

MEMORANDUM
of
UNDERSTANDING

between the

CITY *of* ORLAND

and the

UNITED PUBLIC EMPLOYEES *of* CALIFORNIA
LOCAL 792

ORLAND General Unit

July 1, 2025 *through* June 30, 2026
incorporating all previous agreements

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ARTICLE 1: GENERAL PROVISIONS

1.01 UNION RECOGNITION:

The City recognizes the United Public Employees of California, Local 792 Union hereinafter referred to as the Union as the recognized bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions of all employees in the classifications of "Attachment A" attached herein. This Union, in turn, recognizes the City Manager as the Collective Bargaining representative for the City and shall meet and confer exclusively with said officer or designee, except as specifically described otherwise in this memorandum. Both parties recognize their obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the residents of the City. Whenever the City hires a person to a covered position, the City shall notify such person that the Union is the recognized bargaining representative for miscellaneous employees. Both City and Union agree to keep duplicate originals for this agreement on file in a readily accessible location, including online, available for inspection by any City employee, or member of the public, upon request.

1.02 UNION MEMBERSHIP:

A. General:

All regular employees occupying positions in classifications listed in Attachment A, who are members of the Union shall be required to pay Union Dues. Employees are not required to join the Union or pay dues as a condition of employment.

B. Association Responsibilities:

The Association agrees that it has a duty to provide representation to all regular employees occupying positions in the classifications listed in Appendix A pursuant to the Association's status as a Recognized Employee Organization. The Association has discretion in the manner it provides such representation including the right to deny service or charge non-members for individual representation services to the extent allowed by law.

C. Withdrawal from the Association:

Members shall be able to withdraw their membership by notifying the Association in writing on a form and in a manner prescribed by the Association of their desire to withdraw from membership during the period of December 11 through 31 of any year.

1.03 EMPLOYEE RIGHTS:

A. General:

Employees of the City shall have the right to form, join, and participate in the activities of recognized employee organizations of their own choosing for the purpose of representation on all matters of employee relations as provided by law. Employees of the City shall also have the right to refuse to join, or participate in, the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against in connection with these rights.

Union Activities:

Neither the City nor the Union shall interfere with, intimidate, coerce or discriminate against City employees because of their exercising their right to form, join and participate in the activities of the Union, or exercising their right to refuse to join or participate in the activities of the Union.

Personnel Files:

The City Manager shall maintain the official employee personnel records.

1. The confidentiality of the Personnel Record shall be maintained at all times. Only information regarding official status (i.e.; employee's, name, class title, current salary range, length of appointment, and date of hire) will be released.
2. Information of a personal nature will not be released, unless the employee authorizes in writing, with an original written signature (photocopies of the original signature will not be accepted).
3. The employee will be provided a copy of any document containing derogatory information prior to it being placed in the personnel file. An employee may respond in writing to any derogatory information. The employee's response shall be attached to the copy of the derogatory information that has been placed in the employee's personnel file.

B. Employee Evaluation:

1. No employee evaluation shall be placed in the employee's personnel file without an opportunity for a discussion of the evaluation between the employee and the evaluator. Any negative evaluation shall provide specific recommendations for improvement in the employee's performance. The employee shall also be made aware of the resources available to aid the employee in improving his/her performance.
2. Probationary employees shall receive a formal written evaluation at the end of the sixth month and the end of the twelfth month of employment.
3. Corrective Action evaluations may be prepared at any time the evaluator deems necessary.

C. Notification of Examination Results:

Notification of results will be consistent with the provisions outlined in Attachment B of this contract, City of Orland Personnel Rules & Regulations Manual.

1.04 RULES AND REGULATIONS:

The Union agrees that its members shall comply with all departmental or City rules and regulations, including those relating to conduct and work performance. The City agrees that departmental or City rules and regulations, which affect the terms and conditions of employment, shall be the proper subject for meet and confer prior to their adoption. If departmental or City rules and regulations including City of Orland Personnel Rules conflict with specific provisions of this Agreement, this Agreement shall prevail (except for the Employer-Employee Relations Policy which shall prevail).

The City of Orland Personnel Rules and Regulations Manual dated December 2018 are incorporated in this agreement as Attachment B.

Should the City of Orland choose to modify the current Personnel Rules incorporated herein as Attachment B, the City will meet and confer with the representative(s) of the City General bargaining unit and the representative(s) of UPEC Union Local 792 prior to any implementation.

1.05 FAIR EMPLOYMENT PRACTICES:

The City and the Union agree that no person employed or applying for employment with the City shall be unlawfully discriminated against by either party because of race, color, religion, mental or physical disability (including AIDS), medical condition (cancer related), national origin, ancestry, marital status, sex, sexual orientation, age (over 40), veteran's status, or any other non-merit factor except where such factors are determined to be bona fide occupational qualifications after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support efforts which are intended to achieve equal employment opportunity as provided for in Federal and State requirements.

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all regular employees occupying positions in the classifications listed in Attachment A regardless of their membership in the Union.

1.06 PREVAILING RIGHTS:

The provisions of this Memorandum of Understanding together with all those rules (see Article 1.04) that existed prior to this Agreement which are within the meet and confer requirements shall constitute the wages, hours and terms and conditions of employment for employees in classifications subject to this Memorandum.

1.07 DEFINITIONS:

“Day or Days” shall mean a **working** day or days, unless specifically defined as otherwise in the individual Articles of this Memorandum.

“Emergency” means any unforeseen circumstance requiring immediate action: any sudden, unexpected happening, an unforeseen occurrence or condition.

“Employee” means a person in a Permanent Full-Time or a Permanent Part-Time position in a classification for which the Union is the exclusive bargaining representative.

“Extra Help Employee” shall mean a person employed in a position that is generally not occupied on a year around basis to cover seasonal peak workloads, emergency workloads of limited duration, necessary vacation and sick leave relief, and other situations involving a fluctuating staff.

“Limited Term Employee” shall mean a person employed in a position that is a program specific position that is funded predominantly by other than the general fund. The allocation for such position shall automatically end when either the program ends or the funds supporting the position are no longer available.

“Permanent Full-Time Employee” shall mean a person employed in a position established on a permanent year round basis requiring work on a regular schedule of **thirty-five (35)** hours or more per work week and eligible for full benefits.

“Permanent Part-Time Employee” shall mean a person employed in a position established not to exceed 960 hours per fiscal year and not eligible for benefits except in-grade increases on a calendar year basis. Annual vacation at a rate equivalent to full-time employees, but prorated based on the number of hours worked.

ARTICLE 2: CITY RIGHTS

2.01 Nothing in this Memorandum shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy. This includes among others; the exclusive right to:

- To determine the methods, means, and personnel by which City Government operations are to be conducted.
- Exercise complete control and discretion over its organization, operations and technology of performing its work.
- Determine the mission, function and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof.
- Set standards of service to the public.

The City also retains the sole right to administer the City Personnel Policy and Codes, to classify or reclassify positions, add or delete positions or classes to or from the City Budget or Salary Resolution, establish standards for employment and promotion of employees, evaluate employees, to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons; subject to any and all laws or regulations pertaining thereto.

ARTICLE 3: UNION RIGHTS

3.01 PAYROLL DEDUCTION:

The City agrees, upon written consent of the employees involved, to deduct membership dues or service fees, as established by the Union, from the salaries of the employees the Union-represents. The City shall remit the sum withheld immediately to the Union along with a list of employees who have had such amounts deducted. The Union agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the City Payroll Clerk, not later than the Friday prior to the relevant pay day.

Voluntary payroll deductions from employees' salaries shall be for Union sponsored programs provided that the employee has given the Union and the City Payroll Clerk written authorization for such deduction. The City may assess a reasonable charge for providing such service. The employee may cancel this authorization at any time by providing written notification of such cancellation to the City Payroll Clerk and to the Union. The Union shall indemnify, defend and hold the City harmless against all claims, demands, expenses (including attorney's fees), judgments, or other liability because of dues or fees collected by the City and paid over to the Union. The Union agrees to refund to the City any amounts paid to it in error upon presentation of proper evidence thereof.

3.02 UNION ACCESS:

The City agrees to grant no more than one (1) paid staff of the Union at a time, the right to contact City employees during breaks or lunch periods.

3.03 UNION REPRESENTATIVES:

A. Negotiators:

The Union shall be allowed to designate up to two (2) employees within the unit to serve as negotiators with the City. The Union shall provide the City Manager with the name, classification, and the assigned department of each of the negotiators. The Union agrees that a Department is only required to release one (1) employee to serve

as a negotiator. Should any changes or alternates be appointed after the original list is established, the Union shall advise the City Manager and Department Head. Employees designated as unit negotiators shall be granted release time with pay from scheduled duties to meet with the City's Chief Negotiator.

B. Shop Stewards:

The Union shall have the right to establish shop stewards consistent with the provisions outlined in the Laborer's International Union of North America (LIUNA) Constitution, page 86, Article 4E(3).

1. The Union agrees to notify the City Manager of the names, classifications, and departments of their designated stewards, which shall not exceed two (2) in number, including one (1) Chief Steward. The Union shall notify the City Manager of any changes to the original list.
2. A reasonable amount of time will be granted the employees and the steward to handle initial grievances and appeal procedures. After notifying his/her immediate supervisor, a shop steward shall be permitted to leave his/her work area during working hours to assist in the investigations, initial preparation, and presentation of grievances. The steward shall advise the Supervisor of the grievant of his/her presence and shall be permitted to discuss the problem with any and all employees immediately concerned, and if appropriate, attempt to achieve a settlement in accordance with the grievance procedure.
3. The City shall allow one (1) steward, one (1) hour of paid release time each month to participate in Union Steward training or meetings. This time does not accrue for the Union or the employee steward.

C. Safety Meetings:

The City will conduct safety meetings and/or trainings at least monthly.

3.04 BULLETIN BOARDS:

The Union will provide no more than two bulletin boards to be located one each at the City Library and at the City of Orland Public Works Corporation Yard upon which the Union may post notices of meetings, elections, appointments, results of election(s) recreation and social affairs, classes, seminars and other matters pertaining to the employee and Union affairs. Materials relating to local, state or national political elections shall not be posted. Materials that are derogatory to any City employee shall not be placed on bulletin boards.

3.05 DISTRIBUTION OF UNION MATERIALS:

- A. The Union shall have the right to distribute materials to its members through normal City channels.
- B. No material shall be distributed which is derogatory toward any City officer or employee.
- C. The City Manager shall have final authority to revoke this right if any provision of this Memorandum of Understanding is violated by the Union.

3.06 USE OF CITY FACILITIES:

City facilities shall be made available upon timely request for use by employees and the Union to meet to discuss issues within the scope of representation. Use of such facilities shall be on the employee's own time unless otherwise approved by the City Manager.

ARTICLE 4: PAY PROVISIONS

4.01 COMPENSATION:

All Permanent Full-Time and Permanent Part-Time employees covered by this agreement shall be paid in accordance with the attached schedule titled "ATTACHMENT A".

4.02 SALARY ADJUSTMENT:

- A. General salary increase:

2% pay increase, all unit classifications, effective July 1, 2025.

- B. Salary reopener, January 2026.

City to present general fund revenue actually received from July 1, 2025 through December 31, 2025, compared with projection over that same period, and bargain using that financial data.

4.03 PAY PERIODS:

Employees in this unit shall be paid bi-weekly in accordance with the pay schedule as established by the City.

4.04 STANDBY PAY – ON CALL PAY:

A. Schedule

City Public Works employees will be assigned on call on a mandatory, rotation basis. The designated on call employee may obtain a substitute or trade their assigned rotation, subject to department head approval. The on call shift will consist of 7 consecutive calendar days commencing at the end of the regularly scheduled work shift on Wednesday afternoon and ending at the beginning of the regularly scheduled work shift on the following Wednesday morning.

B. Compensation

The City will compensate the employee assigned to on call at a rate of \$169.70 / week. The designated on call employee shall report for service within 30 to 60 minutes of being contacted.

On-call compensation will adjust by the same percentage set forth in section 4.02(A).

C. Vehicle Provided

The City shall provide a City truck for employee(s) who are in standby status.

4.05 CALL BACK PAY:

A. On Recognized Holidays (13):

When employees who are on standby are called back to work, or an employee is required to return to work because of a departmental request made after they have completed their normal work shift and left the premises, they shall be credited for a minimum of four (4) hours' time or actual time worked; whichever is greater.

B. On Regularly Scheduled Workdays:

When employees who are on standby are called back to work, or an employee is required to return to work because of a departmental request made after they completed their normal work shift and left the premises, they shall be credited for a minimum of two (2) hours' time or actual time worked, whichever is greater.

4.06 SPECIAL PAY ADJUSTMENTS

- A. The City reserves the right to increase salaries and/or benefits over and above the existing terms and conditions of this agreement for any job classification for the purpose of recruitment and retention of personnel.

B. Stipend for State Certifications

The City shall recognize employees who possess State required certifications in such classifications as Certified Pool Operator, Water Treatment and Grade 1 Water Distribution, Grade 2 Water Distribution, Waste Water Treatment, and certifications of benefit to the City, with a 4.5% salary increase as to each certification, with a maximum stipend of 18.0%. Requests for stipends are to be presented to the City Manager for evaluation prior to commencing coursework/training.

C. Stipend for Bi-Lingual Employees

Employees whom the City recognizes as meeting the qualifications for Bi-Lingual Skills shall receive a 2.5% salary increase.

D. Stipend for College Degree

One 2.5% stipend will be granted to employees who hold a position-related college degree (i.e., AA/AS; BA/BS; MA/MS) that is above the requirements for the employee's position.

4.07 LONGEVITY PAY:

Regular Full-Time and Part-Time employees shall receive an increase of two and one half percent (2.5%) above their current salary rate for the particular class of position to which they are appointed upon completion of ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) full consecutive years of employment.

4.08 DIRECT DEPOSIT:

The City agrees to implement direct deposit of employee pay checks during the term of this M.O.U.

ARTICLE 5: PAID LEAVE AND CATASTROPHIC (SICK) LEAVE

5.01 SICK LEAVE:

The sick leave maximum accrual is fifteen (1500) hours per employee effective the date of ratification of this agreement.

5.02 BEREAVEMENT LEAVE:

Bereavement leave with pay because of death in the employee's immediate family shall be granted not to exceed five (5) days for each instance. However, a department head may authorize more than five days leave based on extenuating circumstances, but all such

leave in excess of five (5) days shall be charged to the employee's regular accumulated sick leave. Immediate family shall mean spouse, child, stepchild, stepparent, parent, grandparent, parent-in-law, brother-in-law, sister-in-law, brother or sister, grandchild or anyone permanently living in the household.

5.03 HOLIDAYS:

A. The following holidays are recognized by the City:

<u>Holiday</u>	<u>Observed</u>
1) New Year's Day	January 1
2) Martin Luther King Jr. Day	Third Monday in January
3) President's Day	Third Monday in February
4) Cesar Chavez Day	Mar 31
5) Memorial Day	Last Monday in May
6) Independence Day	July 4
7) Labor Day	First Monday in September
8) Veterans' Day	November 11
9) Thanksgiving Day	That Designated Thursday in November
10) Thanksgiving Friday	The Day After Thanksgiving
11) Christmas Eve	December 24
12) Christmas	December 25
13) New Year's Eve	December 31

B. Floating Holiday

Every full-time employee covered by this agreement is granted three (3) floating holidays each fiscal year that must be used during said fiscal year (not cashed out) or they will be forfeited.

D. Weekend Holiday

When a holiday falls on a weekend (Saturday or Sunday), the City will recognize the preceding (Friday) or following (Monday) as a holiday.

5.04 COMPENSATORY TIME:

Employees may accrue compensatory time in lieu of pay up to one hundred (100) hours. Employees shall have the option of CTO or pay.

5.05 VACATION LEAVE ACCRUAL – LONGEVITY:

Vacation leave will accrue as follows, upon completion of specified years of service:

10 years of service = 4 weeks vacation
15 years of service = 4.5 weeks vacation

20 years of service = 5 weeks vacation

Accrual is strictly limited to 240 hours as consistent with the revised Personnel Rules and Regulations Manual. This 240 hours is a cap and employees shall not accrue vacation in excess of this cap. The Department Head shall have the authority to approve accrual in excess of the 240 hour cap, not to exceed 280 hours.

5.06 CATASTROPHIC (SICK) LEAVE:

- A. Unit members who have exhausted all sick leave and other time off may use Catastrophic Leave under the following provisions:
 - 1. Catastrophic leave shall begin no sooner than the eleventh (11th) work day of absence, and only after all other personal accumulated sick leave and other paid time off has been exhausted.
 - 2. Maximum leave is not to exceed six (6) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.
- B. To request Catastrophic Leave, the unit member or his/her designee, shall submit a request to the City Manager stating the facts which support a need for such leave.
 - 1. To qualify for such leave, the employee will have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employees' family which incapacity requires the employee to take time off from work for an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
 - 2. A "member of the employee's family" for Catastrophic (sick) Leave donation purposes shall be limited to spouse, life partner, children, mother, father or an individual over which the employee has legal guardianship.
- C. As soon as practicable, the City Manager will determine if the request for Catastrophic Leave meets the parameters for approval. The City Manager will notify the employee or his/her designee of that determination.
 - 1. If the request is approved the City shall solicit unit members, on the approved form, for donations authorizing donation of sick leave hours for use pursuant to this section.

2. The completed authorization forms shall be submitted to Human Resources.
 3. Donated sick leave hours will be deposited in a separate sick leave pool for each request and deducted from the donating employee's accumulated sick leave.
 4. The maximum donation an employee may contribute per year pursuant to this section is eighty (80) hours.
 5. In the event the hours are not used, those hours will be returned to the donating employees and credited to their accrued sick leave.
- D. In the event an employee exhausts his/her donated Catastrophic Leave from the pool, the employee or his/her designee may request additional Catastrophic Leave from pursuant to this section. However, in no event shall the employee be eligible to use more than six (6) consecutive calendar months of donated Catastrophic Leave.
- E. Employees using Catastrophic Leave pursuant to this section shall not accrue any other leave credits provided for in this agreement while using Catastrophic Leave.

ARTICLE 6: HEALTH AND OTHER BENEFIT PLANS

6.01 HEALTH / LIFE INSURANCE:

A. Medical:

The City will provide the Silver plan through Golden State Risk Management Association effective January 1, 2017. The City will also provide GAP insurance coverage in combination with the Silver plan. The City agrees to pay 100% of the premium costs of these plans for eligible employees and their dependents.

The City will fund a city-administered Health Reimbursement Account for out-of-pocket out-patient medical procedure expenses available to those enrolled in the Silver + GAP insurance plan.

The City will provide access to the PPO Platinum Plan through Golden State Risk Management Association. Employees choosing this plan will pay any costs in excess of the combined premium cost of the Silver plan with GAP coverage for that employee and dependents.

For those employees who otherwise have medical insurance and opt-out of city medical insurance, the city will provide \$765 per month which may be applied to a 457 Deferred Compensation Plan or added to salary compensation.

B. Dental:

The City will provide dental insurance for all employees through Golden State RMA at 100% premium coverage.

C. Vision:

The City will provide vision insurance for all employees through Golden State RMA at 100% premium coverage.

D. Life Insurance:

The City agrees to maintain a Group-Term Life Insurance policy with a value of \$ 50,000 for employees in this unit.

E. Employee Assistance Plan:

The City will provide an Employee Assistance Plan (EAP) through Golden State RMA.

F. Optional Additional Insurance:

Employee may elect to enroll in additional ancillary health and life insurance through a City contracted provider.

Employees shall be responsible for the payment of any monthly premium amounts in excess of the City contribution. These payments will be made in two equal installments on the first and the second pay period of each month.

The employees' premium payment shall be made by payroll deduction.

Employee premium payment may be made through an IRS Code, Section 125 arrangement.

G. Sharing of Health Insurance Coverage Increases or Decreases:

The City and the employees shall share any cost increases to the coverages provided in subsections A, B and C, above as follows: Employee 50%; City 50%.

Provided, however, that increases to employees shall not exceed \$25 per month per employee in any contract year and shall not exceed \$50/month per employee over the MOU term.

H. Retiree Medical Plan

Upon completion of twenty (20) years of City of Orland service, and upon retiring from City service, employees who were regular full-time employees as of July 1, 2013, shall be eligible to receive a contribution of 1% for each year of City service (contribution) applied toward the cost of the employee-only medical premium if the employee is covered by employee-only insurance at the time of retirement, or applied to the cost of the employee-plus-one-dependent premium if the employee and his dependent are covered by the city's medical insurance at the time of retirement. This benefit expires when the employee/retiree qualifies for Medicare. If the dependent becomes Medicare eligible prior to the retiree, the contribution shall be applied to the cost of the employee-only premium.

Eligible employees may, instead of the above, direct the City to pay the dollar amount of the contribution to an identified health benefit provider. The eligible employee making that election shall provide the City with payment directions.

6.02 VOLUNTARY PAYROLL DEDUCTION:

The City agrees to offer an IRS Code, Section 125 Voluntary Payroll, before tax deduction, account. Items to be included in this account may be additional life insurance, disability income protection, employee health and hospitalization insurance, long-term nursing and custodial care, catastrophic insurance coverage, and other types of deductions that qualify under the Internal Revenue Service Code System.

ARTICLE 7: RETIREMENT

7.01 PENSION FORMULA

The City agrees to provide the 2.7% @ 55 retirement formula for all employees in this bargaining unit employed as of December 31, 2012. New employees hired on or after January 1, 2013, will be hired under a 2% @ 62 formula per State standards for all public agencies. "Lateral hire" employees with less than a six-month break in service are hired under the formula for legacy employees, per State standards.

7.02 PENSION COST SHARING

All employees shall pay their own required member contribution (8%) to the Public Employees Retirement System.. Non-legacy employees hired after January 1, 2013 shall pay their own required member contribution of 6.5%.

7.03 PERS RETIREMENT REPORTING

The City shall report eight percent (8.0%) or six and one half percent (6.5%) Employee Paid Contributions to PERS as compensation.

ARTICLE 8: ALLOWANCES & REIMBURSEMENTS

8.01 MILEAGE REIMBURSEMENT:

An employee who utilizes his/her privately owned vehicle for approved city business will be compensated at the cents per mile reimbursement rate established by the Internal Revenue Service in effect on July 1, of each year.

8.02 MOTOR VEHICLE PHYSICAL EXAM AND LICENSE FEES:

The City will pay the full cost of physical exams and license fees necessary to maintain the required motor vehicle license for the classification assigned when the license requirement is other than Class “C”.

8.03 UNIFORM ALLOWANCE:

City will pay for the cost of purchase, replacement and cleaning of uniforms. City will provide Maintenance Workers with a three hundred dollar (\$300) credit each year for work boots and/or safety jacket, except in special circumstances where a medical provider prescribes special footwear, then three hundred eighty dollars (\$380). Employees must produce a receipt and be reimbursed by the City. The City will provide credit accounts at two or three preferred boot retailers, with members retaining option to shop elsewhere on a receipt-reimbursable basis.

ARTICLE 9: SENIORITY

9.01 SENIORITY:

The City shall recognize Classification Seniority as set forth herein.

- A. “*Classification Seniority*” means the amount of regular service performed by the employee in the classification and higher classifications in question since the most recent date of hire, less all absences from employment for which no compensation is received.
- B. “*Continuous Service*” means the amount of continuous employment by the employee, less all absences from employment in excess of thirty (30) calendar days for which no compensation is received.

- C. Extra help and temporary employees shall not accrue seniority.
- D. "**Probationary Employee**" is defined in Section 2-20 of the City Personnel Rules and Regulations. A probationary employee shall have seniority rights, and shall accrue seniority from the date of hire.

9.02 LOSS OF SENIORITY:

An employee loses all seniority when:

- A. The employee quits.
- B. The employee is discharged.
- C. The employee, when on layoff, fails to return to work within three calendar days after having been notified to return to work by the City by certified mail, return receipt requested, sent to the employee's last known address. However, if the employee is employed elsewhere and is required to give notice of resignation, the employee must so notify the City within three calendar days after the City notice to return to work has been received, and must return to work within fourteen (14) calendar days after receipt of the City's notice.
- D. The employee is laid off for 24 consecutive months.
- E. The employee is absent from work and fails to contact the City within three working days regarding the reason for such absence, unless it is impossible to do so.
- F. The employee does not report to work immediately upon expiration of a leave of absence.

ARTICLE 10: DISCIPLINARY & APPEAL PROCEDURES

10.01 DISCIPLINARY ACTION:

Disciplinary action may be taken by the appointing authority for cause against any employee who has permanent status. This article shall not apply to employees dismissed while on probation. As used in this section, "disciplinary action" means written reprimands, suspension without pay, demotion with reduction in pay, and dismissal. As used in this section, "appointing authority, means the City of Orland or the appropriate elected official or department head exercising supervisory authority over the employee against whom disciplinary action is taken.

10.02 DISCIPLINE:

The City may discharge or suspend from employment any employee who has completed the specified probationary period for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to:

- A. Misstatement of facts during the hiring process.
- B. Falsification of any entry on a City document (e.g., timecard, expense report).
- C. Disclosure of confidential information.
- D. Insubordination or willful disobedience.
- E. Incompetence, inefficiency, or unsatisfactory job performance.
- F. Discriminatory, discourteous, or unbecoming behavior.
- G. Theft, misuse, or unauthorized use or possession of City property.
- H. Dishonesty.
- I. Misconduct (e.g. any behavior that brings harm or discredit to the City.)
- J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business.
- K. Conviction of a felony or a misdemeanor or a plea of nolo contendere (no contest) or diversion for such offense for crimes involving conduct with a nexus to City employment, including, but not limited to, embezzlement, misappropriation of public funds, falsification or records, and DUI for employees required to operate motor vehicles.
- L. Excessive absence or tardiness.
- M. Absence without approved leave.
- N. Violation of City rule, policy, or procedure (e.g. violence in the workplace policy).
- O. Engaging in outside employment or business activities for personal gain during working hours or while conducting official City business, engaging in outside employment for any business under contract by the City; or participating in any outside employment that adversely affects the employee's city work performance.

In the event an employee feels the discharge or suspension is not for cause, UPEC shall have the right to appeal the case through the grievance procedure set forth below.

Probationary employees may be discharged for any reason, which in the sole discretion of the City is just and sufficient and such discharge shall not be subject to appeal.

10.03 PRELIMINARY NOTICE OF DISCIPLINARY ACTION:

Whenever a disciplinary action is proposed to be taken against an employee, the employees shall be notified in writing. Such notification shall include but is not limited to:

- A. A statement of the disciplinary action taken against the employee.

- B. A summary of the facts upon which the disciplinary action is based. In addition to the summary, the employee has the right to all material and documents relied upon or used as evidence to form the basis of the proposed disciplinary action.
- C. A statement advising the employee that written notice of the disciplinary action is to be placed in the employee's official personnel file and that the employee shall have 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.

10.04 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 returned the certified mail to the return address.

10.05 RESPONDING TO PROPOSED DISCIPLINE.

- A. An employee who receives a written reprimand that will be placed in their personnel file has the right to draft and, within 30 days, submit a response to the reprimand. The City Manager shall review the written reprimand and response and may review any supporting materials or make whatever further inquiry he or she deems necessary. The City Manager has full discretion to uphold, amend or alter the written reprimand and the determination of the City Manager shall be final.
- B. An employee who is subject to disciplinary action involving employee suspension without pay of more than five (5) workdays, demotion or termination of employment shall have the right, within five (5) workdays after receiving a Proposed Notice of Disciplinary Action, to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent.
- C. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline taking effect.
- D. Upon a written request for a Skelly hearing, the City shall appoint a "Skelly Officer." The Skelly Officer shall be the City Manager or a different department

head than the one proposing the discipline. The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Skelly responses may also be submitted in writing instead of an in-person meeting. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline. The Skelly Officer's decision shall be in writing.

- E. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action. The final Notice of Disciplinary Action shall advise the employee that the discipline is to be placed in the employee's official personnel file and shall advise the employee of the appeal rights available to the employee as set forth in Section 10.07 of this Memorandum of Understanding, if any.

10.06 PROGRESSIVE DISCIPLINE, REMOVAL OF DISCIPLINARY DOCUMENTS AND SUBMISSION OF WRITTEN REBUTTALS.

- A. The parties agree that Letter of Instructions, Counseling Memorandums and/or Letters of Reprimand are the first steps of progressive discipline.
- B. Upon the request of an employee, a written reprimand, counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue. The decision to remove such materials shall be solely within the discretion of the Department Head.

This provision does not apply to disciplinary suspension, demotion, termination, workplace violence or sexual harassment if an employee has been found to be in violation of these items.

- C. An employee has the right to provide a written rebuttal to any of the above within thirty (30) days of receipt of the documentation which will be attached to the original document and placed in the employee's official personnel file(s).
- D. The City shall not discipline without just cause, and shall have due regard for the principles of progressive discipline. Discipline will normally follow investigation and discussion with the employee, and will normally proceed through the following steps, with the objective of resolving the matter and/or correcting the behavior as early as possible:

Step I: Oral Warning

Step II: Written warning or letter of reprimand

Step III: Unpaid suspension

Step V: Discharge

10.07 APPEALS OF DISCIPLINE FOR PERMANENT EMPLOYEES.

- A. If the Union is not satisfied with the decision rendered at Section 10.05, the Union shall have the right to refer the matter to arbitration. The Union shall make a demand for arbitration within ten (10) working days after receiving the City's decision by filing a written request with the State Mediation and Conciliation Service, with service of a copy to the City Clerk on the same date. However, arbitration shall be available in the following matters only: (1) employee suspension without pay of more than five (5) workdays; (2) employee demotion, (3) employee termination. In the case of employee suspension of five (5) workdays or less, the employee may appeal such suspension to the City Manager. The City Manager's decision shall be final and binding.
- B. Upon receiving a list of potential arbitrators from the State Mediation and Conciliation Service, the parties shall within ten (10) days select an arbitrator by striking names from the list in alternative order. If the employee fails to file a notice of appeal within the required time period, the disciplinary action shall become final and there shall be no further appeal.
- C. The parties to the arbitration 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 City staff or counsel.
- D. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties.
- E. Arbitration is the exercise of due process regarding an employee's property interest in his or her profession.
- F. An employee's failure to adhere to any timeframe provided for in this section shall be deemed to be an abandonment of the appeal, shall terminate the appeal process, and no further appeal steps shall be available.
- G. The decision of the arbitrator shall be final and binding and there shall be no further appeal.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.01 OFFICIAL CITY IDENTIFICATION:

The City shall provide a wallet size, laminated identification card to each employee. The cards will be tracked by an identification number system. If an identification card is lost, the replacement card will be at the expense of the employee.

11.02 PUBLIC WORKS SCHEDULE(S):

- A. The City Public Works Department shall operate on seasonal schedules as determined by the Department Head or City Manager:

Fall-Winter schedule shall be 0700 – 1530 hours

Spring-Summer schedule shall be 0630 - 1500 hours

- B. The City and Union will discuss the possibility of implementing a trial flexible 4-10 schedule with the understanding that either side can revert back to the original plan with two weeks' notice.

11.03 EDUCATION INCENTIVE:

The City shall pay tuition/conference or class/ seminar fees, including training materials, for training programs that enhance employees' abilities and benefit the City. Employee must obtain written approval in advance from their Department Head.

11.04 BREAKS:

The City agrees to two (2) fifteen (15) minute breaks per eight hour work shift.

11.05 LAYOFFS:

Layoffs: By department within a classification and with bumping rights.
(Personnel Rules and Regulations Manual Section 4-1 Layoff/Reduction in Force)

ARTICLE 12: CLOSING PROVISIONS

12.01 IMPLEMENTATION / RENEGOTIATION:

- A. This Memorandum of Understanding constitutes a mutual agreement by the representatives of the parties to be submitted to the Union for ratification and when ratified shall be jointly submitted to the City Council for approval.
- B. The City may adopt rules and regulations after consultation in good faith with representatives of the Union concerning the administration of employee relations under this Article, except as otherwise provided by law.
- C. The City shall give reasonable written notice to the Union at least fourteen days in advance of any proposed ordinance, policy rule or regulation relating to matters within the scope of representation set forth in this Article, except as otherwise provided by law, or this Memorandum of Understanding.

12.02 SCOPE OF AGREEMENT:

The parties acknowledge that during the negotiations which preceded this Memorandum each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, for the life of this Memorandum, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this Memorandum, or with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met, confer and signed this Memorandum, unless specifically provided for elsewhere in this Memorandum.

12.03 DURATION OF AND NEGOTIATION OF SUCCESSOR AGREEMENT:

This agreement shall be effective and shall remain in full force and effect through June 30, 2026. The parties agree to exchange initial proposals and begin bargaining on a successor agreement in March, 2026.

12.04 SEVERABILITY:

If any article or section of this agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of articles or sections should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall, if possible, enter into the meet and confer process for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

UNION RATIFICATION:

Ratified by the members of the United Public Employees of California union, Local 792,

City of Orland California General Unit on this ____ day of _____, 2025.

Ryan Heron, Labor Relations Representative
UPEC, Local 792

, General Unit Member Negotiator

, General Unit Member Negotiator

CITY of ORLAND CALIFORNIA APPROVAL:

Approved by the City of Orland on this __ day of _____, 2025.

Minute Reference No. _____

ATTEST:

By: _____

City Clerk

Date: _____

City Manager

Date: _____

Mayor

Date: _____