

RECEIVED  
OCT 31 2019  
City of Orange Cove

# MEMORANDUM OF UNDERSTANDING

By and Between

The City of Orange Cove

And

THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
STATIONARY ENGINEERS, LOCAL 39



2019 - 2022

## Table of Content

Article 1.....	4
Preamble.....	4
A. Sole Agreement.....	4
B. Governing Laws.....	4
Article 2.....	5
A. Union Recognition.....	5
B. Authorized Agents.....	5
C. Recognition of Mutual Obligation.....	5
D. Lockout and Strike.....	6
E. Exchange of Information.....	6
F. Union Bulletin Boards.....	6
G. Notice for Request of Leave to Attend Meet and Confer Sessions.....	6
Article 3.....	7
A. Discrimination.....	7
Article 4.....	7
A. Access.....	7
B. Union Representation Rights.....	7
C. Employee Time Off.....	8
D. Union Membership and Dues Deduction.....	8
E. List of New Employees and Eligible Lists.....	9
Article 5.....	9
A. Grievance and Arbitration Procedure.....	9
B. Discipline.....	15
Article 6.....	22
A. Salaries.....	22
B. Salary Step Advancement and Probationary Periods.....	23
Article 7.....	30
A. Retirement Formula.....	30
B. Employees Contribution.....	30
Article 8.....	31
A. Health and Welfare.....	31

<b>Article 9.....</b>	<b>31</b>
A. Hours of Work.....	31
B. Overtime.....	32
C. Compensatory Time Off.....	33
D. Standby Pay.....	34
 <b>Article 10.....</b>	 <b>35</b>
A. Vacation.....	35
B. Sick Leave.....	35
C. Maternity Leave.....	37
D. Leave of Absence Without Pay.....	38
E. Holidays.....	39
F. Bereavement Leave.....	39
G. Jury Duty.....	39
 <b>Article 11.....</b>	 <b>40</b>
A. Distribution and Treatment Operators Certificate Incentive.....	40
B. Certification Incentive Program.....	40
C. Uniform Allowance.....	41
 <b>Article 12.....</b>	 <b>41</b>
A. New or Revised Job Descriptions.....	41
 <b>Article 13.....</b>	 <b>42</b>
A. Cooperation.....	42
 <b>Article 14.....</b>	 <b>42</b>
A. Contracting Out.....	42
 <b>Article 15.....</b>	 <b>42</b>
A. Out of Classification Pay.....	42
 <b>Article 16.....</b>	 <b>43</b>
A. Statement of Intent .....	43
B. Notification.....	43
C. Vacancy and Demotion in Lieu of Layoff.....	43
D. Employee Rights.....	43
E. Seniority.....	43
F. Order of Layoff.....	44
G. Re-employment List.....	44

H. Duration of Re-employment List.....	44
I. Re-employment of Regular and Probationary Employees.....	45
J.10 Seniority Lists.....	45
 Article 17.....	45
A. Savings Clause.....	45
 Article 18.....	45
A. Term.....	45
 Article 19.....	46
A. Reopener.....	46
Exhibit A – Salary Schedule.....	

**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:

<b>Years of Continuous Employment:</b>	<b>Accrual Rate (hrs per month)</b>
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:

<b>Years of Service</b>	<b>Percentage of Unused Sick Leave Paid</b>
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 known 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

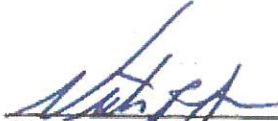
BY:



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



**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%
<b>Accounting Technician III/Bldg</b>					
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
<b>Accounting Technician III/ Deputy City Clerk</b>					
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
<b>Account Clerk I</b>					
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
<b>Account Clerk II</b>					
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
<b>Senior Accounting Technician *** Y Rated</b>					
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
<b>Senior Accounting Technician</b>					
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%
<b>City Clerk/Executive Assistant</b>					
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
<b>Dispatch</b>					
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
<b>Police Record Clerk I</b>					
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
<b>Police Record Clerk II</b>					
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
<b>Senior Coordinator</b>					
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%
<b>Building Official</b>					
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
<b>Public Works Superintendent</b>					
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
<b>Public Works Supervisor</b>					
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
<b>Maintenance Worker</b>					
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%
<b>Maintenance Worker II</b>					
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
<b>Waste Water Operator III</b>					
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
<b>Waste Water Plant Operator I</b>					
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
<b>Waste Water Plant Operator II</b>					
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%
<b>Waste Water Plant Operator Training</b>					
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
<b>Chief Plant Waste Water Operator</b>					
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
<b>Chief Plant Water Operator</b>					
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
<b>Water System Operator III</b>					
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
<b>Water System Operator I</b>					
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
<b>Water System Operator II</b>					
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

DATED:

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 39, AFL-CIO

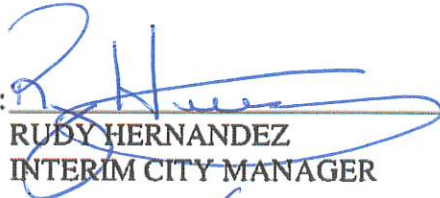
CITY OF ORANGE COVE

BY:



BART FLORENCE  
BUSINESS MANAGER-SECRETARY

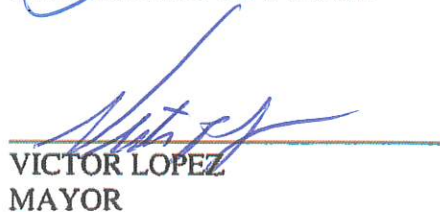
BY:



RUDY HERNANDEZ  
INTERIM CITY MANAGER



STAHLY ROBERT ALDRICH  
PRESIDENT



VICTOR LOPEZ  
MAYOR



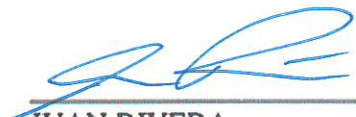
STEVE CROUCH  
DIRECTOR OF PUBLIC EMPLOYEES



MARINA MAGDALENO  
BUSINESS REPRESENTATIVE



DAVID LOPEZ  
NEGOTIATING COMMITTEE



JUAN RIVERA  
NEGOTIATING COMMITTEE

**DATED:**

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 39, AFL-CIO

CITY OF ORANGE COVE

BY:



BART FLORENCE  
BUSINESS MANAGER-SECRETARY

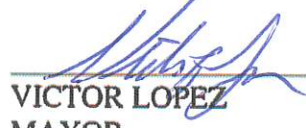
BY:



RUDY HERNANDEZ  
INTERIM CITY MANAGER



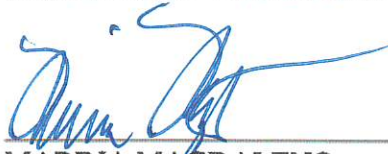
STAHLY ROBERT ALDRICH  
PRESIDENT



VICTOR LOPEZ  
MAYOR



STEVE CROUCH  
DIRECTOR OF PUBLIC EMPLOYEES



MARINA MAGDALENO  
BUSINESS REPRESENTATIVE



DAVID LOPEZ  
NEGOTIATING COMMITTEE



JUAN RIVERA  
NEGOTIATING COMMITTEE