



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Roy Rodriguez, Council Member

Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member

WEDNESDAY, SEPTEMBER 25, 2019 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Consent Calendar

1. City Council Minutes of August 28, 2019
2. City Council Minutes of September 11, 2019
3. City Warrants for August 2019
4. Approval of Job Description for Animal Control Officer

D. Administration

Events Committee

5. **SUBJECT:** Upcoming Events

Recommendation: Informational Items Only

Interim City Manager:

6. **SUBJECT:** 2019-2022 MOU between the City of Orange Cove and Local 39

Recommendation: Council to consider approving the 2019-2022 MOU between the City of Orange Cove and Local 39

7. **SUBJECT:** 2019-2022 MOU between the City of Orange Cove and POA
Recommendation: Council to consider approving the 2019-2022 MOU between the City of Orange Cove and POA
8. **SUBJECT:** Christmas Tree Harvest 2019
Recommendation: Council to consider to approve a donation of \$275 for the Christmas Tree - donation will go towards the Reedley College Forestry Club
9. **SUBJECT:** Ordinance 387
Recommendation: Council to approve the second reading and adoption of Ordinance No. 387 by title only waiving full reading AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AMENDING TITLE 8 OF THE ORANGE COVE MUNICIPAL CODE PERTAINING TO PROHIBITION OF SMOKING BY THE AMENDMENT OF CHAPTER 8.32 AND PROVIDING FOR THE PUBLICATION, ENACTMENT AND EFFECTIVE DATE THEREOF
10. **SUBJECT:** Usage of the VPL Center for public meeting requested by Jesus Mendoza, Community Organizer
Recommendation: Council to consider approving the request by Jesus Mendoza to use the VPL Center for a Public Meeting regarding Public Health, Environment research, Exposure, Resources, Tools and solutions on September 26, 2019 6pm-8pm

E. Public Forum

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments.

F. City Manager's Report

G. City Attorney's Report

H. City Council Communications

I. Closed Session

11. Pursuant to Government Code Section 54957
Public Employee
Title: Reappointment of Interim City Manager/Financial Consultant
12. Conference with labor negotiators (Government Code Section 54957.6)
City Designated Representative: Rudy Hernandez, Interim City Manager
Employee Organization: Orange Cove Police Officers Association

J. Reconvene City Council Meeting

K. Adjournment

ADA Notice: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 214. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at front counter at City Hall and at the Orange Cove Library located at 815 Park Blvd., Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at cityoforangecove.com.

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

ENFORCEMENT OF DECORUM RULES

(Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the City council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The Mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the Mayor if the majority of the Council believes the Mayor or other presiding officer is not applying the rules of decorum appropriately.



Minutes

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Esperanza Rodriguez, Council Member

Roy Rodriguez, Council Member
Josie Cervantes, Council Member

WEDNESDAY, AUGUST 28, 2019 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Victor P. Lopez
Mayor Pro Tem Diana Guerra Silva
Councilmember Roy Rodriguez
Councilmember Josie Cervantes (Absent)
Councilmember Esperanza Rodriguez

STAFF PRESENT: Financial Consultant/Interim City Manager Rudy Hernandez
Police Chief, Marty Rivera
City Attorney, Dan McCloskey
City Clerk June V. Bracamontes

INVOCATION: Mayor Pro Tem Diana Guerra Silva

FLAG SALUTE: Mayor Victor P. Lopez

B. Confirmation of Agenda

No changes

C. Consent Calendar

1. Council Minutes of August 14, 2019
2. Proclamation Declaring September 2019 Cancer Awareness

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman Rodriguez, Council approved the Consent Calendar as presented.

Yes: Lopez, Silva, R. Rodriguez, E. Rodriguez
No: None
Absent: Cervantes
Abstain: None

D. Administration

City Engineer:

- 3. SUBJECT:** Alliance Building Solutions, Inc. to proceed with an Energy Efficiency Audit

Recommendation: Staff recommends that City Council authorize Alliance Building Solutions, to proceed with a comprehensive utility analysis and preparation of an energy efficiency feasibility report

Angela presented Brad from Alliance Building Solutions presenting the Energy efficiency feasibility report.

Savings Analysis
Energy measure Cost Annual Savings Payback
Baseline Analysis
Project Process
Cost of Doing Nothing
Program Benefits
Recent Case Studies

Alliance Building Solutions will be developing a comprehensive utility analysis and prepare a project feasibility report for self-funding infrastructure improvements and will be conducting staff meetings with city personnel.

Staff recommends that City Council Authorize Alliance Building Solutions, Inc. to proceed with a comprehensive utility analysis and preparation of an energy efficiency feasibility report.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman E. Rodriguez, Council approved to authorized Authorize Alliance Building Solutions, Inc. to proceed with a comprehensive utility analysis and preparation of an energy efficiency feasibility report.

Yes: Lopez, Silva, R. Rodriguez, E. Rodriguez
No: None
Absent: Cervantes
Abstain: None

Interim City Manager:

4. **SUBJECT:** Presentation of Fiscal Year 2017-18 Audit Report by Price, Page and Company

Recommendation: Receive and File Audit Report

Presentation by Fausto Hinojosa and Osvaldo Gutierrez auditors of Price Paige and Company. The following was presented.

About the firm
Audit process
Audit areas of emphasis
Auditors reports
Key financial statement items
Required communications
Discussion/questions

Founded in 1976 – 40 years
Top 10 firm in Fresno and surrounding counties
Deep specialization in serving governments
Over 80 audits of municipalities, special districts, counties and nonprofit organization
PPC consists of 40 dedicated employees, including 14 CPA's

Fausto Hinojosa, CPA – Engagement Partner
Osvaldo Gutierrez, CPA – Audit Manager
Jorge Rodriguez – Senior Auditor
45 years of combined audit services

Audit Process
Audit Areas of Emphasis
Auditors Report on Financial Statements

General Fund Page 6
Assets - \$1.8M
Liabilities - \$137K
Fund Balance Total \$1.7M Unassigned \$1.3M

General Fund Page 10
Revenues - \$2.5M
Expenses - \$2.7M

Loss \$156k

Enterprise Funds Page 14

Pension Asset/Liability Page 4

Pension Liability page 43

Required Communications

Significant Accounting Policies – no changes

Significant Estimates

Sensitive Disclosures

Difficulties Encountered in Performing Audit

Significant Audit Adjustments

Disagreements with Management

Fraud and Illegal Acts

Staff is requesting Council to approve received and to file audit report.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman R. Rodriguez, Council approved received and file the June 30, 2018 Financial Statement Audit as presented.

Yes: Lopez, Silva, R. Rodriguez, E. Rodriguez
No: None
Absent: Cervantes
Abstain: None

5. **SUBJECT:** Small Business Resource Workshop

Recommendation: Council to approve the Workshop scheduled on November 12, 2019 from 6pm to 8pm located at the Victor P. Lopez Center

Upon the motion Mayor Pro Tem Silva and seconded by Councilwoman E. Rodriguez, Council approved the Small Business Resource workshop scheduled on November 12, 2019 from 6pm to 8pm located at the Victor P. Lopez Center.

6. **SUBJECT:** Financial Updates

Recommendation: Informational item only

Regarding the Parcel Tax, on May 8, 2019 the City Council approved a contract with Gene Bregman and Associates to perform a survey for property tax analysis and public opinion research.

Then will present the findings. If findings are to go forward an Election will take place in March 2020.

The Parcel Tax will be expiring in 2 years. Funding Public Services.

Survey being sent out to the resident by text started Friday August 23, 2019 and on August 26, 2019 by email.

E. Public Forum

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments.

Manuel Ferreira resident of Orange Cove following concerns:

1. Burnt building by McCord School no action taken care of yet.
2. Val Mart has notices has gone out to resident.
3. Big yard alley C and 11th street boarded up house, homeless living in there.
4. What happen to the California Health Collaborative regarding Smoking Ordinance? City Attorney stated it will be presented at the next regular meeting

Cecelia Perez filled out facility use application for from Reedley rental of facility no answer. Its been a long time.

Another resident filled out a facility use application and no answer.

Interim City Manager there is a discount of \$550 at the facility because of the AC.

F. City Manager's Report

None

G. City Attorney's Report

7. **SUBJECT:** City of Orange Cove Fraternization Policy

Recommendation: Council to consider adopting the City of Orange Cove Fraternization Policy

1. Some of these Rules are already in our policy
2. No comments from the Unions

Upon the motion by Councilwoman R. Rodriguez and seconded by Mayor Pro Tem Silva, Council approved and adopted the City of Orange Cove Fraternization Policy as presented.

Yes: Lopez, Silva, R. Rodriguez, E. Rodriguez
No: None
Absent: Cervantes
Abstain: None

H. City Council Communications

Councilwoman Esperanza Rodriguez:
NOTHING TO REPORT

Mayor Pro Tem Diana Guerra Silva:
NOTHING TO REPORT

Councilman Roy Rodriguez:
NOTHING TO REPORT

Mayor Victor P. Lopez
Reported a workshop/training for over 100 children company is giving out free computers' application is now closed. September 10 at 4pm at the VPL Center

I. Adjournment

Mayor Lopez adjourned the City Council Meeting at 7:50 p.m.

Respectfully Submitted:

June V. Bracamontes, City Clerk

PRESENTED TO COUNCIL:

DATE: _____

ACTION: _____



MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Esperanza Rodriguez, Council Member

Roy Rodriguez, Council Member
Josie Cervantes, Council Member

WEDNESDAY, SEPTEMBER 11, 2019 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Victor P. Lopez
Mayor Pro Tem Diana Guerra Silva
Councilmember Roy Rodriguez
Councilmember Josie Cervantes(absent)
Councilmember Esperanza Rodriguez

STAFF PRESENT: Financial Consultant/Interim City Manager Rudy Hernandez
Police Chief, Marty Rivera(absent)
City Attorney, Dan McCloskey
City Clerk June V. Bracamontes

INVOCATION: Mayor Pro Tem Diana Guerra Silva

B. Confirmation of Agenda

No changes.

C. Consent Calendar

1. City Council Minutes of July 24, 2019
2. Approval of Revised Maintenance Worker Job Description

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman Rodriguez, Council approved the Consent Calendar as presented.

Yes: Lopez, Silva, R. Rodriguez and E. Rodriguez
No: None
Absent: Cervantes
Abstain: None

D. Administration

City Engineer:

3. SUBJECT: Monthly Project Progress Update

Recommendation: Informational Item Only

Stars and Stripes Towing
Pizza Parlor
Smog Sop
Kiosk Ice Machine
2015 ATP School Safety Improvements
Adams Avenue Reconstruction from Friant Kern Canal to South Hills Valley Road
Adams Avenue Improvements from Jacobs Avenue to 4th Street
D Street Sidewalks
Water Enterprise
Final Parcel Map 2019-01
Cal Recycle
EDA Off-site Improvements at
Dollar Tree working on the site plan review.
Water Energy Grant Program
San Joaquin Valley Air Pollution Control District Grant
Amaya Housing Project
Energy Audit

Mayor Lopez had the following concerns:

Regarding Stars and Stripes project taking too long on the corner South and Center. Mayor didn't know about the check and didn't know that the city sold the land.

Need to know the responsibility of the Engineer and Ray

Concern about the house that was burnt down

Need to reapply again for City Manager Position in the League Magazine

Recommend to start firing people if they are not doing their job.

Not happy with the way things are going on in this city

Regarding City Properties, Mayor stated that it will be the City Engineer to make sure the Council needs knows what is going on.

Prior Council spent 12 million

Mayor had a concern about the property on Park and Anchor how the land was sold.

Proposed Car Wash the person of interest wants to meet with City Employees. Person needs to meet with City Staff.

Need to hire a City Manager as soon as possible. Mayor stated that Rudy is not a Manager only an accountant.

Need to change things in the city

Councilman Roy Rodriguez stated need to follow Council's recommendation on the city properties.

Chief of Police:

4. **SUBJECT:** Monthly Activity Report presented by Chief of Police, Marty Rivera

Recommendation: Informational Item Only

Sgt. Pena presented the Monthly Activity Report and Staff Levels.

Interim City Manager:

5. **SUBJECT:** Annual Tour de Fresno Bike Ride September 21, 2019

Recommendation: Council to approve a rest stop for the Annual Tour de Fresno Bike Ride September 21, 2019 at the corner of Center and Park Blvd. located at Eaton Park in the City of Orange Cove

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman E. Rodriguez, Council approved a rest stop for the

Annual Tour de Fresno Bike Ride September 21, 2019 at the corner of Center and Park Blvd. located at Eaton Park in the City of Orange Cove

Yes: Lopez, Silva, R. Rodriguez and E. Rodriguez
No: None
Absent: Cervantes
Abstain: None

6. **SUBJECT:** Horchata Con Hurtado Senator Hurtado Meet and Greet

Recommendation: Usage of the VPL Center on September 27, 2019 Horchata Con Hurtado; Senator Hurtado Meet and Greet from 12pm-1pm requested by representative Jacob Villagomez

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman R. Rodriguez, Council approved the Usage of the VPL Center on September 27, 2019 Horchata Con Hurtado; Senator Hurtado Meet and Greet from 12pm-1pm requested by representative Jacob Villagomez

Yes: Lopez, Silva, R. Rodriguez and E. Rodriguez
No: None
Absent: Cervantes
Abstain: None

7. **SUBJECT:** Public Safety Measure

Recommendation: Results of Polling Survey for a New Possible Public Safety Measure

Al Peche presented Gene Bregman. Mr. Bergman presented to Council the Charts of Results from a Survey of Likely Voters in the City of Orange Cove for the possible Public Safety Measure.

Place the measure in the March Primary Election 2020

Mayor said concern about the Police Department need to pass this Measure.

Will generate 95,000 city will receive \$76,000 if Measure passed will be available in the 2020 budget per Rudy

\$35 per parcel

Staff is recommending to proceed with the Election in March 2020. Need to approve a Resolution in November to place on ballot.

Yes: Lopez, Silva, R. Rodriguez and E. Rodriguez
No: None
Absent: Cervantes
Abstain: None

8. **SUBJECT:** Mexican Rodeo requested by Angela Diaz owner of Cabanas Restaurant

Recommendation: Council to review/discuss and consider approving the Mexican Rodeo on September 21, 2019 at the Gene Welch Park behind the VPL Center requested by Angela Diaz owner of Cabanas Restaurant

Item tabled

Ms. Angela Diaz was present and stated going back and forth with this request.

E. Public Forum

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments.

1. Zuhdi Khalil presented to Council that he was issued a demo permit; Ray comes back and stops him. Mr. Khalili indicated that a fence and a lock was placed on his own on his property. Fence being knock down then put another fence. Now threaten to abate his property. Why is he being treated like this. Ray said we have codes for the city. Wants to clean up but on hold three months. Attorney stated this is a Pending litigation cannot take any action or discuss.

F. City Manager's Report

None

G. City Attorney's Report

9. **SUBJECT:** Ordinance No. 387 Pertaining to Prohibition of Smoking

Recommendation: Council to approve the introduction and first reading waiving full reading of Ordinance No. 387 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AMENDING TITLE 8 OF THE ORANGE COVE MUNICIPAL CODE PERTAINING TO PROHIBITION OF SMOKING BY THE AMENDMENT OF CHAPTER 8.32 AND PROVIDING FOR THE PUBLICATION, ENACTMENT AND EFFECTIVE DATE THEREOF

City Attorney presented the introduction of the Ordinance expand prohibition of Smoking electronic cigarettes. Will be adopted at the next Council Meeting. Then effective after 30 days.

Diana Burto resident of Orange Cove for 10 years. Parks in Orange Cove are being used for smoking. By approving this Ordinance this will bring back the Parks for the kids.

Manuel Ferreira statement School Board Meeting last night and learned that the Nicotine use to be used as a bug killer and people are smoking this. City of Reedley has been doing this for 6 years.

City Clerk June V. Bracamontes read the title only waiving full reading of Ordinance 387.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman E. Rodriguez, Council approved the introduction and first reading waiving full reading of Ordinance No. 387 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AMENDING TITLE 8 OF THE ORANGE COVE MUNICIPAL CODE PERTAINING TO PROHIBITION OF SMOKING BY THE AMENDMENT OF CHAPTER 8.32 AND PROVIDING FOR THE PUBLICATION, ENACTMENT AND EFFECTIVE DATE THEREOF

Yes: Lopez, Silva, R. Rodriguez and E. Rodriguez
No: None
Absent: Cervantes
Abstain: None

H. City Council Communications

Councilwoman Esperanza Rodriguez:
Nothing to Report

Mayor Pro Tem Diana Guerra Silva:

Nothing to Report

Councilman Roy Rodriguez:

Nothing to Report

MAYOR VICTOR P. LOPEZ:

Mayor attended meeting with Brenda Quintana yesterday 200 computers free to children in Orange Cove. Parents will be involved; 3-5 years of age. Working with the Parents and Computers will be used at home. A date will be scheduled to give out the computers and Mayor will let Council know.

I. Closed Session

(Council, Interim City Manager, Attorney went into Closed Session at 8:05pm)

- 10. Pursuant to Government Code Section 54957
Public Employee
Title: Reappointment of Interim City Manager/Financial Consultant

J. Reconvene City Council Meeting

Mayor Lopez reconvened the City Council Meeting and announced "Nothing to report".

K. Adjournment

Mayor Lopez adjourned the City Council Meeting at 8:45pm.

RESPECTFULLY SUBMITTED:

June V. Bracamontes, City Clerk
City of Orange Cove

PRESENTED TO COUNCIL:

DATE: _____

ACTION: _____

**JOB DESCRIPTION
CITY OF ORANGE COVE
ANIMAL CONTROL OFFICER**

DEFINITION:

Under general supervision, patrols streets and provides animal control and animal protection services for the City of Orange Cove.

ESSENTIAL FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is **ILLUSTRATIVE ONLY**, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

TYPICAL DUTIES & RESPONSIBILITIES:

Patrols City for stray animals; investigates reports of animal abuse, nuisances and related code enforcement issues and takes appropriate corrective action; explains ordinances to public; issues citations for violations of state and City animal control laws and ordinances; maintains and updates records, files, and prepare monthly /annual reports.

Feeds and cares for animals impounded at the animal shelter; assists public with animal adoption, care and licensing; euthanizes and disposes of animals as necessary; performs other related duties as assigned.

CONTACTS AND RELATIONSHIP:

This position has the majority of its interaction with the public, and other City employees.

QUALIFICATION GUIDELINES:

The knowledge and abilities which are required to perform the duties and responsibilities of this class are as follows:

DESIRABLE QUALIFICATIONS:

Experience: Prefer two years' experience working with animals.

Education: High School Diploma or equivalent. Must attend training in Animal Control, Advance Animal Control Investigation, First Aid, CPR, Large Animal Rescue, Chemical Capture, Euthanasia, and Citation/Report Writing within one year of employment date.

Knowledge: Knowledge of animal control laws, rules and regulations; domestic and wild animal control and handling methods and techniques. Knowledge of public relations, education and training methods and techniques. and of City codes and ordinances.

Ability: Skill in handling, rescuing and caring for wild and domestic animals. Skill in developing and implementing a variety of educational programs. Skill in oral and written communications and in establishing and maintaining and maintaining effective working relationships.

A typical way to obtain the knowledge and abilities is as follows:

Education: Learn animal control laws, rules and regulations by taking classes.

AND

Experience: Obtain experience in handling animals. Any combination of experience and education that would provide the required knowledge, and skills would be qualifying.

License Required: Valid California Drivers License.

PHYSICAL REQUIREMENTS

Work is performed in animal shelter and outdoor environments. Work requires frequent standing, walking, bending and lifting up to 100 pounds. May be exposed to sick, injured and dead wild and domestic animals, moving equipment and machinery, irate citizens.

SUPERVISION RECEIVED Police or Public Works Departments

SUPERVISION EXERCISED None.

FAIR LABOR STANDARDS ACT DESIGNATION: Non-Exempt

MEMORANDUM OF UNDERSTANDING

By and Between

The City of Orange Cove

And

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
STATIONARY ENGINEERS, LOCAL 39**



2019 - 2022

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**MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") BETWEEN
CITY OF ORANGE COVE ("City") AND INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 39, AFL-CIO ("Union")**

**ARTICLE 1
PREAMBLE**

This Agreement, hereinafter referred to as the Agreement or Memorandum of Understanding, entered into by the City of Orange Cove, hereinafter referred to as the City, and the International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

A. SOLE AGREEMENT

1. The City and the Union both agree that this Agreement, when signed by both parties hereto, and approved by the City Council, supersedes and prevails over any past practice expressly covered by this Agreement and supersedes and supplements all other Agreements between the parties. Any benefits previously enjoyed by the employees not covered by this Agreement shall remain in effect during the term of the Agreement. In the event of a conflict between the language contained in this Agreement and the City of Orange Cove Personnel Rules for the City Personnel System, (hereafter referenced as "Personnel Rules"), the language contained in this Agreement shall prevail.
2. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within this Agreement. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.
3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

B. GOVERNING LAWS

The legal relationship between the City and its employees, and the City and the Union is governed by Government Code (Section 3500 et seq., commonly know as the Meyers-Milias-Brown Act) and applicable Regulations of the Public Employment Relations Board (PERB). In the event of any conflict between said laws and this Agreement, said laws shall govern.

**ARTICLE 2
UNION RECOGNITION**

A. UNION RECOGNITION

1. The City acknowledges the Union as the sole and exclusive recognized employee organization representing the Miscellaneous Bargaining Unit for the purpose of meeting and conferring in good faith on matters within the scope of representation under the MMBA as related to employees covered under this Agreement, and to make every reasonable effort to reach agreement on a successor Agreement at least one week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year. In order that the meet and confer process may include adequate time for full consideration of the proposals of both parties and for resolution of any impasse, the City shall accept proposals from the Union as early as March 1, 2022.
2. There shall be no more than one revocation of representation election during the term of this Agreement.

B. AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Agreement:

1. The City's principal authorized agent shall be the City Manager or duly authorized representative of the City of Orange Cove (address: 633 Sixth Street, Orange Cove, CA 93646).
2. The Union's principal authorized agent shall be the Business Manager of Local 39 or duly authorized representative (address: 337 Valencia Street, San Francisco, California 94103; telephone: (415) 861-1135).
The Union agrees to meet and confer in good faith promptly upon reasonable request by the City and to continue every reasonable effort to reach agreement on matters within the scope of representation at least one week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year.

C. RECOGNITION OF MUTUAL OBLIGATION

The Union and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth herein, and to adhere in good faith to the terms and conditions set forth in this Agreement.

D. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this Agreement.
2. No unlawful strikes, or work stoppages by City employees, shall be caused, instigated, encouraged, condoned, participated in, or honored by the Union or its members during the term of this Agreement.

E. EXCHANGE OF INFORMATION

Union Stewards - A written list of the Officers of the Union and the Union Stewards with the specific areas they represent shall be furnished to the City immediately after their designation and the Union shall notify the City promptly in writing of any changes of such Union Officers or Stewards.

City Information - On a regular basis, the City shall provide to the Union a copy of amendments to the Personnel Rules, new and amended salary resolutions, new and amended position authorization resolutions, job bulletins for classes in this Unit, and copies of new and revised class specifications prior to promulgation, of which such class specification copies shall serve as notice to the Union relative to effects bargaining.

F. UNION BULLETIN BOARDS

The Union may use bulletin boards designated by the City to post materials related to Union business (political advertisements shall not be considered Union material). Any materials posted must be dated, initialed by the Union representative responsible for the posting, and a copy of all materials posted must be distributed to the department head or designee at the time of posting. The Union agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted. The City reserves the right to remove any material posted in violation of this section.

G. NOTICE FOR REQUEST OF LEAVE TO ATTEND MEET AND CONFER SESSIONS

The Union shall provide the City not less than two days prior notice when requesting leave with or without pay to attend meet and confer sessions. When two day's notice cannot be provided, notice shall be provided as soon as possible. This Section shall not be interpreted to require the City to grant any such leave, but instead is intended to provide prior notice of requests for leave, so that the City may attempt to allow such leave with a minimum of interruption of schedules and operations.

**ARTICLE 3
DISCRIMINATION**

A. DISCRIMINATION

1. The Union agrees that there will be no intimidation, coercion or interference against the City or any of its employees.
2. The City agrees that there will be no interference, restraint, or coercion against the Union or any employee because of Union membership or Union activity.

**ARTICLE 4
ACCESS**

A. ACCESS

Union staff and union stewards may have access to employees to represent them. Access shall not interfere with the work of the employees. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety or security. If access is restricted, other reasonable accommodations will attempt to be made.

B. UNION REPRESENTATION RIGHTS

“Scope of Representation” means all matters relating to employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. The Union and the City agree that all employees in the Miscellaneous Bargaining Unit are guaranteed their rights as described in the Meyers-Milias-Brown Act. In addition the City recognizes and agrees to deal with designated Union representatives regarding the enforcement of this Agreement, and when requested by the Union on the following:

1. Employee discipline cases, including investigatory interviews of an employee who is the subject of an investigation;
2. AWOL terminations;
3. Unsatisfactory performance evaluations;
4. Discussions with management regarding reasonable accommodations;

C. EMPLOYEE TIME OFF

Employees shall be entitled to reasonable time off without loss of compensation, and without disruption or interference with the work of employees, Department, and/or without creating an unsafe work situation, and with prior notification to the Department Head or City Manager, to confer with a Union representative on representational matters at the work site during work hours.

D. UNION MEMBERSHIP AND DUES DEDUCTION

1. General

The City shall deduct the dues or benefit premiums, or both, following receipt of notice from the Union that authorization has been provided to the Union by an employee in the Unit. The City shall stop dues deductions or benefit premium deductions, or both, upon receipt of notice from the Union that authorization has been provided to the Union by members in the Unit. Should there be a dispute regarding the deduction of dues, the Union shall provide the City with a copy of the authorization(s) signed by the employee.

The Union, in consideration for and as a condition of the City withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB 866, shall hold harmless the City of Orange Cove, its officers, and employees from any liability that may result from making, canceling, or changing requested deductions.

2. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION

The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor may the member be required to deposit, nor may the member deposit with the City Controller, the amount which would have been deducted if the member had been in a pay status during that period. In the case of a member who is in a non-pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

3. DUES DEDUCTION

The Union may have the regular dues of its bargaining unit members deducted from their paychecks under procedures as follows:

The Union is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. It is the employee's responsibility to submit requests to start or stop dues deductions directly to the Union and not to the City of Orange Cove (City).

The Union is responsible for maintaining the dues deduction forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the City unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amounts, and payroll deductions must be directed to the Union and not the City.

The Union will provide to the City an updated, certified dues deduction list of bargaining unit members who have provided written authorization for regular dues deductions. The City will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Union will immediately notify the City of any change to an employee's dues deduction, including starting and stopping dues deductions, or validly cancelling or revoking a dues deduction authorization, and will provide the City within one business day, an updated, certified dues deduction list noting any specific changes from the last list provided to the City. The City will implement the change(s) in the pay period following the City's receipt of such notification. The City will transmit the funds to the Union no later than thirty (30) days after the deductions occur.

The Union shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including, claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not subject to the grievance process.

E. LIST OF NEW EMPLOYEES AND ELIGIBLE LISTS

Within five (5) workdays of hire, the Union will be given a notice of the new hire, by name, department, and classifications represented by the Union. The Union will also be notified when applications are being solicited for the establishment of new eligible lists for job classifications represented by the Union.

ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

A. GRIEVANCE AND ARBITRATION PROCEDURE

1. Purpose

The grievance procedure shall be used to process and resolve grievances arising under this Agreement and employment-related complaints. The purposes of this procedure are:

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

2. Definitions

- a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Memorandum of Understanding. No matter shall be considered as a grievance under this Article unless it is presented within thirty (30) calendar days of when the grievant and/or Union became aware of the events on which the grievance is based.
- b. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Agreement. Complaints shall only be processed as far as Step Three of the procedure herein and the decision of the City Manager shall be final.
- c. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.
- d. As used in this procedure, the term "party" means a Unit employee, the Union, the City, or their authorized representatives.

1. 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. However, with the mutual consent of the parties, the time limitation for any step may be extended. Time limits referenced herein refer to calendar days.

2. Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

3. Presentation

At any step of the grievance procedure, the City or Union may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant, or Union steward in the case of a class action grievance, may attend without loss of compensation.

Step One:

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within ten (10) calendar days, the immediate supervisor shall give his/her decision or response.

Step One may be bypassed by the Union if the Supervisor does not have authority to make adjustment to the issue grieved.

Step Two:

If the grievance is not resolved in Step One of the procedure above, or if no response has been received by the last date due, a formal written grievance may be filed within ten (10) days of the supervisor's response. The formal grievance is filed with the employee's Department Head who shall have twenty-one (21) days to respond in writing to the grievance.

Step Three:

If the grievant or Union is not satisfied with the Step Two response, or if no response has been received by the last date due, the grievance may be appealed to the City Manager. The appeal to the City Manager must be filed within fifteen (15) days of receipt of the Step Two response or of the last date when the Step Two response was due. The City Manager shall render a decision in writing to the employee within twenty-one (21) days after receipt of the grievance.

Step Four:

If the City Manager fails to respond in writing as provided in Step Three, or if the response is not satisfactory to the Union, the Union shall have the right to refer a maximum of four (4) matters annually (within a calendar year) to an outside hearing officer/arbitrator via a list of neutrals obtained from the State Mediation and Conciliation Service (SMCS). The request for arbitration must be given in writing to the City Manager by the Union within twenty (20) days after receipt of the Step Three response or of the last date when the Step Three response was due.

Any resolution of the grievance which does not involve the Union will not be considered precedential in any manner.

4. Arbitration:

Within twenty (20) days after the request for arbitration, the Union shall contact the SMCS to submit to both parties a panel of seven (7) neutrals/arbitrators. Upon receipt of such list, the parties shall alternately each strike three names from the list and the remaining person shall be accepted as the hearing officer/arbitrator. The first party to strike will be determined by the flip of a coin.

The arbitration shall be conducted in accordance with the following rules:

5. Costs:

All costs for the services of the Hearing Officer/Arbitrator, including, but not limited to, per diem expenses, travel and subsistence shall be shared equally by the employee's Union/Bargaining Association and the City. Any cost incurred to obtain the use of a hearing room shall be shared equally by the employee's Union/Bargaining Association and the City. All other costs shall be borne by the party incurring them.

6. Scheduling of Hearing:

The Hearing Officer shall set the date, time and place of the hearing (such place shall be on City premises) and give not less than ten (10) business days' notice of such date, time and place to the employee or his/her authorized representative, the Personnel Officer and the City Manager, by certified United States Mail, postage prepaid.

7. Hearing Procedure:

The Hearing Officer shall regulate the conduct of the hearing process.

a. Right to Representation

- The employee may be represented at the appeal hearing by a representative of his/her choice who may or may not be an attorney.
- The City may be represented by a representative of its choice who may or may not be an attorney.

b. Witnesses

Both the employee and the City shall have the right to call and cross-examine witnesses at the hearing, subject to the following:

- The employee and the City shall provide each other and the Hearing Officer with a list of all witnesses (except rebuttal witnesses) intended to be called at the hearing no later than five (5) days prior to the hearing;
- All witnesses shall testify under oath;
- The Hearing Officer has authority to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Hearing Officer only for good cause. Each party is responsible for serving his/her/its own subpoenas.

c. Exhibits

Both the employee and the City shall have the right to present documentary and tangible evidence at the hearing, subject to the following:

- The employee and the City shall provide each other and the Hearing Officer with an exhibit list and a copy of all exhibits (except rebuttal exhibits) intended to be introduced at the hearing no later than five (5) days prior to the hearing.

d. Conduct of Hearing

- The Hearing Officer shall preside over the hearing and has the discretion to conduct the proceedings and allow admission of evidence based upon such rules of procedure and evidence as the hearing officer shall choose. In no event shall the Hearing Officer impose rules of procedure or evidence more stringent than the California Rules of Civil Procedure or the California Rules of Evidence.
- Irrelevant and unduly repetitious evidence may be excluded.
- The hearing shall be recorded by an electronic process.
- The Hearing Officer shall determine the relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall neither add to, detract from, nor modify the language of the City's Personnel Rules or policies in considering any issue properly before him/her. The Hearing Officer shall expressly confine himself/herself to the precise issues submitted and shall not have the authority to consider any issue not so submitted. Decisions made by the Hearing Officer shall not be invalidated by any informality in the proceedings.
- During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- During the hearing, the City shall have the burden of proof and production that the discipline as imposed was correct based upon a preponderance of the evidence.
- The hearing shall proceed in the following order unless the Hearing Officer directs otherwise:
 - i. The City shall be permitted to make an opening statement.

- ii. The employee shall be permitted to make an opening statement.
- iii. The City shall produce its evidence.
- iv. The employee shall produce his/her evidence.
- v. The City, followed by the employee, may offer rebuttal evidence.
- vi. Closing arguments of no more than twenty (20) minutes may be permitted at the discretion of the Hearing Officer. The City shall have the right to argue first, the employee may argue second, and the City may reserve a portion of its argument time for rebuttal.

8. Written Findings and Decision

Within thirty (30) days following the close of the appeal hearing, the Hearing Officer shall issue a written Notice of Decision. The Notice of Decision shall specify the following:

- a. Whether the discipline imposed is upheld, reduced, or voided; and
- b. The grounds upon which the decision is made.

The Notice of Decision and a copy of this Disciplinary Procedure and Appeal Process policy shall be mailed to the employee or the employee's representative by first-class mail, postage prepaid, including a copy of a proof of service.

If any portion of the discipline is reduced or voided, the employee shall be entitled to corresponding back wages and/or benefits lost, if any.

The decision of the Hearing Officer shall be final and binding unless an action or proceeding is commenced in a court of competent jurisdiction to determine the validity of the decision as set forth below.

9. Judicial Review

Judicial review of any decision of the Hearing Officer may be had pursuant to Section 1094.5 of the California Code Of Civil Procedure only if a petition for writ of mandate is filed within the applicable time limits. Pursuant to Section 1094.6 of the California Code Of Civil Procedure, the employee must file the petition in a court of competent jurisdiction within ninety (90) days after the Notice of Decision is mailed to the employee or will otherwise be considered to have waived the right to do so.

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration held under this Agreement. The grievant, or Union Steward if a class action grievance, shall also attend the hearing on City time.

The hearing officer/arbitrator shall have no authority to add to, delete or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its express provisions.

B. DISCIPLINARY PROCEDURE AND APPEAL PROCESS

As used in this section, "disciplinary action" shall mean any of the following and may be taken singularly or in combination:

1. Written Reprimand.

A written reprimand shall be provided to an employee prior to being placed in the employee's personnel file. The employee shall have the right to have a written rebuttal attached to the written reprimand in the employee's personnel file if the rebuttal is submitted to the City Manager's office within 10 days of the date the written reprimand was received. A written reprimand is not subject to appeal.

2. Reduction in Pay.

An employee's pay may be reduced for cause. A reduction in pay for disciplinary purposes may take one of two forms: 1) a decrease in salary to a lower step within the salary range; or (2) a decrease in salary paid to an employee for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay will receive prior written notice and the opportunity to appeal in accordance with this disciplinary appeal process.

3. Demotion.

An employee may be demoted from his/her position for cause. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to a demotion will receive prior written notice and the opportunity to appeal in accordance with this disciplinary appeal process.

4. Suspension.

An employee may be suspended from his/her position without pay for cause. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final.

During suspension, vacation and sick leave shall not accrue. However, health, dental and life insurance shall remain in effect. An employee subject to suspension will receive prior written notice and the opportunity to appeal in accordance with this disciplinary appeal process.

5. Discharge.

An employee may be discharged from his/her position for cause. Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. An employee subject to discharge will receive prior written notice and the opportunity to appeal in accordance with this disciplinary appeal process.

6. Administrative Leave With Pay.

The City may place an employee on administrative leave with pay pending investigation of misconduct, potential disciplinary action, or for any other reason that the Personnel Officer, in his/her sole discretion, believes warrants such leave. Administrative leave with pay shall not, in and of itself, be considered a disciplinary action and is not subject to any grievance, hearing or appeal procedure.

7. Notice of Intended Disciplinary Action.

In cases of proposed suspensions, demotions, reductions in pay or discharges (hereinafter referred to as "Significant Discipline"), the proposed disciplinary action shall be served on the employee personally or by mail, at last known address on file in the City Manager's office. The written notice of intended disciplinary action shall include:

- a. The level of discipline intended to be imposed;
- b. The specific charges upon which the intended discipline is based;
- c. A summary of the facts upon which the intended discipline is based;
- d. A copy of all written materials, reports, or documents upon which the intended discipline is based;
- e. Notice of the employee's right to respond to the charges either in writing or orally, at the option of the employee. The employee shall be advised that he/she has seven (7) days within which to file a written response or request, in writing, a predisciplinary conference;
- f. Notice of the employee's right to have a representative of his/her choice at the conference, should he/she choose to respond orally; and
- g. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

8. Employee's Response and the Predisciplinary (Skelly) Conference.

If the employee requests an opportunity to respond orally, the conference must be scheduled at least ten (10) days after the date of the Notice. The conference will be an

informal meeting with the Department Head or designee, at which the employee has an opportunity to rebut the charges against him/her and present any mitigating circumstances. The Department Head or designee will consider the employee's presentation before any final disciplinary action.

The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his/her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

9. Final Notice of Discipline.

Within ten (10) days of the predisciplinary conference or within ten (10) days of the receipt of the employee's timely written response, the Department Head or his/her designee will: (1) dismiss the notice of intent and take no disciplinary action against the employee; (2) modify the intended disciplinary action; or (3) impose the intended disciplinary action. In any event, the Department Head will prepare and provide the employee with a notice that contains the following:

- a. The level of discipline, if any, to be imposed;
- b. The effective date of the discipline;
- c. The specific charges upon which the discipline is based;
- d. A summary of the facts upon which the charges are based;
- e. A copy of all written materials, reports, or documents upon which the discipline is based; and
- f. A statement of the employee's right to appeal.

10. Right of Appeal.

If Significant Discipline is imposed on an employee following a predisciplinary hearing or after the employee submits a written response to the charges against him/her, the employee shall have the right to appeal the Significant Discipline in accordance with the procedures set forth herein.

An employee who chooses to waive the right to a predisciplinary hearing or the right to respond to the charges in writing, however, allows the discipline to be imposed as stated in the Final Notice of Discipline and shall not have a right to appeal the discipline.

11. Appeal and Request for Hearing.

The employee shall give written notice to the City Manager's office of his/her request to appeal the disciplinary action within ten (10) days after the employee receives the Final Notice of Discipline. The appeal shall include the following:

- a. An admission or denial of each charge with an explanation of why the charge is admitted or denied;
- b. A statement of any affirmative defenses;
- c. A statement that the employee disagrees with the penalty with an explanation of the employee's position;
- d. The employee's current mailing address; and
- e. A request for a hearing.

An employee's failure to file an appeal within the ten (10) day period shall waive his/her right to a hearing and the Significant Discipline imposed by the Final Notice of Discipline shall be deemed final.

12. Discipline Remains in Effect.

If the employee requests an appeal of disciplinary action, it shall not prevent the discipline from being served or imposed prior to the appeal hearing.

13. Selection Of A Hearing Officer.

An appeal of a Final Notice of Disciplinary Action imposing Significant Discipline shall be heard by an independent Hearing Officer. Within five (5) business days of receiving an employee's appeal demanding a hearing the City Manager shall request a list of neutrals from the State Mediation and Conciliation Service (SMCS) not later than three (3) business days after receiving the list from SMCS, the City Manager and the employee or his/her authorized representative shall meet to select the Hearing Officer utilizing the alternate strike method.

The party striking first shall be determined by the toss of a coin. In the event the person selected as the Hearing Officer is unavailable to commence the hearing process within three (3) weeks of the date of selection, the parties shall request another name from the SMCS and shall proceed to select the Hearing Officer in the same manner provided above.

14. Costs.

All costs for the services of the Hearing Officer, including, but not limited to, per diem expenses, travel and subsistence shall be shared equally by the employee's Union/Bargaining Association and the City. Any cost incurred to obtain the use of a hearing room shall be shared equally by the employee's Union/Bargaining Association and the City. All other costs shall be borne by the party incurring them.

15. Scheduling of Hearing.

The Hearing Officer shall set the date, time and place of the hearing (such place shall be on City premises) and give not less than ten (10) business days' notice of such date, time and place to the employee or his/her authorized representative, the Personnel Officer and the City Manager, by certified United States Mail, postage prepaid.

16. Hearing Procedure.

The Hearing Officer shall regulate the conduct of the hearing process.

a. Right to Representation

- The employee may be represented at the appeal hearing by a representative of his/her choice who may or may not be an attorney.
- The City may be represented by a representative of its choice who may or may not be an attorney.

b. Witnesses

Both the employee and the City shall have the right to call and cross-examine witnesses at the hearing, subject to the following:

- The employee and the City shall provide each other and the Hearing Officer with a list of all witnesses (except rebuttal witnesses) intended to be called at the hearing no later than five (5) days prior to the hearing;
- All witnesses shall testify under oath;
- The Hearing Officer has authority to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Hearing Officer only for good cause. Each party is responsible for serving his/her/its own subpoenas.

c. Exhibits

Both the employee and the City shall have the right to present documentary and tangible evidence at the hearing, subject to the following:

- The employee and the City shall provide each other and the Hearing Officer with an exhibit list and a copy of all exhibits (except rebuttal exhibits) intended to be introduced at the hearing no later than five (5) days prior to the hearing.

d. Conduct of Hearing

- The Hearing Officer shall preside over the hearing and has the discretion to conduct the proceedings and allow admission of evidence based upon such rules of procedure and evidence as the hearing officer shall choose. In no event shall the Hearing Officer impose rules of procedure or evidence more stringent than the California Rules of Civil Procedure or the California Rules of Evidence.
- Irrelevant and unduly repetitious evidence may be excluded.
- The hearing shall be recorded by an electronic process.
- The Hearing Officer shall determine the relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall neither add to, detract from, nor modify the language of the City's Personnel Rules or policies in considering any issue properly before him/her. The Hearing Officer shall expressly confine himself/herself to the precise issues submitted and shall not have the authority to consider any issue not so submitted. Decisions made by the Hearing Officer shall not be invalidated by any informality in the proceedings.
- During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- During the hearing, the City shall have the burden of proof and production that the discipline as imposed was correct based upon a preponderance of the evidence.
- The hearing shall proceed in the following order unless the Hearing Officer directs otherwise:
 - i. The City shall be permitted to make an opening statement.

- ii. The employee shall be permitted to make an opening statement.
- iii. The City shall produce its evidence.
- iv. The employee shall produce his/her evidence.
- v. The City, followed by the employee, may offer rebuttal evidence.
- vi. Closing arguments of no more than twenty (20) minutes may be permitted at the discretion of the Hearing Officer. The City shall have the right to argue first, the employee may argue second, and the City may reserve a portion of its argument time for rebuttal.

17. Written Findings and Decision.

Within thirty (30) days following the close of the appeal hearing, the Hearing Officer shall issue a written Notice of Decision. The Notice of Decision shall specify the following:

- a. Whether the discipline imposed is upheld, reduced, or voided; and
- b. The grounds upon which the decision is made.

The Notice of Decision and a copy of this Disciplinary Procedure and Appeal Process policy shall be mailed to the employee or the employee's representative by first-class mail, postage prepaid, including a copy of a proof of service.

If any portion of the discipline is reduced or voided, the employee shall be entitled to corresponding back wages and/or benefits lost, if any.

The decision of the Hearing Officer shall be final and binding unless an action or proceeding is commenced in a court of competent jurisdiction to determine the validity of the decision as set forth below.

18. Judicial Review.

Judicial review of any decision of the Hearing Officer may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if a petition for writ of mandate is filed within the applicable time limits. Pursuant to Section 1094.6 of the California Code of Civil Procedure, the employee must file the petition in a court of competent jurisdiction within ninety (90) days after the Notice of Decision is mailed to the employee or will otherwise be considered to have waived the right to do so.

19. Waiver.

An employee who chooses not to exercise his/her right to appeal a Final Notice of Discipline imposing Significant Discipline consistent with the terms and conditions of this Section 14 shall be barred from appealing the imposition of such discipline in superior or district court for failure to exhaust administrative remedies. This shall include any employee who chooses to prematurely terminate appeal proceedings before the Hearing Officer has issued the Notice of Decision.

20. Written Reprimands

Written reprimands may be appealed to the City Manager, in a meeting with the employee and, if requested by the employee, Union representative. The City Manager's decision will be given in writing and will be final.

21. AWOL Terminations

An employee terminated for an absence without leave pursuant to the Personnel Rules has the right to appeal the termination through the appeal procedure set forth above.

ARTICLE 6 SALARIES

A. SALARIES

Salary ranges for bargaining unit employees will be listed in a salary schedule to be attached as Appendix A. Effective July 1, 2019 there will be a 2 % cost of living increase.

The City agrees to meet with the Union no later than May 1, 2020, to review and implement a salary increase of not less than three percent (3%) and not more than five percent (5%). The Union acknowledges that salary increases will be subject to the City's budget.

Effective July 1, 2020, the City will add a Maintenance Worker III (Step A will start at Step C of the Maintenance Worker II). The recruitment will be competitive.

On or about March 2020, the City and Union will meet to review the possible salary restructuring for all Maintenance classifications. Change will be subject to the City's budget.

The City agrees to meet with the Union no later than May 1, 2021, to review and implement a salary increase of not less than three percent (3%) and not more than five percent (5%). The Union acknowledges that salary increases will be subject to the City's budget.

B. SALARY STEP ADVANCEMENT AND PROBATIONARY PERIODS

1. Hiring

The City may fill any vacancies for currently existing permanent part-time and permanent full-time positions. From time to time, the City may employ temporary employees for an intermittent or short term of 90 days or less.

Hiring of temporary employees will be made where (i) the work required is based on an emergency short term basis, or (ii) where the work load is not year-round or of sufficient duration to justify a permanent part-time or permanent full-time position. The City will notify the Union of its intent to hire temporary employees prior to the actual hire date.

2. Administration and Review of the Compensation Plan

From time to time, the Personnel Officer may recommend to the City Council an appropriate salary range for each class. When the salary range for a class is changed by the City Council, all employees whose positions are affected shall be adjusted to the corresponding salary step in the new range, unless an alternate agreement is reached.

3. Compensation Plan Steps

The basic salary range for all classifications shall consist of salary steps ranging from 1 to 5.

4. Step Increases

Step increases are not automatic, but are merit-based and shall be granted for continued improvement and increased service value of an employee, and other pertinent factors as determined by the employee's Department Head and the Personnel Officer. Step increases shall be made only upon the recommendation of the Department Head concerned, and with the approval of the Personnel Officer.

Nothing herein prohibits the granting of a step increase to an employee at any time. No step increase shall be made so as to exceed any maximum rate established in the Classification and Compensation Plan for the class to which the employee's position is assigned.

- a. Salary Step 1 shall be paid at initial employment and may be paid after six months of employment in ranges having an entry level step, where the employee has

demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the Department Head and approval of the Personnel Officer.

- b. Salary Step 2 may be paid after six months at Salary Step 1 or after one year at Salary Step 1, in ranges having an entry level step where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the Department Head and approval of the Personnel Officer.
- c. Salary Step 3 may be paid upon completion of one year of employment in Salary Step 2 where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the Department Head and approval of the Personnel Officer.
- d. Salary Step 4 may be paid upon completion of one year of employment in Salary Step 3 where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the Department Head and approval of the Personnel Officer.
- e. Salary Step 5 may be paid upon completion of one year employment in Salary Step 4 where the employee has demonstrated satisfactory job progress and productivity and upon the recommendation of the Department Head and approval of the Personnel Officer.

5. Special Salary Adjustments

A Department Head may recommend to raise a regular employee to a higher range than his/her base range in recognition of meritorious service, advanced education beyond the requirements of the position he/she holds and other extraordinary attributes related to his/her public service. Such increased compensation is subject to the approval of the Personnel Officer and the availability of budgeted monies.

6. Personnel Officer Discretion

In any case where rigid adherence to the foregoing principles related to salary adjustment would cause a manifest injustice, the Personnel Officer, on recommendation of the Department Head, may make such order relating thereto as in its discretion is proper.

7. Application of Salary Ranges and Plan Steps

a. Appointment

Initial appointments shall normally be at the first step of the appropriate salary range. The Personnel Officer may, at his/her sole discretion, make an appointment to a position at an appropriate higher salary step when it is difficult to acquire qualified personnel at

the starting salary, or when the education or experience of a proposed employee justifies a beginning salary in excess of the first salary step.

b. Promotion

Any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least equal to an advancement of a full step over the step he held in his former range in the basic salary schedule. An employee thus promoted is therefore assigned to a new salary anniversary date effective on the date of promotion.

An employee who, on his/her salary anniversary date, is promoted to a class with a higher salary range shall first receive any within range increase to which he/she is entitled, and then the higher step as provided in this section.

c. Transfer

Any employee who is transferred from one position to another position in the same class, or to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step in the salary range as he/she previously received and his/her salary anniversary date shall not change.

d. Re-Employment

An employee re-employed at any step above step "1" may be advanced to the next higher step in his/her range no sooner than one year from the anniversary date of his re-employment.

e. Permanent Part-Time Employees

Permanent part-time employees shall be paid the hourly equivalent of the monthly salary paid to a full-time employee in the classification to which they are assigned. After completing the number of hours equivalent to full-time employment in each step, a permanent part-time employee may be eligible to advance to the next step in the salary range for the class to which he/she is assigned.

f. Demotion

Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary reduced to the salary step in the range for the lower class which is:

1. If a disciplinary demotion, to any designated salary step in the lower range which is at least one step less than that received in the salary range for the class from which demoted. A new anniversary date shall be established on the basis of the demotion.

2. If a non-disciplinary demotion, to that salary in the dollar amount he/she would have received in that lower class if his/her services had been continuous in said lower class. He/she shall retain his/her current anniversary date.

g. Reinstatement

An employee who resigned in good standing may, within two (2) years of such resignation and upon recommendation of the Personnel Officer, be reinstated in a position in the class in which he/she previously had served. Upon such reinstatement, his/her compensation shall be not more than that paid at the step in the salary range he/she received prior to his/her separation and his/her anniversary date shall be based upon the date of reinstatement.

h. Compensation on Change in Range Assignment

Whenever a class is reassigned to either a higher or lower salary range by the City Council, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the step in the new range that corresponds to the step he/she was receiving in the former range and he/she shall retain the same salary anniversary date. When a salary range reassignment becomes effective on the same date as an employee's salary anniversary date, he/she shall first receive any salary range increase to which he/she is entitled and then receive the corresponding step adjustment.

i. Compensation on Position Reclassification

The salary of an employee in a position that is reclassified shall be determined as follows:

1. If the position is reclassified to a class with the same salary range as the previous class and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.
2. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, then the salary of such employee shall be governed by subsection 8.03(B) of the City of Orange Cove Personnel Rules.
3. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change.

If his/her salary is greater than the maximum step of the lower salary range, his/her salary shall be "Y" rated until such time as any general cost-of-living increase, inequity adjustment, or other salary increase results in a monthly salary appropriate for the class. The employee's salary anniversary date shall not change and he/she shall not be required to serve a new probationary period.

8. Compensation For Working on Holidays

Any employee, other than Police Department employees, who work on a shift basis and whose regular schedule requires him/her to work on a holiday, shall be paid at the rate of time-and one-half the hourly equivalent of his/her salary at the discretion of the Department Head.

9. Performance Evaluations

a) Policy

It is the policy of the City that regular reports be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is declared to be the responsibility of the Personnel Officer, the Department Heads and their subordinate supervisors that these reports be made.

It is also declared that it is the responsibility of the Personnel Officer to provide and prescribe the forms and procedures to be used in such reports of performance and to assist in the training of supervisory personnel of the City so that the program of performance reporting will be carried on in a sound and effective manner.

b) Schedule

1. Probationary Employees

Performance evaluation reports shall be prepared and a copy submitted to the Personnel Officer every three (3) months for probationary employees.

2. Regular Employees

Each year a performance evaluation report for regular employees shall be prepared within thirty (30) days prior to the employee's salary anniversary date. A copy shall be submitted to the Personnel Officer.

In addition, a report may be prepared at any time by request of the employee or at the discretion of the employee's supervisor.

c) Authority to Make Reports

The Personnel Officer shall have the authority to make reports of performance, however, he/she may delegate such authority to subordinate supervisors who are most familiar with the work of the employee to be evaluated. The Personnel Officer shall review and approve all performance evaluations of personnel under his/her jurisdiction.

d) Review with Employee

Each performance evaluation shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement. The employee shall also be encouraged to comment regarding his/her work performance, either in a written statement attached to the report or orally.

The employee shall sign the performance report to acknowledge that he/she is aware of its content and has discussed the report with the evaluator. The employee's signature does not necessarily mean that he/she fully agrees with the content of the report.

e) Distribution of Reports

Reports shall be prepared and a copy shall be given to the employee. The reports shall also be placed in the subject department's file, and provided to the Personnel Officer for retention in the employee's personnel file.

f) Effects of Improvement Needed or Unsatisfactory Ratings

Any employee who receives an overall "unsatisfactory" or "improvement needed" rating will not be eligible to participate in any promotional examination until a satisfactory rating is established.

An overall "unsatisfactory" rating shall result in the withholding of any step increases for which the employee may be eligible.

An overall "improvement needed" rating may result in withholding any step increase upon the recommendation of the Personnel Officer.

When an employee receives an overall "improvement needed" or "unsatisfactory" rating, he/she shall be re-evaluated within three (3) months to document performance.

If the employee's performance has improved to such an extent that the Personnel Officer believes it is justified to grant the employee a step increase that was previously withheld, the improvement shall be indicated on the report and the Personnel Officer may specifically recommend the restoration of any step increase which had been withheld, effective the first day of the pay period following the date of the report. The employee's salary anniversary date shall thereafter be the date of the increase.

10. Probationary Period

a) Regular Appointment Following Probationary Period

All original and promotional appointments shall be tentative and subject to a probationary period of not less than six (6) months of actual service to be determined for each class by the Personnel Officer. The Personnel Officer may extend such probationary period up to six (6) additional months. The Personnel Officer shall notify the subject probationary employee, two weeks prior to the termination of any probationary period.

If the service of the probationary employee has been satisfactory to the Personnel Officer, then he/she shall file a statement in writing to such effect and stating that the retention of such employee in the service is recommended. If such a statement is not filed, the employee will be deemed to be unsatisfactory and his/her employment terminated at the expiration of the probationary period. Where a statement of satisfactory service has not been filed notice of the termination shall be served on the terminated employee by the Personnel Officer after the expiration of the probationary period.

b. Objective of Probationary Period

The probationary period shall be regarded as a part of the selection process. It is a time during which the City determines whether work performance or work-related behavior meets the required standards of the position.

c. Rejection of Probationary Employee

During the probationary period, an employee may be rejected at any time by the Personnel Officer without the right of grievance, appeal or hearing. Notification of rejection by the Personnel Officer shall be served on the subject probationary employee.

d. Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of such probationary period by reason of failure of the Personnel Officer to file a statement that the employee's services have been satisfactory, shall be reinstated to the position from which the employee was promoted in the manner provided in the Personnel Ordinance and these Personnel Rules for positions in the competitive service. If there is no vacancy in such position, the employee may request to be placed on a Re-Employment List.

11. Seniority

a. Qualification

1. A probationary employee shall have no seniority until the employee has completed his/her probationary period. Upon completion of the probationary period, the employee will acquire seniority from the date of hire.
2. Whenever more than one person is appointed to the same class on the same day, the seniority of each individual will be equal.

b. Loss of Seniority

Seniority shall not be broken by vacations, sick time, any authorized leave of absence, or call to military service.

All seniority rights shall be lost by an employee if he/she:

1. Leaves City service.
2. Is terminated.
3. Does not return to work when being recalled after a layoff.
4. Is laid off for one (1) year without being recalled.

c. Effect of Classification Change on Rate of Compensation

Effective the date this Agreement is ratified and approved by the City Council, on a prospective, going forward basis, when an employee is moved permanently and not on a temporary or interim basis from one classification to another which has a higher salary, the employee shall move to the step in the salary range which is at least equal to a five percent (5%) salary increase to the position the employee is moved from, however, an employee cannot receive more than the top of the salary range.

ARTICLE 7 RETIREMENT

A. RETIREMENT FORMULA

Effective immediately the City shall during the term of the Agreement pay the rate prescribed for the Employer contribution into the PERS fund in accordance with the rules and regulations governing such employer contributions.

B. EMPLOYEE CONTRIBUTION

Employees shall contribute their portion of the PERS fund in the following manner:

1. All employees shall contribute the full employee portion of their PERS cost formula based on their retirement tier.
2. All employees retirement contributions shall be on a pre-tax basis.

**ARTICLE 8
HEALTH AND WELFARE**

A. HEALTH AND WELFARE

1. Health, Dental and Vision Insurance

The City will continue its medical, dental and vision plans in effect. Employees covered by the medical program, including spouse and/or dependents, will pay the cost outlined in PPO/HMO plan.

2. Other Insurance Contribution (Opt Out Benefit)

- a. With proof of other insurance, the City shall contribute up to three hundred dollars (\$300) per month for each employee not enrolled in the City's Health and Welfare plan. The City contribution shall not exceed the health premium the employee is paying with a maximum of three hundred dollars (\$300) per month.
- b. Eligible employees (i.e., with proof of other insurance) may continue this benefit as long as the employee continues to be employed with the City and does not discontinue enrollment in the benefits.
- c. An employee receiving the opt out benefit of up to three hundred dollars (\$300) will be required to submit proof of other insurance to the City on an annual basis and must notify the City if that insurance is discontinued for any reason. Proof of insurance will be shown by a group health insurance employee benefits card.
- d. Employees wishing to re-enroll in the City Plan may do so during the City's open enrollment or if there is a change in the spousal plan (i.e. plan is discontinued or spouse is terminated)

3. Group Life Insurance Benefits

The City will provide each full time employee with fifty thousand dollars (\$50,000) of term insurance with Accidental Death and Dismemberment coverage at no cost to the employee. Employees may also, through this plan, purchase additional coverage at the group rate.

**ARTICLE 9
HOURS OF WORK AND OVERTIME**

A. HOURS OF WORK

- 1. The standard workday for employees shall be eight (8) hours and the standard workweek shall be forty (40) hours to be worked within five (5) consecutive days.

2. All employees shall be entitled to one paid fifteen (15) minute rest period during the first consecutive four (4) hour period of work and one paid fifteen (15) minute rest period during the second consecutive four (4) hour period of work. Rest periods will be scheduled as close as possible to the middle of each four (4) hour period.
3. All employees shall be allowed an unpaid lunch period of at least thirty (30) minutes and not more than sixty (60) minutes in length, for every workday. Every effort will be made to provide this lunch period during the middle of the workday.

B. OVERTIME

1. All authorized actual time worked over eight (8) hours, or over forty (40) hours in any workweek or any authorized actual time worked on a regularly scheduled day off will be compensated at the applicable overtime rate. If an employee is required to work during the employee's meal period, with the approval of the employee's supervisor, and if no alternate meal period is taken, said time shall be compensated at the applicable overtime hourly rate of pay if the time worked exceeds that of the employee's normal schedule/shift.

Overtime shall be either paid to the employee or compensated with compensatory time off (CTO), at the discretion of the employee.

2. Call Back- Employees called back into work without prior notice and after they have left the assigned work area for the day, shall receive pay for a minimum of two (2) hours at the applicable overtime rate commencing from the time the employee receives the call and ending when the employee returns home, except that the employee shall be paid for a maximum of one-half (1/2) hour of travel time each way, unless such call-in precedes an employee's scheduled shift. This same guarantee of a minimum of two (2) hours at the overtime rate shall also apply to the situation of "extended workdays" whereby an employee is assigned to work overtime for more than thirty (30) minutes past their normal quitting time, and at least four (4) hours prior notice has not been given the employee by the City. This section of the Agreement must be evenly applied to all employees when operational needs permit.

Employees receiving stand-by pay and who perform any work duties during that day, convert from stand-by pay to call back time for the time worked or the minimum call-back, whichever is longer.

3. Telephone Calls- Employees who are called at home to assist with City work that must be accomplished, but are not called to a worksite, shall receive a minimum of fifteen (15) minutes of pay for each such call. Calls such as attempts to locate the employee or provide information on changes in work schedules are not compensable for the purpose of this provision.

4. There shall be no pyramiding or duplication of overtime or premium rates.
5. In clarification of the above, it is the policy of the City that overtime work is to be discouraged. However, in case of emergency or whenever the public interest requires, the City Manager, or any department head or designee with respect to any employee in the department head's or designee's department, may require an employee to perform overtime work. No employee, shall be entitled to compensation or compensating time off for overtime work unless such overtime work is approved as provided in this Agreement.
6. Excluding holidays, all employees shall be compensated for approved overtime work by additional pay as follows for holiday overtime compensation:
 - a. Work performed in excess of eight hours on a regular workday and work performed on a Saturday which is a day off but not a holiday shall be compensated at one and one-half times the applicable hourly rate. Work performed in excess of twelve hours on a regular workday or on a Saturday shall be compensated at double time the applicable hourly rate.
 - b. Work performed on a Sunday which is a regular day off shall be compensated for at twice the applicable hourly rate.
 - c. Overtime shall not be credited for units of overtime less than one-tenth of an hour, and fractional units of overtime less than one-tenth of an hour shall not accumulate.
 - d. Employees who wish to work voluntary overtime shall submit a request in writing to their supervisor.
Departments shall endeavor to distribute overtime work as equally as practicable within a work unit, with the understanding that many factors, such as expertise, job location, employee availability, etc. can and will influence overtime assignments.
 - e. The City shall not adjust a regular workweek schedule during said workweek to avoid the payment of overtime.

C. COMPENSATORY TIME OFF

1. Effective with City Council approval of this MOU, an employee has the option to accrue CTO in lieu of cash payment for overtime hours worked for the first eighty (80) hours of overtime worked in a fiscal year. At management's discretion, an employee may accrue additional CTO in lieu of cash for overtime hours worked subject to the limitations noted below. CTO may only be used for time off and may not be cashed out except upon separation from employment.

However, in the last pay period of each fiscal year any unused CTO which is not carried over to the next fiscal year will be cashed out by the City at the employee's base rate of pay.

2. The employee may accrue a CTO balance not to exceed eighty (80) hours. Employees may carry over a maximum of eighty (80) hours of their CTO balance to the next fiscal year, and the employee will not be allowed to accrue any additional CTO until the carried over balance is below eighty (80) hours. A request for carry over of hours, including the number of hours to be carried over, must be submitted in writing to the department/division no later than May 30 of each year.
3. Employees who have reached the maximum eighty (80) hour accrual shall be given cash payment for additional overtime hours worked until such balance has been reduced below the maximum allowable amount of eighty (80) hours.
4. CTO shall be accumulated at the applicable straight time, time and one-half, or double time rate for the time worked.
5. The use of accumulated CTO shall be requested, and subject to approval, the same as is vacation.

D. STANDBY PAY

Employees may be assigned standby duty on a rotating basis at the discretion of management. An employee assigned standby duty will be required to carry a pager or City cell phone and shall refrain from consuming alcohol or taking any substance which may impair the employee's ability to perform all required duties. Employees on standby duty are required to respond, and shall report to the work site within one hour of being paged. Standby pay shall be \$2.25 per hour.

Time spent on standby duty shall not be considered hours worked, and standby pay shall not be included in the calculation of an employee's regular rate of pay under the Fair Labor Standards Act. In the event an employee on standby duty is required, and does report to the work site after leaving the assigned work area for the day, the employee will be compensated as provided in the Call Back section of this Agreement.

In the event an employee on standby duty responds to a telephone call regarding City work, but does not report to the work site, the employee shall be compensated as provided in the Telephone Call section of this Agreement and not pursuant to the Call Back section.

**ARTICLE 10
LEAVES**

A. VACATION

Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work schedule in a month. Each employee shall accrue vacation at the following rate:

Years of Continuous Employment:	Accrual Rate (hrs per month)
Less than 5	8
More than 5 less than 10	10
More than 10 less than 15	12
More than 15	16

Subject to operational needs, the time when vacation leave shall be taken by the employee shall not be unreasonably denied. Employee vacation leave requests shall be submitted and granted or denied in writing in a timely manner. Vacation leave can only be cancelled when unanticipated emergency operational needs require it.

An employee's vacation balance may not accrue for more than double the amount earned during a year. If an employee is unable to take vacation time to lower their balances below the accrual cap due to conditions within the City, the employee will be allowed to cash up to one-half of the accrued vacation amounts.

B. SICK LEAVE

1. Accrual of Sick Leave

Every full-time, regular and probationary employee shall accrue sick leave time at the rate of 8 hours per month. Permanent part-time employees accrue sick leave at a ratio determined by the actual number of hours worked, but not less than one (1) hour for every thirty (30) hours worked.

Sick leave with pay can only be granted by the recommendation of the Personnel Officer of the employee, in the case of disabilities due to illness, injury, or pregnancy.

2. Evidence of Illness

The Personnel Officer may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave was requested.

3. Penalty for Sick Leave Abuse

When in the judgment of the Personnel Officer, the employee's reasons for being absent because of alleged sickness are inadequate, he/she shall indicate on the payroll time report that the absence was without leave and without pay.

In addition, the Personnel Officer may impose such disciplinary action as in his/her discretion seems warranted, following procedures set forth in these Personnel Rules.

4. Sick Leave and Temporary Disability

A City employee who is entitled to temporary disability indemnity under the State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of his/her full salary.

When accumulated sick leave, or vacation, or both, are exhausted, the employee is still entitled to receive disability indemnity.

5. Sick Leave for Dependent Care

A regular employee may use a maximum of three (3) days of sick leave per fiscal year for the care of relatives who are ill, injured or pregnant and who are living in the employee's household.

6. Illness While on Vacation

An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation, provided that:

- a. Immediately upon return to duty, the employee submits to the Personnel Officer a written request for sick leave and a written statement is signed by the employee's physician stating the nature and dates of the illness;
- b. The Personnel Officer approves the granting of such sick leave.

7. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

8. Payment for Unused Sick Leave

Upon death, retirement for disability or for service or layoff, but not if dismissed or terminated for cause, each employee will receive payment for unused accumulated sick leave, at his/her final rate of pay as follows:

Years of Service	Percentage of Unused Sick Leave Paid
After 1 year	5%
After 2 years	10%
After 3 years	15%
After 4 years	20%
After 5 years	25%
After 10 years	35%

But in no event shall the total amount of this payment exceed \$2,500. This payment shall be in a lump sum in the employee's final payroll check.

C. MATERNITY LEAVE

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid pregnancy disability leave for up to four (4) months.

1. Notice and Certification Requirements

- a. Requests for pregnancy disability leave should be submitted in writing as soon as the employee determines with reasonable certainty the date and intended duration of the pregnancy disability leave. Pregnancy disability leave must be approved by the Personnel Officer before the leave begins.

The request must be supported by a written certification from the attending physician stating that the employee is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work.

- b. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the Personnel Officer prior to being taken. Requests for an extension of leave must be submitted in writing to the Personnel Officer prior to the agreed date of return and must be supported by a written certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition.

2. Compensation During Leave

Pregnancy disability leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then any other accrued paid time off during the leave.

3. Benefits During Leave

- a. An employee on pregnancy disability leave may receive any group health insurance coverage that was provided before the leave on the same terms as provided to other employees who become disabled off-duty, if: 1) the employee is eligible for concurrent family and medical care leave; and 2) the employee has not already exhausted this twelve (12) week group health insurance coverage benefit in the current family and medical care leave eligibility period.

The City may recover premiums it paid to maintain health coverage, as provided by the family and medical leave laws, if an employee does not return to work following pregnancy disability leave.

- b. An employee on pregnancy disability leave who is not eligible to receive group health insurance coverage as described above may receive health insurance coverage in conjunction with COBRA guidelines by making monthly premium payments to the City. The City will not pay for fringe benefits for employees during Pregnancy Disability Leave.
- c. Sick and Vacation Leave Accrual: Sick leave and vacation leave do not accrue while an employee is on unpaid pregnancy disability leave.

4. Reinstatement

- a. Upon the expiration of pregnancy leave and the City's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.
- b. If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position, provided that such a comparable position is available.
- c. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the City will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.
- d. An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

D. LEAVE OF ABSENCE WITHOUT PAY

An employee may request a leave of absence without pay which will be reviewed by the City Manager on a case by case basis.

E. HOLIDAYS

The following holidays are recognized as paid holidays for all employees:

January 1 – New Years' Day
Third Monday in January – Martin Luther King Jr. Day
Third Monday in February – Washington's Birthday
Good Friday
March 31 – Cesar Chavez Day
Fourth Monday in May – Memorial Day
July 4 – Independence Day
First Monday in September – Labor Day
November 11 – Veteran's Day
Fourth Thursday in November – Thanksgiving Day
Fourth Friday in November – Day after Thanksgiving
December 24 (1/2 day) – Christmas Eve
December 25 – Christmas Day
December 31 (1/2 day) – New Years' Eve

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day named. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day named. When a holiday falls on a scheduled vacation day the employee shall not be charged the vacation day. If an employee is required to work on a holiday, the employee will be compensated at time and one half. Any employee who works on a shift basis and whose regular schedule requires him/her to work on a holiday, shall be paid at the rate of time-and one-half the hourly equivalent of his/her salary at the discretion of the Department Head.

F. BEREAVEMENT LEAVE

An employee shall be allowed up to three (3) days of City paid leave for bereavement based on the death of an employee's spouse, parent, child, brother sister, father-in-law, mother-in-law, grand-parents, or any relative residing in the employee's household. Requests for bereavement leave in excess of three (3) days for this purpose shall be subject to approval of the City Manager and will be charged to accumulated sick leave. If attendance at a service requires travel of five hundred (500) miles or more, an employee may be allowed to use two (2) days of sick leave, for a total absence of five (5) days.

G. JURY DUTY

An employee required to report for jury duty shall be granted a leave of absence with pay from his/her assigned duties while attending court, including travel time. If the employee is on jury duty, but is not required to attend court on a regularly scheduled workday for that employee, the employee will work on that day.

All fees received by the employee for jury duty, other than mileage or subsistence allowance will be remitted to the City within thirty (30) days of receipt of the fees.

If an employee who is called for jury duty works a schedule other than a normal day schedule (swing shift, night shift or weekends), the employee's regular work schedule for the period of jury duty will be changed to a Monday through Friday day shift schedule. In order for this schedule change to occur, the employee must notify the supervisor of their schedule for jury duty within one (1) scheduled work day after receiving notice from the Court.

ARTICLE 11 CERTIFICATIONS AND PAY ALLOWANCES

A. DISTRIBUTION AND TREATMENT OPERATORS CERTIFICATE INCENTIVE

Employees in classifications for which possession of a State of California issued Water Distribution Operator Certificate, Water Treatment Operator Certificate, Wastewater Treatment Plant Operator Certificate shall receive additional compensation in the for of pay in the following manner:

Upon presentation by employee of a Certificate as described above, the employee shall be entitled to incentive pay which shall be in addition to the regular base salary of the employee. The amount of incentive pay shall be determined and established by the Department Head and City Manager. Incentive pay shall be awarded in two and one half percent (2.5%) increments in addition to the regular base salary of the employee. Maximum incentive pay for any one employee for all certifications shall not exceed five percent (5%). Employees shall maintain current certifications during the course of employment in order to continue to receive incentive pay. Incentive pay shall cease whenever a certification is no longer valid.

The City agrees to pay, on an annual basis, up to one hundred fifty dollars (\$150) of the employee's cost of maintaining current certifications. The employee shall be responsible for any amount over one hundred fifty (\$150) dollars.

B. CERTIFICATION INCENTIVE PROGRAM

1. Unit members shall be eligible for a minimum of a two and one half percent (2.5%) to a five percent (5%) salary increase, not to exceed five percent (5%) of base pay, with approval of the City Manager, for completion of a certificate program at a community college or four year college institution; or for any certification above the minimum required in the job description which improves job skills, knowledge and general upgrading of the position. Unit members shall obtain prior written approval of all such programs from the Department Director or City Manager.

2. Definitions: For the purpose of this Section, the term “certification” means a diploma or other document (certificate) issued by an agency acceptable to the City Manager stating that the person to whom the certificate was issued has successfully completed the course of study and has demonstrated the knowledge and skills necessary to perform the work described in the certificate.

C. UNIFORM ALLOWANCE

- a. Uniform Allowance

Each employee in the Public Works Department shall be eligible to receive new uniforms annually purchased by the City of Orange Cove, in an amount not to exceed \$300. Employees will be eligible to purchase/receive a safety jacket not to exceed \$150. Employees hired prior to January 1, 2014, will have the amount received reported to CalPERS.

- b. Safety Equipment Allowance

Each employee in the Public Works Department shall be eligible for an allowance of \$275 per year for required safety footwear as a safety equipment allowance. Safety footwear is required. The \$275 allowance will be paid directly to the vendor.

**ARTICLE 12
JOB DESCRIPTIONS**

A. NEW OR REVISED JOB DESCRIPTIONS

It is recognized that the establishment of new or revised job classifications within the Unit covered by this Agreement may be warranted because of changes in job content or services offered by the City. Under such circumstances, the City shall prepare and submit to the Union the proposed descriptions and proposed appropriate rate ranges for such job classifications as will have been determined to be within the Unit covered by this Agreement. Upon request of the Union and where legally required, the Union and the City will meet and confer over the job descriptions and/or proposed salary changes.

**ARTICLE 13
SAFETY**

A. COOPERATION

The City and the Union agree to cooperate in placing in effect and maintaining safety rules and practices that will eliminate hazards and insure safe working conditions at all times. No employees will be required to perform any work or take any undue risk in the performance of his/her work under conditions that are dangerous to life or limb, or are injurious to his/her health or that of other employees or the public, or which do not meet the requirements of the applicable laws of the Federal Government or State of California.

**ARTICLE 14
CONTRACTING OUT**

A. CONTRACTING OUT

The City shall not contract out for goods and services performed by bargaining unit employees during the term of this MOU.

**ARTICLE 15
OUT OF CLASSIFICATION PAY**

A. OUT OF CLASSIFICATION PAY

An employee is temporarily working out of class when he/she spends a majority of their work time in any one day performing the duties, as outlined in the attached job descriptions, of a higher level classification. When an employee is performing those duties, for one full day or more, he/she will be paid out of class pay at the salary the employee would receive if promoted into that classification.

When such a temporary assignment to a higher classification is to be filled by an employee, the City shall, whenever practicable, distribute such temporary assignments evenly among available qualified employees at the work location.

The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions.

**ARTICLE 16
LAYOFF**

A. STATEMENT OF INTENT

Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment in the competitive service in the interest of economy or because the necessity for a position no longer exists, the employee holding such position of employment may be laid off or demoted in lieu of layoff without taking disciplinary action and without the right of appeal.

B. NOTIFICATION

Any employee who is to be laid off shall be given, whenever possible, at least 14 calendar days prior notice.

C. VACANCY AND DEMOTION IN LIEU OF LAYOFF

Except as otherwise provided, whenever there is a reduction in the workforce, the Personnel Officer shall first demote the affected employee to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with subsection 12.07 of the City of Orange Cove Personnel Rules and is qualified. All persons so demoted shall have their names placed on the Re-employment List.

D. EMPLOYEE RIGHTS

An employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower class in which the affected employee once had permanent status. For the purpose of this section and subsection 12.05 of the City of Orange Cove Personnel Rules, seniority includes all periods of full-time service at or above the class level where layoff is to occur.

E. SENIORITY

In order to retreat to a former or lower class, an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Personnel Officer within five (5) working days of receipt of notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

F. ORDER OF LAYOFF

The order of layoff of employees shall be established by the Personnel Officer on the recommendation of the Department Head involved. The Department Head shall take into consideration length of service of employees in preparing a recommended layoff list; provided however, that no regular or probationary employee shall be laid off from his/her position in any department while any emergency, temporary or provisional employee is serving in the same class in that department. In each class, employees shall be laid off according to employment status in the following order: emergency, temporary, provisional, probationary, and regular.

1. Emergency, Temporary, Provisional and Probationary Employees

Except as otherwise provided herein, emergency, temporary, provisional, and probationary employees shall be laid off according to the needs of the City as determined by the Personnel Officer.

2. Regular Employees

In any case where there are two or more regular employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least 30 days and no more than 12 months prior to layoff as follows:

- First, all employees having ratings of "required improvement,"
- Second, all employees having ratings of "effective - meets standard,"
- Third all employees having ratings of "exceeds standards."

Employees within each category shall be laid off in inverse order of seniority in City service.

G. RE-EMPLOYMENT LIST

The names of persons laid off or demoted in lieu of layoff in accordance with these Personnel Rules shall be placed upon a Re-employment List. Except as otherwise provided in these Personnel Rules or the Personnel Ordinance, Re-employment Lists from different departments or made at different times for the same class shall be combined into a single list. Such list shall be used by the Personnel Officer when a vacancy arises in the same or lower class before certification is made from an Eligibility List.

H. DURATION OF RE-EMPLOYMENT LIST

Names of persons laid off shall be carried on a re-employment list for one year, except that persons appointed to permanent positions of the same level as those which were laid off, shall, upon such appointment, be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall remain on the list for the higher position for one year.

I. RE-EMPLOYMENT OF REGULAR AND PROBATIONARY EMPLOYEES

The names of regular and probationary employees laid off or demoted in lieu of layoff shall be placed upon Re-employment Lists for one (1) year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made.

Persons whose names are placed on Re-employment Lists in accordance with this subsection, and who are re-employed within the prescribed period, shall be regarded as having been on leave of absence during this period of absence and entitled to all benefits accruing from such leave.

J. SENIORITY LISTS

A seniority list of represented employees shall be made available to the Union on the first working day in September of each year, and after review with the Union, said list shall be posted by each Department and copies made available for ready inspection.

The City shall immediately after effecting a layoff provide the Union a list of those employees who have been laid off, with their seniority status. Said list shall be know as Recall List and shall be updated as necessary.

**ARTICLE 17
SAVINGS CLAUSE**

A. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 18
TERM OF AGREEMENT**

A. TERM

This Agreement commences July 1, 2019 and shall remain in effect up through and including June 30, 2022.

**ARTICLE 19
REOPENER**

A. REOPENER

At any time during the term of this Agreement, each party may reopen one Article relating only to an economic/cost to the City of this Agreement, meaning the City may select one economic Article and the Union may select one economic Article for reopener bargaining upon a showing to the other party that in the reopening party's opinion such reopener has become necessary. During these reopeners, all Articles of this Memorandum of Understanding shall remain in full force and effect until either final agreement, unilateral implementation, or expiration of the entire Memorandum of Understanding.

DATED:

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 39, AFL-CIO

CITY OF ORANGE COVE

BY: _____
BART FLORENCE
BUSINESS MANAGER-SECRETARY

BY: _____
RUDY HERNANDEZ
INTERIM CITY MANAGER

STAHLY ROBERT ALDRICH
PRESIDENT

VICTOR LOPEZ
MAYOR

STEVE CROUCH
DIRECTOR OF PUBLIC EMPLOYEES

MARINA MAGDALENO
BUSINESS REPRESENTATIVE

DAVID LOPEZ
NEGOTIATING COMMITTEE

JUAN RIVERA
NEGOTIATING COMMITTEE

DATED:

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 39, AFL-CIO

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VICTOR LOPEZ
MAYOR**

**_____
STEVE CROUCH
DIRECTOR OF PUBLIC EMPLOYEES**

**_____
MARINA MAGDALENO
BUSINESS REPRESENTATIVE**

**_____
DAVID LOPEZ
NEGOTIATING COMMITTEE**

**_____
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NEGOTIATING COMMITTEE

JUAN RIVERA
NEGOTIATING COMMITTEE

Exhibit A
City of Orange Cove Salary Schedule
2% Salary Increase Effective 7 / 1 /19

JOB TITLE	A	B	C	D	E
	2.00%	2.00%	2.00%	2.00%	2.00%
Accounting Technician III/Bldg					
HOURLY RATE	20.56	21.59	22.66	23.81	25.00
MONTHLY RATE	3564.29	3742.86	3928.50	4126.51	4333.37
ANNUAL RATE	42771.46	44914.27	47141.95	49518.14	52000.42
Accounting Technician III/ Deputy City Clerk					
HOURLY RATE	20.56	21.59	22.66	23.81	25.00
MONTHLY RATE	3564.29	3742.86	3928.50	4126.51	4333.37
ANNUAL RATE	42771.46	44914.27	47141.95	49518.14	52000.42
Account Clerk I					
HOURLY RATE	16.24	17.03	17.89	18.79	19.72
MONTHLY RATE	2814.66	2952.56	3101.07	3256.66	3417.54
ANNUAL RATE	33775.87	35430.72	37212.86	39079.87	41010.53
Account Clerk II					
HOURLY RATE	17.89	18.79	19.72	20.71	21.74
MONTHLY RATE	3101.07	3256.66	3417.54	3589.04	3767.61
ANNUAL RATE	37212.86	39079.87	41010.53	43068.48	45211.30
Senior Accounting Technician *** Y Rated'					
HOURLY RATE	26.93	28.27	29.69	31.17	32.74
MONTHLY RATE	4667.52	4900.90	5146.65	5403.01	5675.28
ANNUAL RATE	56010.24	58810.75	61759.78	64836.10	68103.36
Senior Accounting Technician					
HOURLY RATE	23.27	24.42	25.64	26.92	28.26
MONTHLY RATE	4032.81	4232.59	4444.75	4665.75	4899.13
ANNUAL RATE	48393.70	50791.10	53337.02	55989.02	58789.54

Exhibit A
City of Orange Cove Salary Schedule
2% Salary Increase Effective 7 / 1 /19

JOB TITLE	A	B	C	D	E
	2.00%	2.00%	2.00%	2.00%	2.00%
City Clerk/Executive Assistant					
HOURLY RATE	27.70	29.08	30.54	32.06	33.76
MONTHLY RATE	4801.89	5040.57	5293.39	5556.82	5852.08
ANNUAL RATE	57622.66	60486.82	63520.70	66681.89	70224.96
Dispatch					
HOURLY RATE	15.82	16.61	17.44	18.31	19.23
MONTHLY RATE	2742.17	2878.30	3023.28	3173.56	3332.68
ANNUAL RATE	32906.02	34539.65	36279.36	38082.72	39992.16
Police Record Clerk I					
HOURLY RATE	16.83	17.68	18.56	19.49	20.46
MONTHLY RATE	2917.20	3063.94	3217.76	3378.65	3546.61
ANNUAL RATE	35006.40	36767.33	38613.12	40543.78	42559.30
Police Record Clerk II					
HOURLY RATE	18.54	19.48	20.45	21.47	22.54
MONTHLY RATE	3214.22	3376.88	3544.84	3721.64	3907.28
ANNUAL RATE	38570.69	40522.56	42538.08	44659.68	46887.36
Senior Coordinator					
HOURLY RATE	11.97	12.57	13.18	13.85	14.55
MONTHLY RATE	2075.63	2178.18	2284.26	2400.94	2521.17
ANNUAL RATE	24907.58	26138.11	27411.07	28811.33	30254.02

Exhibit A
City of Orange Cove Salary Schedule
2% Salary Increase Effective 7 / 1 /19

JOB TITLE	A	B	C	D	E
	2.00%	2.00%	2.00%	2.00%	2.00%
Building Official					
HOURLY RATE	22.26	23.37	24.54	25.77	27.06
MONTHLY RATE	3857.78	4050.49	4253.81	4465.97	4690.50
ANNUAL RATE	46293.31	48605.86	51045.70	53591.62	56286.05
Public Works Superintendent					
HOURLY RATE	39.39	41.36	43.42	45.58	47.88
MONTHLY RATE	6828.02	7169.24	7526.38	7901.19	8298.99
ANNUAL RATE	81936.19	86030.88	90316.51	94814.30	99587.90
Public Works Supervisor					
HOURLY RATE	23.28	24.43	25.65	26.94	28.28
MONTHLY RATE	4034.58	4234.36	4446.52	4669.29	4902.66
ANNUAL RATE	48414.91	50812.32	53358.24	56031.46	58831.97
Maintenance Worker					
HOURLY RATE	15.80	16.59	17.42	18.29	19.94
MONTHLY RATE	2738.63	2874.77	3019.74	3170.02	3456.44
ANNUAL RATE	32863.58	34497.22	36236.93	38040.29	41477.28

Exhibit A
CITY OF ORANGE COVE SALARY SCHEDULE
2% Salary Increase Effective 7 / 1 /19

JOB TITLE					
	A	B	C	D	E
	2.00%	2.00%	2.00%	2.00%	2.00%
Maintenance Worker II					
HOURLY RATE	17.42	18.29	19.94	21.09	22.14
MONTHLY RATE	3019.47	3170.27	3456.27	3655.60	3837.60
ANNUAL RATE	36233.60	38043.20	41475.20	43867.20	46051.20
Waste Water Operator III					
HOURLY RATE	25.95	27.24	28.60	30.03	31.53
MONTHLY RATE	4498.00	4721.60	4957.33	5205.20	5465.20
ANNUAL RATE	53976.00	56659.20	59488.00	62462.40	65582.40
Waste Water Plant Operator I					
HOURLY RATE	21.34	22.41	23.53	24.71	25.95
MONTHLY RATE	3698.93	3884.40	4078.53	4283.07	4498.00
ANNUAL RATE	44387.20	46612.80	48942.40	51396.80	53976.00
Waste Water Plant Operator II					
HOURLY RATE	23.53	24.71	25.95	27.24	28.60
MONTHLY RATE	4078.53	4283.07	4498.00	4721.60	4957.33
ANNUAL RATE	48942.40	51396.80	53976.00	56659.20	59488.00

Exhibit A
City of Orange Cove Salary Schedule
2% Salary Increase Effective 7 / 1 / 19

JOB TITLE					
	A	B	C	D	E
	2.00%	2.00%	2.00%	2.00%	2.00%
Waste Water Plant Operator					
Training					
HOURLY RATE	16.61	17.44	18.31	19.23	20.19
MONTHLY RATE	2879.07	3022.93	3173.73	3333.20	3499.60
ANNUAL RATE	34548.80	36275.20	38084.80	39998.40	41995.20
Chief Plant Waste Water Operator					
HOURLY RATE	29.38	30.93	32.55	34.27	36.07
MONTHLY RATE	5092.53	5361.20	5642.00	5940.13	6252.13
ANNUAL RATE	61110.40	64334.40	67704.00	71281.60	75025.60
Chief Plant Water Operator					
HOURLY RATE	29.38	30.93	32.55	34.27	36.07
MONTHLY RATE	5092.53	5361.20	5642.00	5940.13	6252.13
ANNUAL RATE	61110.40	64334.40	67704.00	71281.60	75025.60
Water System Operator III					
HOURLY RATE	25.95	27.24	28.60	30.03	31.53
MONTHLY RATE	4498.00	4721.60	4957.33	5205.20	5465.20
ANNUAL RATE	53976.00	56659.20	59488.00	62462.40	65582.40
Water System Operator I					
HOURLY RATE	21.34	22.41	23.53	24.71	25.95
MONTHLY RATE	3698.93	3884.40	4078.53	4283.07	4498.00
ANNUAL RATE	44387.20	46612.80	48942.40	51396.80	53976.00
Water System Operator II					
HOURLY RATE	23.53	24.71	25.95	27.24	28.60
MONTHLY RATE	4078.53	4283.07	4498.00	4721.60	4957.33
ANNUAL RATE	48942.40	51396.80	53976.00	56659.20	59488.00

**MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”)
BETWEEN CITY OF ORANGE COVE (“City”) AND CITY OF ORANGE COVE
PEACE OFFICERS ASSOCIATION (“OCPOA” or “Association”) BARGAINING UNIT**

WHEREAS, the City and OCPOA desire to continue promoting systematic and coordinated administration of employee relations between the City and its employees and of protecting the public interest by assuring the orderly and uninterrupted operations and services of City government, both parties agree to enter into this MOU.

In all matters of employee relations referenced in this document and other personnel matters, employees of the Peace Officers Association are exclusively represented by the OCPOA.

ARTICLE 1 – TERM AND REOPENER

A. This Agreement shall define the terms of employment between the City and the OCPOA and shall be effective upon ratification by OCPOA members and adoption by the City Council and shall remain in effect July 1, 2019 up through June 30, 2022.

B. At any time during the term of this Agreement, each party may reopen one Article relating only to an economic/cost to the City of this Agreement, meaning the City may select one economic Article and the Association may select one economic Article for reopener bargaining upon a showing to the other party that in the reopening party’s opinion such reopener has become necessary. During these reopeners, all Articles of this MOU shall remain in full force and effect until either final agreement, unilateral implementation, or expiration of the entire MOU.

ARTICLE II – GOVERNING LAWS

A. The legal relationship between the City, and the employees shall be governed by the following:

1. California Government Code section 3500 et seq. (Meyers-Milias -Brown Act).
2. City Of Orange Cove Personnel Rules for the City Personnel System (“Personnel Rules”).
3. Provisions of the Fair Labor Standards Act.

B. Employees shall be governed by all existing ordinances and resolutions of the City except as specifically modified by this Agreement. However, if the Personnel Rules conflict with this Agreement, this Agreement shall prevail,

ARTICLE III - CITY RIGHTS

Nothing here in this Agreement shall be construed to restrict any legal or inherent exclusive rights of the City with respect to matters of general legislative or managerial policy, which include, but are not limited to the following:

- A. The exclusive right to determination the mission of its constituents, departments, commissions and boards.
- B. Set standards of service or determine the procedures and standards of selection for employment.
- C. Direct its employees and the work of its employees.
- D. Terminate and discipline employees in a lawful manner at the discretion of the City Manager pursuant to the rules of the Personnel Rules.
- E. Relieve or layoff its employees from duty because of lack of work, inclement weather conditions, or for other reasons within the discretion of the City Council.
- F. Maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted.
- G. Take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.
- H. Hire, promote, demote, transfer, assign, and classify employees within the City and Police Departments established personnel guidelines and determine the content or classification and job titles.
- I. Take action as may be necessary to carry out the mission of the agency in emergencies.
- J. Determine the methods, means and personnel by which operations are to be carried on.
- K. Determine its budget, organization merits, and level of any activity or service provided to the public.
- L. The City reserves the right and authority to adopt rules and regulations not inconsistent with law which shall be applicable to any and all departments of the City in establishing and enforcing the employee relations program provided for herein.

ARTICLE IV - EMPLOYEE RIGHTS

- A. **Right to Join, Form, Participate:** As provided for by Government Code section 3500 et seq., employees shall have the right to form, join and participate in the activities of employee organizations of their choosing for the purpose of representation on all matters of employee relations, as well as the right to refuse to join or participate in the activities of employee organizations, and shall have the right to represent themselves individually in their employment relations with the City, as provided by law.
- B. **Right of Representation:** Any employee shall have the right to be represented in his or her employment relations with the City, as well as the right to appear on his or her own behalf in his or her employee relations with the City.

- C. **Scope of Representation:** The scope of representation shall include matters relating to employment conditions including, but not limited to, wages, hours, and other terms and conditions of employment, except that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by the City or any accommodation for an individual protected under the Americans with Disabilities Act, when such accommodations are in compliance with City's Disability Discrimination Policy and Complaint Procedure.
- D. **Discrimination by City:** The City agrees not to interfere with or discriminate in any way against any employee by reason of his or her membership in employee association activities. The City agrees not to intimidate any employee, not to attempt to restrain any employee, nor in any way to limit the full and free expression of any employee's right to participate in lawful activities.
- E. **Discrimination by Employees:** Employees shall not interfere with, intimidate or discriminate in any manner against any employee by reason of his or her choice not to belong or be a member of any Association or partake in the activities thereof
- F. The provisions of this Agreement shall be applied equally to all employees without favor or discrimination because of legally protected categories including but not limited to race, color, sex, age, national origin, or political or religious opinions or affiliations.
- G. **At Will Employees Only:** All employees shall be hired or terminated at the direction of the City Manager pursuant to the rules of the personnel system. Nothing in this Agreement shall be construed to infer that any City employee has any tenure or vested rights to employment with the City.
- H. **Other Employees - Part-time, temporary, seasonal, provisional or special circumstance employees are excluded from this Agreement.**

ARTICLE V – ASSOCIATION RECOGNITION

- A. **Association Recognition:** The City acknowledges OCPOA as the exclusive recognized employee organization representing City Of Orange Cove Peace Officers Association Bargaining Unit as defined in the Personnel Rules.
- B. **Meet and Confer.**
 - 1. The City and the Association mutually agree to meet and confer in good faith promptly upon the request of one another, and mutually agree to continue to meet and confer in good faith for a reasonable time in order to exchange freely information, opinions and proposals and to endeavor to reach a successor Agreement on matters within the scope of representation at least one week prior to the last regular Council meeting at which the City's budget must be adopted for the ensuing fiscal year.
 - 2. Accommodations made on an individual basis in order to comply with the Americans with Disabilities Act shall not be subject to this meet and confer requirement.
- C. **Association Representative and Officers:** The City and the Association recognize and agree to deal with one another's accredited officers and representatives in matters relating to grievances and the interpretation of this MOU.

- D. Unit Description: OCPOA shall consist of the following classifications: Police Sergeant, Police Officer, Police Records Manager, **[Police Records Clerk and Administrative Assistant?]**. [HCM response: no]
- E. Payroll Deduction: The City shall allow payroll deductions on behalf of the OCPOA to be made in accordance with City guidelines.

VI – WORK PERIODS, OVERTIME, AND WORK SCHEDULE

A. Work Period: For sworn members of the Police Department the work period shall be defined as 86 hours of work in a fourteen calendar day period, but subject to call at any time.

B. Schedules: The City Manager or Police Chief may alter or arrange the schedule of employees' hours to fit the needs of the Police Department, allowing or requiring employees to work more or less hours than theretofore enumerated.

C. Overtime: For sworn members of the Police Department overtime is defined as assigned and authorized hours actually worked in excess of 86 in a fourteen day work period. For purposes of calculating overtime, time during which an employee does not actually work shall not be considered. Employees who are required to work overtime shall be compensated at time and one half their base salaries (as defined by the Fair Labor Standards Act) as either compensatory time or paid time at the employee's discretion per the guidelines established under the Personnel Rules. The request for paid time must be made during the work period that the overtime is earned.

D. Authorization: All overtime shall be reviewed by the Police Chief prior to any work. The City Manager may review overtime prior to disbursement.

E. Compensatory Time - Compensatory time carried over from one fiscal year to the next shall not exceed 80 hours. Employees (including Sergeants) planning to use compensatory time will provide the City with five (5) working days' the written notice and said request will be approved if desired-staffing levels are able to be maintained. Employees with more than 80 hours compensatory time on the books at the time of this agreement may not earn additional compensatory time; all circumstances which previously would have resulted in additional compensatory time will be compensated as overtime pursuant to this agreement.

1. Any Member who accrues the maximum of 80 hours of compensatory time, and who is unable to use the compensatory time because shift coverage is unavailable, or the OCPOA member is needed for work, may be allowed to cash out up to one half of his/her compensatory time, upon approval by the Police Chief.

F. [HCM: I do not believe this is applicable as POA is only sworn personnel] Work Period Non Sworn Personnel. The regular work week is defined as 40 hours of work during a calendar week, but subject to call at anytime. Work periods are defined as 80 hours of work in a fourteen (14) calendar day period. For purposes of calculating overtime, time during which an employee does not actually work shall not be considered.

All overtime shall be reviewed by the Police Chief prior to any work. The City Manager may review overtime prior to disbursement.

G. Call-out and Standby Pay. Any employee placed on court standby in connection with their official duties on his or her day(s) off shall receive a minimum of two hours pay at a rate equivalent to one and one-half times the straight time hourly rate, and shall receive pay for the actual amount of time spent in court at a rate equivalent to one and one-half times the straight time hourly rate, whichever is greater. Officers on court standby, if issued a pager, will be required to carry such while on standby. When contacted, the officer will respond to court within the time frame specified by Department policy. The Chief of Police may develop other reasonable procedures.

H. Any employee who is recalled to work one (1) hour after the conclusion of, or prior to, his or her normal shift is entitled to compensation at one and one-half times his or her normal hourly rate, at a minimum of two hours or actual time worked, whichever is greater. This minimum applies only to call back.

I. For Sworn Members of the Police Department, the work period shall be defined as 84 hours of work in a fourteen calendar day period, but subject to call at any time.

VII – EMPLOYEE BENEFITS

A. Uniform Allowance and/or Uniform Provision: Regular full-time, sworn employees of the Police Department shall receive a uniform allowance of \$900 per year.

B. Mileage. Prior to using his/her privately owned automobile, employees must attempt to and use a City vehicle if available. In the event an employee shall occasionally use his or her privately owned automobile for City business during the course of their employment, and meet the minimum requirements established in the City, said employee shall be compensated at the rate established by City per IRS standards cents per mile; provided that no City employee shall use his or her privately owned automobile for City business during the course of their employment without prior approval of the Chief of Police or City Manager. The employee must demonstrate proof of auto liability insurance prior to such approval.

C. Education Reimbursement. Any employee desiring special training within his City vocation may be reimbursed for partial tuition expense thereof, provided that said employee shall receive the prior recommendation of the Police Chief and approval of the City Manager and shall complete the training course with a minimum grade of "C" or its equivalent. Any veteran's allowance or other education benefit payable to said employee with respect thereto shall be deducted from this reimbursement. In the event any employee receiving such reimbursement resigns his/her position, all reimbursement for tuition expenses paid to said employee within the past 12 months shall be returned to the City.

D. Holidays. See Personnel Rules Section 10.02. In addition, the parties agree to continue meeting and conferring within 60 days following ratification and adoption of this Agreement to consider possible alternatives to recognized holiday time off.

1. In lieu of any of the paid Holiday provisions set forth in Section 10.02 of the City's Personnel Rules, all OCPOA members shall be compensated for the Recognized Holiday set forth in Section 10.02A of the City's Personnel Rules in the amount of Two Thousand dollars (\$2,000.00) annually. Said amount shall be paid in two lump sum payment of One Thousand dollars (\$1,000.00) each, payable in the first paycheck of December and June of each year.

Any OCPOA member who is not employed as January 1st of the calendar year, shall receive a pro-rata share of the Two Thousand Dollars (\$2,000.00).

2. Starting July 1, 2019 City agrees to increase the Holiday Lieu from 2,000 to 3,500.

E. Vacation. See Personnel Rules Section 10.01.

1. In lieu of the maximum vacation accrual provisions set forth in Section 10.01B of the City's Personnel Rules, in the event an OCPOA member accrues the maximum amounts of the his/her anniversary date, and the OCPOA member is unable to take vacation time because shift coverage is unavailable, or the OCPOA member is needed for work, the OCPOA member may be allowed to cash out to one half of his/her accrued vacation, upon approval by the Police Chief.

F. Sick Leave. See Personnel Rules 10.03.

G. Health and Welfare: The City Council shall determine the group health and life insurance provider. The City will continue its medical, dental and vision plans in effect. Employees covered by the medical program, including spouse and/or dependents, will pay the costs outlined in the proposed HMO plan, including co-pay of Thirty Dollars (\$30.00). The PPO plan will remain the same. After the contract is in place, the City and OCPOA will look at alternative plans and ways to effectively provide health and welfare benefits to the employees.

1. Effective July 1, 2015, with proof of other insurance, the City shall contribute three hundred dollars (\$300) per month for each employee not enrolled in the City's Health and Welfare Plan. The City contribution shall not exceed the health premium the employee is paying with a maximum of three hundred dollars (\$300). Eligible employees (i.e. with proof of other insurance) may continue this benefit as long as the employee continues to be employed with the City and does not discontinue enrollment in the benefits.

All employee receiving the opt out benefit of up to three hundred dollars (\$300) will be required to submit proof of other insurance to the City on an annual basis and must notify the City if that insurance is discontinued for any reason. Proof of insurance will be shown by a group health insurance employee benefits card.

Employee wishing to re-enroll in the City Plan may do so during the City's open enrollment of if there is a change in the spousal Plan (i.e. plan is discontinued or spouse is terminated)

H. Group Life Insurance Benefits. The City will provide each fulltime employee with Fifty Thousand Dollars (\$50,000.00) of term insurance with accidental death and dismemberment coverage at no cost to the employee. Employees may also, through this plan, purchase additional coverage at the group rate.

City will continue the existing Long-Term Disability program, for sworn employees. [HCM: need subheading for this?]

I. Bereavement Leave. See Personnel Rules section 10.04.

J. Retirement. The City shall maintain in effect for all current sworn bargaining unit members the Public Employees' Retirement System (PERS) 2% at 50 Plan. As soon as allowed by PERS, employees shall pay 5% towards the employee contribution of the PERS cost formula. Final compensations for PERS retirement purposes will be calculated and based on a 3-year average of employees' salaries.

1. The Members of OCPOA agree pay the employee full portion starting January 2016 in regards to contributions to CALPERS.

ARTICLE VIII – SALARIES

Salary ranges for bargaining unit employees will be listed in a salary schedule to be attached as Appendix A and incorporated herein after the City completes the same and discusses its accuracy with the Association. Effective at the ratification of this Agreement and approval by the City Council, there will be no salary increases and all salaries shall remain the current status.

Employees assigned canine responsibilities shall receive seven hours of release time each 14-day work period which is compensation for the employees' off-duty canine duties.

The City agrees to meet with OCPOA no later than May 1, 2016 to review and implement a salary increase of not less than 2.5% and not more than 3.5%. The POA acknowledges that salary increases will be subject to the City's Budget. If the City agrees to the minimum of 2.5% the OCPOA agrees to freeze the step increases for fiscal year 2016/2017.

The City agrees to meet with OCPOA not later than May, 2017 to review and implement a COLA of not less than 1.5% and not more than 3.5%. OCPOA acknowledges that COLA increases will be subject to the City Budget. If City agrees to implement the minimum COLA increase, OCPOA agrees to freeze the salary step increase for fiscal year 2017-2018

The OCPOA proposes the pay scale (attachment A) with one step increase retroactive to July 1, 2015 and freeze the steps for fiscal year 2016-2017 and 2017-2018 if the City agrees to the minimum COLA increases.

Adoption of the Salary Schedule attached hereto as exhibit A, and incorporated herein by reference.

1. City agrees to implement a 2% COLA pay increase effective July 1, 2019.
2. City agrees to meet with OCPOA no later than May, 2020 to review and implement a salary increase of not less than three percent (3%) and not more than 5% . The POA acknowledges that salary increases will be subject to the City's Budget.
3. City agrees to implement a 5% pay increase to Officers when assigned to a FTO (Field Training Officer) duties effective July 1, 2019.

ARTICLE IX – RANDOM DRUG TESTING

All sworn personnel including reserves are subject to random drug test. The specific standards and policy will be prepared by the City and discussed with OCPOA within 60 days of ratification and approval of this Agreement and will be effective immediately thereafter.

ARTICLE X – PHYSICAL FITNESS TESTING

All sworn personnel are required to complete physical fitness tests at the direction of the Chief of Police.

ARTICLE XI – GENERAL PROVISIONS

- A. Nothing in this Agreement shall abrogate any portion of any existing Agreement hiring or appointing or establishing conditions of employment for the employees of the City Of Orange Cove. However, when in conflict, this Agreement supersedes the City's Personnel Rules.
- B. Nothing in this Agreement shall be construed to deny any person or employee the rights granted by Federal and State law and/or City ordinances. The provisions of this Agreement shall be subject to all current and future applicable Federal and State laws and existing City ordinances, rules and regulations.
- C. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Agreement.

ARTICLE XII – SEPARABILITY

If any provision of this Agreement, or the application of such provisions to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE XIII – PRIOR ACTIONS SUPERSEDED

This Agreement is intended as an MOU setting forth the full and entire agreement of the City and its employees regarding the matters covered hereby. All other prior enactments and agreements relating to the subject matter hereof are superseded and terminated in their entirety.

ARTICLE XIV – MODIFICATION

During the life of this MOU, should either party desire to modify its terms, such party shall request in writing to meet and confer on the item, which shall be specified in writing. Meeting and conferring shall not be required on any matter preempted or specifically provided for by state or federal law, including, without limitation, the Americans with Disabilities Act. No changes in this Agreement shall be made without the mutual consent of both the Association and the City, and any such changes shall be in writing and signed by both parties.

IN WITNESS WHERE OF, the parties hereto set their hands this _____ day

of _____, 2019.

**FOR THE ORANGE COVE PEACE
OFFICERS ASSOCIATION
BARGAINING UNIT**

FOR THE CITY:

**JOSE PUGA, PRESIDENT
OCPOA**

RUDY HERNANDEZ, INTERIM CITY MANAGER

46129.1 OR010-004

June Bracamontes

From: Louie Long <louie.long@reedleycollege.edu>
Sent: Monday, September 9, 2019 1:15 PM
To: June Bracamontes
Cc: 'Rudy Hernandez'
Subject: RE: Christmas Tree Harvest

Hi June,

I can tell you the costs that I am aware of. There is a \$200 access fee required by Southern California Edison to enter the property. The Reedley College Forestry Club pays the fee. We also coordinate with the crane operator (Doug Koerper) to make sure that he has a crane available on harvest day. Likewise, we coordinate with Southern California Edison to find a tract of their forest that we can harvest the trees from as well as to identify some possible candidates for harvest. On the day of harvest, Reedley College Forestry students participate in the harvest by rigging the trees and helping with the loading. In return we ask that each city donate \$275 to the Reedley College Forestry Club. The money is used to support student activities and for charitable giving by the Club throughout the year. It is up to each city to arrange for payment for crane services as well as to arrange for flatbed services to haul the tree down the hill. I do not know these costs. I've included Doug's business contact information below.

Shaver Lake Crane Service:
Doug Koerper Construction Services
dougkoerper@yahoo.com
PO Box 484
Shaver Lake, CA 93664

I hope this helps,
Louie

From: June Bracamontes <jvb@cityoforangecove.com>
Sent: Monday, September 9, 2019 11:37 AM
To: Louie Long <louie.long@reedleycollege.edu>
Cc: 'Rudy Hernandez' <rudy@cityoforangecove.com>
Subject: RE: Christmas Tree Harvest

Can you give us the cost for the tree, we may need to present to Council

From: Louie Long <louie.long@reedleycollege.edu>
Sent: Sunday, September 8, 2019 4:26 PM
To: June Bracamontes <jvb@cityoforangecove.com>
Cc: 'Rudy Hernandez' <rudy@cityoforangecove.com>
Subject: RE: Christmas Tree Harvest

Thank you for responding so quickly June.

Regards,
Louie

ORDINANCE NO. 387

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AMENDING TITLE 8 OF THE ORANGE COVE MUNICIPAL CODE PERTAINING TO PROHIBITION OF SMOKING BY THE AMENDMENT OF CHAPTER 8.32 AND PROVIDING FOR THE PUBLICATION, ENACTMENT AND EFFECTIVE DATE THEREOF

WHEREAS, the development and mass marketing of electronic cigarettes and vaping has resulted in the marketing of potential harmful products; and

WHEREAS, the City Council of the City of Orange Cove has determined it is in the best interests of the residents and the children of Orange Cove to further regulate the City's prohibition of smoking in City areas by expanding the definition of smoking to include these new products; and,

NOW, THEREFORE, the City Council of the City of Orange Cove does hereby ordain as follows:

SECTION I: Title 8 of the Orange Cove Municipal Code is hereby amended by the amendment of Chapter 8.32, and, as amended, shall read as follows:

Chapter 8.32

SMOKING PROHIBITION

8.32.010. Smoking prohibited in city buildings, vehicles and recreation areas.

- (a) For the purpose of "smoke" or "smoking" see definitions in Section 8.32.030.
- (b) Smoke or smoking is prohibited inside all city buildings, vehicles and recreation areas at all times. "City buildings" includes but is not limited to the following named facilities; Orange Cove City Hall, Police Station, Fire Department, Transit Center, Public Works, Waste Water, Community Center, Senior Center, Feinstein Park and Recreation Center, Sportsplex, Community Services Department, Corporation Yard buildings and all other buildings and facilities owned or operated by the city. "City vehicles" means all motor vehicles owned or operated by the city, including but not limited to police vehicles, fire vehicles, ambulances and all other vehicles owned by the city. "City recreation areas" means all city parks owned or operated by the city, including but not limited to future parks and public places.
- (c) The city manager or his or her designee shall be responsible for posting "no smoking" signs in all city-owned or operated buildings governed by this section.

8.32.020. Prohibition of smoking and use of tobacco products in city facilities, vehicles and on city recreation areas.

- (a) Findings. The City Council finds and declares as follows:

- (1) The City believes parents, leaders, and officials involved in recreation are role models for youth and can have a positive effect on the lifestyle choices they make.
 - (2) Reliable studies have shown that breathing second-hand smoke is a significant health hazard for certain population groups, including elderly people, children, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease. Tobacco use causes death and disease and continues to be an urgent public health challenge.
 - (3) Exposure to secondhand smoke occurs at significant levels outdoors. The California Air Resources Board placed secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant. The U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke.
 - (4) Medical studies have shown that health hazards induced by breathing secondhand smoke include lung cancer, respiratory infection, decreased exercise tolerance, decreased respiratory function, bronchoconstriction, and bronchospasm.
 - (5) Smoking and tobacco use in the proximity of children and adults engaged in activities in recreation areas is detrimental to their health and can be offensive to those using such facilities.
 - (6) Cigarette butts and packaging are often discarded on the ground, creating additional maintenance expenses, diminished beauty of the City's recreational facilities, and pose a risk to toddlers due to ingestion.
 - (7) Community youth groups have determined that the prohibition of tobacco use at the City's recreational facilities serves to protect the health, safety, and welfare of the citizens in our City.
 - (8) Smokeless tobacco is not a safe alternative to smoking and causes its own share of death and disease. It is associated with oral, esophageal, and pancreatic cancers and with increased risk for heart disease and stroke, stillbirth and preterm delivery, and Parkinson's disease.
 - (9) State law prohibits smoking within 25 feet of playgrounds and tot lots and expressly authorizes local communities to enact additional restrictions.
- (b) Intent. It is the intent of the City Council, in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking and tobacco use around non-tobacco users, especially children; by protecting the public from exposure to secondhand smoke where they live, work, and play; by reducing the potential for children to wrongly associate smoking and tobacco use with a healthy lifestyle; and by affirming and promoting a healthy environment in the City.

8.32.030. Definitions:

For the purpose of this Chapter, certain words and terms are defined as follows:

- (a) "Electronic Smoking Device" means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. "Electronic Smoking Device" includes

any such device, whether manufactured and/or distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

- (b) "Recreational Area" means any area including streets and sidewalks owned, controlled or used by the City and open to the general public for recreational purposes, regardless of any fee or age requirement. The term "Recreational Area" includes but is not limited to parks, picnic areas, playgrounds, sports fields, walking paths, gardens, bike paths, golf courses, swimming pools and skateboard parks.
- (c) "Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization, when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine *and* the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "Smoke" includes, but is not limited to, tobacco smoke, Electronic Smoking Device vapors, marijuana smoke, and crack cocaine smoke.
- (d) "Smoking" means inhaling, exhaling, burning, using or carrying any lighted, heated, or ignited cigar, cigarette of any kind, cigarillo, pipe, hookah, Electronic Smoking Device, marijuana, or any plant product intended for human inhalation.
- (e) "Tobacco Product" means any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff and Electronic Smoking Devices. "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

8.32.040. Prohibition of Smoking and Tobacco Product Use.

Smoking and the use of Tobacco Products is prohibited in all Recreational Areas, City Vehicles and City Facilities. Pursuant to CA state law, Health and Safety sections 11362.3 and 11362.79, cannabis smoking is prohibited where tobacco smoking is prohibited

8.32.050. Tobacco Product Sale and Distribution Prohibited.

- (a) No person shall sell, offer for sale, or exchange, or offer for exchange for any form of consideration tobacco products in any City Recreational Area, City Vehicles or City Facilities.
- (b) No person shall engage in the non-sale distribution of any tobacco product in City recreational Areas, City Vehicles or City Facilities.

8.32.060. Disposal of Smoking or Tobacco Product.

No person shall dispose of used Smoking or Tobacco Product waste within the boundaries of an area in which Smoking or Tobacco Product use is prohibited

8.32.070. Signage. The city manager or his or her designees shall be responsible for posting "no smoking" signs in all recreation areas.

SECTION II: If any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. City Council hereby declares that it would have adopted the ordinance and each section, sub-section, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, or portions to be declared invalid or unconstitutional.

SECTION III: The City Clerk is authorized to cause this ordinance or a summary of this ordinance to be published in a newspaper of general circulation in the City of Orange Cove, within fifteen days after its adoption. If a summary of the ordinance is published, the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted at City Hall at least five days prior to the meeting at which the ordinance is adopted and again after the meeting at which it is adopted. The ordinance shall become effective thirty days after its adoption.

.....

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Orange Cove held on September 11, 2019 and was passed and adopted at a regular meeting of the City Council held on September 28, 2019 , by the following vote:

AYES:

NOES:

ABSENT:

MAYOR OF THE CITY OF ORANGE COVE

ATTEST:

CITY CLERK

From: Jesus Mendoza [<mailto:jesus.mendoza@ccejn.org>]
Sent: Tuesday, September 03, 2019 4:43 PM
To: ynava@cityoforangecove.com
Subject: Reserve Space for Community Meeting 9/26/19

Hi, Ms Nava.

Per our conversation, here is our inquiry pertaining to reserving a space at the community center/ or any alternative space which holds a minimum of 30 occupants.

When: Thursday, September 26th, 2019

Time: 6PM to 8PM

What: Open to the general public meeting regarding public health, environment, research, exposure, resources, tools, and solutions. Would like to hear the community's concerns on their health and environment. Will also update on academic research in collaboration with Colorado State University, Fort Collins where OC families participated.

Who: Central California Environmental Justice Network is a non-profit organization which works with community members and other stakeholders on addressing issues related to environmental justice, public health, and advocacy.

Any concerns or questions, please let me know. Thank you...have a good afternoon.

In Solidarity,

Jesus Mendoza
CCEJN
Community Organizer
559-540-1621
www.ccejn.org