement of facts during the hiring process;
- B. Falsification of any entry on a City document (e.g., time card, expense report)
- C. Disclosure of confidential information;
- D. Insubordination or willful disobedience;
- E. Incompetence, inefficiency, or unsatisfactory job performance;
- F. Discriminatory, discourteous or unbecoming behavior;
- G. Theft, misuse, or unauthorized use or possession of City property;
- H. Dishonesty;
- I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
- J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
- K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
- L. Excessive absence or tardiness;
- M. Absence without approved leave;
- N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
- O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
- P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

30.5 PRELIMINARY NOTICE OF DISCIPLINARY ACTION:

- A. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the last address that is within the employee's official personnel file. If notice is provided by mail, the employee shall be deemed to have received notice ten (10) workdays after the date of the mailing.
- B. The Preliminary Notice shall include:
 - a. A statement of the nature of the disciplinary action;

- b. The effective date of the disciplinary action;
- c. A statement of the reasons for the disciplinary action citing the item(s) under Article Twenty-Nine, or the Personnel Rules which have been violated;
- d. Any supporting material;
- e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and,
- f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

30.6 SKELLY MEETING:

- A. An employee who is subject to disciplinary action shall have the right, within five (5) work days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Personnel Director.
- B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.
- C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.
- D. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

30.7 APPLICATION OF APPEAL PROCEDURE:

- A. Permanent Status: This article shall only apply to employees with permanent status with the City.
- B. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.
- C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment.
- D. Temporary Upgrade (Additional Assignments): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.
- E. A written reprimand shall be appealable only to the City Administrator or his/her designee with the right to present the employee's position and

supporting evidence, but no right to confront or cross-examine witnesses. The decision of the City Administrator or designee shall be final.

- F. Upon the request of an employee with the discretion of the Department Head, Chief of Police, or Fire Chief, a written reprimand, a counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code _3300-3311 and applicable City Ordinances and Departmental Policies..

30.8 APPEAL OF DISCIPLINARY ACTION:

- A. Within ten (10) work days after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
- B. Appeals of disciplinary actions to arbitration shall be pursuant to Article Thirty (Grievance Procedure) of this Memorandum of Understanding.
- a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.
- b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.
- c. 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. Arbitration is the exercise of due process regarding an employee's property interest in his or her profession.
- C. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal, or any other forum on any legal theory or basis shall be possible.

ARTICLE 31 - GRIEVANCE AND ARBITRATION PROCEDURE

31.1 PURPOSE - This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

- To resolve grievances informally at the lowest possible level.
- To provide an orderly procedure for reviewing and resolving grievances promptly.

31.2 DEFINITIONS -

31.2.1 A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

31.2.2 As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.

31.2.3 As used in this procedure the term "party" means an employee, the Association or the City.

31.2.4 As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OPOA.

31.2.5 As used herein, workday shall represent any day that City Hall is open for business.

31.3 TIME LIMITS - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

31.4 PRESENTATION - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

31.5 EMPLOYEE RIGHTS - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

31.6 APPLICATION - Grievances shall be brought through this Article.

31.7 INFORMAL DISCUSSION - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the President of the Association. Within five (5) workdays, the immediate supervisor shall give a decision or response.

31.8 FORMAL GRIEVANCE – STEP 1 -

31.8.1 If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

31.8.1.1 Ten (10) workdays after the event or circumstances occasioning the grievance; or

31.8.1.2 Ten (10) workdays of the decision rendered in the informal grievance procedure.

31.8.2 A formal grievance shall be initiated in writing and shall be filed with the persons designated by the Department Head as the first level of appeal. The grievant may be represented by the Association representative.

31.8.3 Within ten (10) workdays after the initiation of the formal grievance, the designee of the Department Head at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

31.9 FORMAL GRIEVANCE – STEP 2

31.9.1 If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) workdays to the Chief of Police or designee. The grievant may be represented by the Association or designee. If the Chief of Police or designee is the first level of appeal, the grievant may bypass Step 2.

31.9.2 Within ten (10) workdays after the initiation of the Step 2, the Chief of Police or designee at the first level of appeal shall investigate the grievance and give a decision in writing to the grievant.

31.10 FORMAL GRIEVANCE – STEP 3

31.10.1 If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays to the City Administrator. The Association or designee may represent the grievant.

31.10.2 The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) workdays of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.

31.11 ARBITRATION – STEP 4 - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) workdays of receipt of the Step 3 decision.

31.12 RESPONSE - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

31.13 COPY OF DECISION - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

31.14 ASSIGNMENT OF AN ARBITRATOR - An arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.

31.15 DECISION - The decision of the arbitrator shall be final and binding. The

arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute discretion in any case where the City is given or retains such discretion except as specifically provided in this Agreement. The arbitrator shall limit decision to the application and interpretation of the provisions of this Agreement.

31.16 COSTS - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OPOA shall not be charged any witness fees for City employees.

31.17 WITNESSES - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 32 - POLICE OFFICER CODE OF ETHICS

32.1 OPOA members shall abide by the Police Officer Code of Ethics attached hereto as Exhibit "B."

ARTICLE 33 - PEACEFUL PERFORMANCE

33.1 The City and the OPOA recognize and acknowledge that the services performed by the employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. The OPOA agrees that under no circumstances during the term of this agreement will the OPOA recommend, encourage, cause or permit its employees to initiate, recognize, participate in, nor will any employee of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any employee of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said stoppage has ceased.

ARTICLE 34 - SAVINGS CLAUSE

34.1 Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 35 - ZIPPER CLAUSE

- 35.1** This Memorandum constitutes the whole agreement between the City of Oroville and the OPOA. There exists no other agreements or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OPOA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OPOA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 36 - TERM

- 36.1** Memorandum of Understanding shall be effective **July 1, 2017** and shall remain in effect through **June 30, 2018**, and shall continue thereafter unless either party gives written notice requesting negotiation of a new Memorandum of Understanding.

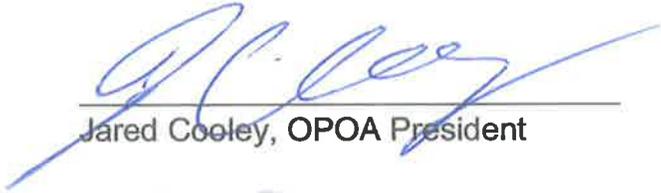
The MOU is subject to being reopened if the PERS Employer's Cost rise above 29%. If the MOU is reopened, parties will agree on a neutral third party to do a financial analysis regarding the City's finances. The City will pay the first \$10,000 of costs for the analysis, and the remainder will be shared by the City and Employees.

ARTICLE 37 - TOTAL COMPENSATION SURVEY

- 37.1** If by January 1, 2016, the City's general fund revenue have increased by 10% or more, the City will undertake a total compensation survey, looking at comparable jurisdictions, and, if the City finds that employee compensation is over 5% lower than the comparable jurisdictions, the City will begin discussions to create a corrective plan to correct the discrepancy. General fund revenue will be defined as Core Revenues, which included property tax, sales and use tax, transient occupancy tax, utility user tax, franchise tax, and motor vehicle in lieu.

This memorandum recommended to the City Council of the City of Oroville on August 15, 2017.

OROVILLE POLICE OFFICER'S ASSOCIATION



Jared Cooley, OPOA President



Bob Jarvis, Mastagni

CITY OF OROVILLE



Donald Rust, Acting City Administrator

Approved as to form:



Scott E. Huber, City Attorney

Executed by:



Linda L. Dahlmeier, Mayor