



**AGENDA
ORANGE COVE CITY COUNCIL
REGULAR MEETING
Wednesday, September 25, 2024
6:30 PM**

City of Orange Cove Council Chambers
633 6th St.
Orange Cove, CA 93646

ZOOM Information

<https://us06web.zoom.us/j/81287134691?pwd=9F2FpKeW5rWGv5PTaznnbEo29ztFYs.1>

Meeting ID: 812 8713 4691

Passcode: 832232

1. CALL TO ORDER/WELCOME

Roll call
Invocation
Flag Salute (Pledge of Allegiance)

2. CONFIRMATION OF AGENDA

3. PRESENTATIONS

- None Scheduled

4. CONSENT

(All items listed under the consent calendar category are considered routine. The complete consent calendar will be enacted by one motion by ROLL CALL VOTE. For purposes of discussion, any council member may have an item removed from the consent calendar and made part of the regular agenda. The Council can then approve the remainder of the consent calendar).

- 4.a. Minutes of the August 08, 2024, Special Meeting of Orange Cove City Council *Cisneros*
- 4.b. Minutes of the August 27, 2024, Special Meeting of Orange Cove City Council *Cisneros*
- 4.c. Minutes of the August 28, 2024, Special Meeting of Orange Cove City Council *Cisneros*
- 4.d. Minutes of the August 28, 2024, Regular Meeting of Orange Cove City Council *Cisneros*
- 4.e. Warrant Register for August 2024 *Jimenez*
- 4.f. Consideration and Necessary Action to Approve Resolution No. 2024-27 authorizing the City of Orange Cove to prepare applications for local, state and federal programs, projects, and authorize the City Manager to execute the necessary assurances and administer the programs *Dominguez*

5. PUBLIC HEARING

- 5.a. **SUBJECT:** Consideration and Necessary Action on to approve the close-out of the 20-CDBG-CV2-3-00007 Subsistence Payments Program *Dominguez*

RECOMMENDATION: Approve the close-out of the 20-CDBG-CV2-3-00007 Subsistence Payments Program

6. REGULAR BUSINESS

- 6.a. **SUBJECT:** Consideration and Necessary Action of Approval of July 1, 2024, to June 30, 2026, Memorandum of Understanding with Local 39 *Crouch*

RECOMMENDATION: Staff recommends that the council approve July 1, 2024, to June 30, 2026, Memorandum of Understanding with Local 39

- 6.b. **SUBJECT:** Discussion of the new Fire Protection & Emergency Response Services Assessment Ballot

7. ADMINISTRATION

- 7.a. **Public Works Director & City Engineer** *Dominguez*
SUBJECT: Department Report by Assistant City Manager/
Public Works Director Dario Dominguez
RECOMMENDATION: *Informational Only*
- 7.b. **Building & Planning Department** *Patlan*
SUBJECT: Department Report by Planning & Building
Director Encarnacion "Shun" Patlan
RECOMMENDATION: *Informational Only*
- 7.c. **Police Department** *Peña*
SUBJECT: Department Report by Police Department
Chief of Police Javier Peña
RECOMMENDATION: *Informational Only*
- 7.d. **Orange Cove Fire Protection District** *Fire Chief*
SUBJECT: Department Report by O.C. Fire
Protection District Fire Chief
RECOMMENDATION: *Informational Only*

8. PUBLIC COMMENTS

Notice(s) to the Public: This is the opportunity for any member of the public to address the City Council on any item over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public shall limit their remarks to three (3) minutes and no more than 15 minutes per topic.

9. CITY MANAGER'S REPORT

10. CITY ATTORNEY'S REPORT

11. CITY COUNCIL COMMUNICATIONS

12. CLOSED SESSION

A closed session is needed to discuss the following matter:

Conference with Real Property Negotiations (Â§ 54956.8)

Property: 1300 South Street

Agency Negotiation: Daniel Parra, City Manager

Under Negotiation: Price, terms of payment

13. ADJOURNMENT

ADA Notice: *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 213. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.*

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

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

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

ENFORCEMENT OF DECORUM RULES

(Resolution No. 2012-16)

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

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

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



**ORANGE COVE CITY COUNCIL
SPECIAL MEETING**

Thursday, August 08, 2024, at 5:30 PM
City Council Chambers
633 6th Street, Orange Cove, CA 93646

MINUTES

1. MEETING CALLED TO ORDER

Mayor Guerra-Silva called the meeting to order at 5:30 PM.

ROLL CALL

COUNCIL PRESENT:

Council Member Esperanza Rodriguez

Council Member Josie Cervantes

Mayor Pro Tem Gilbert Garcia

Mayor Diana Guerra-Silva

ABSENT:

Council Member Maria Vacio

CITY STAFF PRESENT: City Manager Parra, Assistant City Manager/Director of Public Works Dominguez, City Attorney Crouch, and City Clerk Cisneros.

Invocation: Mayor Pro Tem Garcia

Flag Salute: Council Member Cervantes

2. CONFIRMATION OF AGENDA

No changes to the agenda

3. CLOSED SESSION

Conference with Labor Negotiators (§54957.6)

Agency designated representatives: Daniel Parra, City Manager

Employee organization: OCPOA

Public Comments was opened regarding agenda item 3.Closed Session (in person & via Zoom). No members of the public spoke.

The meeting went into closed session at 5:33 PM.

4. RECONVENE INTO OPEN SESSION AND REPORT ACTION

The meeting reconvened into open session at 6:00 PM.

There was no reportable action taken on the closed session item.

5. ADJOURNMENT There being no further business, the meeting was adjourned.
at 6:00 PM.

Respectfully submitted,

Cynthia Cisneros
City Clerk

Diana Guerra-Silva
Mayor



ORANGE COVE CITY COUNCIL SPECIAL MEETING

Tuesday, August 27, 2024, at 3:30 PM
City Council Chambers
633 6th Street, Orange Cove, CA 93646
MINUTES

1. MEETING CALLED TO ORDER

Mayor Guerra-Silva called the meeting to order at 3:30 PM.

ROLL CALL

COUNCIL PRESENT:

Council Member Maria Vacio
Council Member Esperanza Rodriguez
Council Member Josie Cervantes
Mayor Pro Tem Gilbert Garcia
Mayor Diana Guerra-Silva

ABSENT:

None

CITY STAFF PRESENT: City Manager Parra, Assistant City Manager/Director of Public Works Dominguez, and City Clerk Cisneros. City Attorney Crouch joined the meeting via Zoom.

Invocation: Mayor Pro Tem Garcia

Flag Salute: Council Member Rodriguez

2. CONFIRMATION OF AGENDA

No changes to the agenda

3. REGULAR BUSINESS

3.a. Consideration and Necessary Action to approve Resolution No. 2024-25, Declaring APNs 378-063-07 and 378-220-19 Exempt Surplus Property

City Attorney Crouch and the City Manager addressed the council. This property is being declared exempt surplus because the city is proposing to transfer the property to Fresno County Housing Authority. The California Department of Housing and Community Development would need to approve the resolution and the agreement. This is the future construction of the Multi-Jurisdictional Housing Element.

Public Comments was opened to discuss agenda item 3.a.(in person & via Zoom).
No members of the public spoke.

The motion was made by Council Member Cervantes to approve Resolution
No. 2024-25, Declaring APNs 378-063-07 and 378-220-19 Exempt Surplus Property
and seconded by Mayor Pro Tem Garcia. The motion carried with the following vote:

AYES: 5 COUNCIL MEMBERS: Cervantes, Garcia, Rodriguez, Vacio, Guerra-Silva
NOES: 0 COUNCIL MEMBERS: None
ABSTAIN: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

4. ADJOURNMENT There being no further business, the meeting was adjourned.
at 3:47 PM.

Respectfully submitted,

Cynthia Cisneros
City Clerk

Diana Guerra-Silva
Mayor



ORANGE COVE CITY COUNCIL SPECIAL MEETING

Wednesday, August 28, 2024, at 6:25 PM
City Council Chambers
633 6th Street, Orange Cove, CA 93646
MINUTES

1. MEETING CALLED TO ORDER

Mayor Guerra-Silva called the meeting to order at 6:25 PM.

ROLL CALL

COUNCIL PRESENT:

Council Member Maria Vacio
Council Member Esperanza Rodriguez
Council Member Josie Cervantes
Mayor Pro Tem Gilbert Garcia
Mayor Diana Guerra-Silva

ABSENT:

None

CITY STAFF PRESENT: Assistant City Manager/Director of Public Works Dominguez, City Attorney Crouch, Director of Planning and Building Patlan, Police Chief Pena, Assistant Finance Director Jimenez and City Clerk Cisneros.

ABSENT:

City Manager Parra

Invocation: Mayor Pro Tem Garcia

Flag Salute: Council Member Vacio

2. CONFIRMATION OF AGENDA

No changes to the agenda

3. REGULAR BUSINESS

3.a. Consideration and Necessary Action to appoint Oligaro Villareal to the City of Orange Cove Planning Commission

City Attorney Crouch addressed the council regarding filling a vacancy in the Planning

Commission to convene an upcoming meeting. In the past meetings, it's been difficult to form a quorum and conduct business.

Assistant City Manager/Director of Public Works Dominguez addressed the council regarding a typo on the name of Oligario Villarreal. The correct spelling is Olegario Villarreal.

Public Comments was opened to discuss agenda item 3.a. (in person & via Zoom). One member of the public spoke.

The motion was made by Council Member Cervantes to appoint Olegario Villarreal to the Planning Commission and seconded by Council Member Rodriguez. The motion carried with the following vote:

AYES: 5 COUNCIL MEMBERS: Cervantes, Rodriguez, Garcia, Vacio, Guerra-Silva

NOES: 0 COUNCIL MEMBERS: None

ABSTAIN: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None

4. ADJOURNMENT There being no further business, the meeting was adjourned at 6:35 PM.

Respectfully submitted,

Cynthia Cisneros
City Clerk

Diana Guerra-Silva
Mayor



ORANGE COVE CITY COUNCIL REGULAR MEETING

Wednesday, August 28, 2024, at 6:30 PM
City Council Chambers
633 6th Street, Orange Cove, CA 93646
MINUTES

1. MEETING CALLED TO ORDER

Mayor Guerra-Silva called the meeting to order at 6:37 PM.

ROLL CALL

COUNCIL PRESENT:

Council Member Maria Vacio
Council Member Esperanza Rodriguez
Council Member Josie Cervantes
Mayor Pro Tem Gilbert Garcia
Mayor Diana Guerra-Silva

ABSENT:

None

CITY STAFF PRESENT: Assistant City Manager/Director of Public Works Dominguez, City Attorney Crouch, Director of Planning and Building Patlan, Police Chief Pena, Assistant Finance Director Jimenez, and City Clerk Cisneros.

ABSENT:

City Manager Parra

Invocation: Council Member Garcia

Flag Salute: Council Member Josie Cervantes

2. CONFIRMATION OF AGENDA

Under the consent calendar, the Minutes for the July 13, 2024, Regular Meeting has a typo on the date. It should read July 03, 2024. There are no other changes.

3. PRESENTATIONS

None

4. CONSENT CALENDAR

- 4.a. Minutes of the June 26, 2024, Regular Meeting of Orange Cove City Council
- 4.b. Minutes of the July 13, 2024, Special Meeting of Orange Cove City Council
- 4.c. Minutes of the July 24, 2024, Regular Meeting of Orange Cove City Council
- 4.d. Warrant Register for July 2024
- 4.e. Consider and Necessary Action to Approve Resolution No. 2024-26 Certifying the City's Intent to Claim Available Measure "C" Transportation Improvement Funding for FY 24/25 and Authorize the Finance Director to Sign the Local Transportation Pass-Through Revenue Certification and Claim Forms and Approving Resolution 2024-26 will allow the City to collect its share/allocation of Measure "C" Transportation Improvement Funding for FY 24/25 for Street Maintenance, ADA Compliance and other authorized uses

Mayor Guerra-Silva pulled agenda item 4.e. and requested for Assistant City Manager/Director of Public Works Dominguez to speak on this item. He approached the podium and addressed the council and public regarding the request for approval of the resolution and the funding received. This item was left under the consent calendar.

The motion was made by Council Member Garcia to approve the consent calendar and seconded by Council Member Cervantes. The motion carried with the following vote:

AYES: 5 COUNCIL MEMBERS: Garcia, Cervantes, Rodriguez, Vacio, Guerra-Silva
NOES: 0 COUNCIL MEMBERS: None
ABSTAIN:0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

5. PUBLIC HEARING

- 5.a. Consideration and Necessary Action on the Second Reading and Adoption of Ordinance No. 397 which Amends Chapter 17.12, Section 17.12.120 of the Orange Cove Municipal Code and Adopt Ordinance No. 397, An Ordinance of the City Council of the City of Orange Cove Amending Orange Cove Municipal Code Chapter 17.12, Section 17.12.120 Relating to the Reduction of Rear Yard Setback Requirements in the R-1-6 Zoning and Conduct a Public Hearing to receive any comments regarding the Zoning Text Amendment

Planning/Building Director Encarnacion "Shun" Patlan addressed the council.

Public Hearing opened at 6:48 PM. The public (in person & via Zoom) is welcome to ask any questions about agenda item. 5.a. There were members of the public who spoke. Public Hearing closed at 6:52 PM.

The motion was made by Council Member Garcia to Adopt Ordinance No. 397, An Ordinance of the City Council of the City of Orange Cove Amending Orange Cove Municipal Code Chapter 17.12, Section 17.12.120 Relating to the Reduction of Rear Yard Setback and seconded by Council Member Vacio.

The motion carried with the following vote:

AYES: 5 COUNCIL MEMBERS: Garcia, Vacio, Cervantes, Rodriguez Guerra-Silva
NOES: 0 COUNCIL MEMBERS: Garcia
ABSTAIN:0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

6. REGULAR BUSINESS

6.a. Consideration and Necessary Action on Tentative Parcel Map No. 2023-01, Singh/Kaur, dividing eight acres into Eight parcels ranging from .9 and 1.10 acres in size located on the West side of Anchor Avenue, 750 North of Park Blvd, and to Approve Resolution No. 2024-23, A Resolution of the City Council of the City of Orange Cove approving Tentative Parcel Map No 2023-01, subject findings, and the "Conditions of Approval" hereby attached

Planning/Building Director Encarnacion "Shun" Patlan addressed the council.

Public Comments was opened to discuss agenda item 6.a. (in person & via Zoom). Several members of the public spoke.

The motion was made by Council Member Cervantes to Approve Resolution No. 2024-23, A Resolution of the City Council of the City of Orange Cove approving Tentative Parcel Map No 2023-01 and seconded by Council Member Rodriguez. The motion carried with the following vote:

AYES: 4 COUNCIL MEMBERS: Cervantes, Rodriguez, Vacio, Guerra-Silva
NOES: 1 COUNCIL MEMBERS: Garcia
ABSTAIN:0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

7. PUBLIC COMMENTS

Several members of the public spoke. No one spoke from via Zoom.

8. CITY MANAGER'S REPORT

9. CITY ATTORNEY'S REPORT

Nothing to report

10. CITY COUNCIL COMMUNICATIONS

- Mayor Pro Tem/Mayor Guerra-Silva informed the public about the Resource Fair tomorrow at the Orange Cove Community Center, hosted by Confia. Information was provided in English/Spanish
- Mayor Guerra-Silva thanked all the volunteers who help in the community

11. CLOSED SESSION

None Scheduled

12. ADJOURNMENT There being no further business, the meeting was adjourned at 7:43 PM.

Respectfully submitted,

Cynthia Cisneros
City Clerk

Diana Guerra-Silva
Mayor

REPORT.: Sep 20 24 Friday
 RUN....: Sep 20 24 Time: 08:15
 Run By.: Danny Jimenez

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 08-24 thru 08-24 Bank Account.: 1010

4e.
 PAGE: 001
 ID #: PY-DP
 CTL: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
051457	08/01/24	BOO01	BOOT BARN, INC	350.00	V00316052	STEEL TOE BOOTS - A.VALENCIA WTP #INV00316052
051458	08/01/24	DWA01	DAVID WELLHOUSE & ASSOCIA	2500.00	1904	PROFESSIONAL SERVICES
051459	08/01/24	FCC02	FRESNO COUNTY CLERK	9345.98	2024-005	MARCH ELECTION 2024
051460	08/01/24	GWL01	GRISWOLD LASALLE	85.00	5230	PROFESSIONAL SERVICES
051461	08/01/24	PRO21	PROFESSIONAL PRINT & MAIL	483.59 778.25 314.94 740.63 363.74 847.74	121018 121049 121050 121335 121336 121357	ENVELOPE #10 WINDOW - NO INDICIA-BLACK INK ENVELOPE - #10 REGULAR - NO INDICIA FULL COLOR ENVELOPE - #10 REGULAR - NO INDICIA BLACK INK ENVELOPE - #10 WINDOW - NO INDICIA - BLACK INK ENVELOPE - #10 REGULAR - NO INDICIA - BLACK INK BLANK LASER CHECKS
Check Total.....:				3528.89		
051462	08/01/24	PUR01	PITNEY BOWES BANK, INC. P	2284.57	JUNE2024	POSTAGE ACCT #8000-9000-0619-3662
051463	08/01/24	TRE01	MINERAL KING PUBLISHING,	440.00	713005	PUBLIC NOTICE - MVT FACILITY BONDS - AMAYA
051464	08/01/24	UNITY	UNITY IT	1118.80 3602.50	366639 366640	PROFESSIONAL SERVICES - 05/01/24 - 05/31/24 PROFESSIONAL SERVICES - 05/01/24 - 05/31/24
Check Total.....:				4721.30		
051465	08/01/24	USB02	US BANK N.A. CM 9705	197260.46	2609278	SUCCESSOR AGENCY - REFUNDING BONDS SERIES 2014
051466	08/01/24	ATM2	FIRSTNET - AT&T MOBILITY	1124.23	X07192024	POLICE PHONES & MDT'S
051467	08/01/24	CIT22	CITRUS GARDENS APARTMENTS	2790.00	24MCL213	SUBSISTENCE/RENT A.M. #213
051468	08/01/24	COC12	CITY OF ORANGE COVE	1373.82	24ALV0053	SUBSISTENCE/WATER C.A #ALV0053
051469	08/01/24	COC12	CITY OF ORANGE COVE	1483.75	24PER0047	SUBSISTENCE/WATER E.F. #PER0047
051470	08/01/24	COC12	CITY OF ORANGE COVE	780.90	24ZAV0049	SUBSISTENCE/WATER M.Z. #ZAV0049
051471	08/01/24	CWS01	CORBIN WILLITS SYSTEM	1137.20	00C407151	PROFESSIONAL SERVICES - MOMSOFTWARE - AUGUST 2024
051472	08/01/24	DIO00	DIONICIO RODRIGUEZ JR.	1344.00	7242024	WEEKEND WTP COVERAGE
051473	08/01/24	FMAAA	FRESNO-MADERA AREA AGENCY	55.45 22.91	002764 002772	SITE SUPPLIES - 04-24 SITE SUPPLIES 05/24
Check Total.....:				78.36		
051474	08/01/24	FOO02	FOOTHILL AUTO TRUCK & AG	81.42	943903	OIL FILTER & OIL - VIH #201

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
051475	08/01/24	FWUA1	FRIANT WATER AUTHORITY	3909.07	117566	SLDMWA EXCH. CONTRACTORS COSTS
051476	08/01/24	GAR04	GARCIA, GILBERT	47.30	FRESNOCOG	MTG. AT FRESNO COUNCIL OF GOV. - MILEAGE REIMB.
051477	08/01/24	ICC02	INTERNATIONAL CODE COUNCI	800.00	001887028	FULL CONFERENCE-MEM BEFORE 091624
051478	08/01/24	ORA23	ORANGWOOD PLAZA LLC	1495.00	24COR111	SUBSISTENCE/RENT D.C. #111
051479	08/01/24	ORC23	ORCHARD VILLAGE APARTMENT	965.00	24ESC2323	SUBSISTENCE/RENT F.E. #2323
051480	08/01/24	ORC23	ORCHARD VILLAGE APARTMENT	1225.00	24LE03113	SUBSISTENCE/RENT L.L #3113
051481	08/01/24	PGE01	PG & E	985.59	24FAR2527	SUBSISTENCE/PG&E E.F. ACCT #6468144252-7
051482	08/01/24	PGE01	PG & E	1736.23	24MOR3904	SUBSISTENCE/PG&E M.M ACCT #6442777390-4
051483	08/01/24	PGE01	PG & E	509.00	24ZAV0634	SUBSISTENCE/PG&E M.Z. ACCT #9099759063-4
051484	08/01/24	QUI05	QUILL CORPORATION	5.15 43.18	39423779 39427416	OFFICE SUPPLIES - PD ACCT #7607802 OFFICE SUPPLIES - PD ACCT #7607802
			Check Total.....:	48.33		
051485	08/01/24	SOC22	SO CAL GAS	1065.83	24ALV3495	SUBSISTENCE/GAS C.A. ACCT #100 914 7349 5
051486	08/01/24	SOC22	SO CAL GAS	435.91	24FAR8428	SUBSISTENCE/GAS E.F. ACCT #019 014 7842 8
051487	08/01/24	SOC22	SO CAL GAS	182.81	24LE09022	SUBSISTENCE/GAS L.L. ACCT# 054 714 6902 2
051488	08/07/24	BOR01	BUREAU OF RECLAMATION	1845.29 337.87 497.00 1247.52 336.00 91.00 2053.21 1481.43 553.00 3196.77 861.00 399.00	804071656 804071657 804071660 804071662 804071663 804071664 804142230 804142231 804142232 804142233 804142234 804142235	CITY WATER PURCHASE #1804071656 CITY WATER PURCHASE #1804071657 CITY WATER PURCHASE #1804071660 CITY WATER PURCHASE #1804071662 CITY WATER PURCHASE #1804071663 CITY WATER PURCHASE #1804071664 CITY WATER PURCHASE #1804142230 CITY WATER PURCHASE #1804142231 CITY WATER PURCHASE #1804142232 CITY WATER PURCHASE #1804142233 CITY WATER PURCHASE #1804142234 CITY WATER PURCHASE #1804142235
			Check Total.....:	12899.09		
051489	08/07/24	EOC01	TARGET EIGHT ADVISORY COU	30030.00 36036.00 87962.00	COC-02 COC-03 3/28/24	COST OF CARE (2) COST OF CARE (3) ANALYST CONTRACT INCREASE

REPORT.: Sep 20 24 Friday
 RUN....: Sep 20 24 Time: 08:15
 Run By.: Danny Jimenez

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 08-24 thru 08-24 Bank Account.: 1010

PAGE: 003
 ID #: FY-DF
 CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Check Total.....:				154028.00		
051490	08/07/24	PCE01	PRECISION CIVIL ENGINEERI	630.00	29156	GENERAL ENGINEERING
				720.00	29158	WWTP FEMA PROJ
				190.00	29755	CENTER ST TRAIL CONN
				440.00	29756	WWTP CLARIFIER
				2370.00	29757	SBI SIDEWALK/BIKE
				618.75	29758	RAILROAD CULVERT DESIGN
				3635.00	29760	SBI 6TH PAVING STREET
				180.00	29920	CIP GENERAL TRANS
				21013.55	29921	SHERIDAN PARK GRANT
				2200.00	29922	EATON PARK
				16666.25	29923	ALLEY PAVING PROJ.
				2100.36	29924	MACIAS TRACT
				4980.00	29925	MACIAS TRACT INSP
				907.50	29926	SEQUOIA PARK GRANT
				9850.00	29927	SBI 6TH PAVING STREET
				1855.00	29928	CIP GENERAL ENG.
				220.00	29929	LEAP GRANT ADMIN
				720.00	29930	WWTP WASH DOWN SYS
				12616.25	29931	PARK BLVD GRANT PROJ.
				2125.89	29932	GENERAL ENGINEERING
				6840.00	29933	SBI SIDEWALK/BIKE
				330.00	29934	PLANNING WELL GRANT
				21586.25	29935	SMALL COMM GRANT DWR
Check Total.....:				112794.80		
051491	08/12/24	HUB01	HUB INTERNATIONAL INSURAN	122868.00	3737107	TRAVELERS PROP INS. FY-25 COMMERCIAL RENEWAL
051492	08/15/24	APV01	VESTIS - ACCOUNTS RECEIVA	99.18	580400278	JANITORIAL SUPPLIES -VP COMMUNITY CNTR #2580400278
				111.79	580400279	JANITORIAL SUPPLIES - SENIOR CENTER #2580400279
				15.01	580400280	UNIFORM SERVICES - WTP #2580400280
				52.73	580400281	UNIFORM SERVICES - PWD #2580400281
				15.11	580400282	UNIFORM SERVICE - WWTP #2580400282
				86.65	580400287	JANITORIAL SUPPLIES - WTP #2580400287
				76.59	580400290	JANITORIAL SUPPLIES - WWTP #2580400290
				264.59	580400293	JANITORIAL SUPPLIES - CITY HALL #2580400293
				207.19	580400294	JANITORIAL SUPPLIES - PWD #2580400294
Check Total.....:				928.84		
051493	08/15/24	ARBS1	ACME ROTARY BROOM SERVICE	1267.99	2583	CONTROL CLUSTER - SWEEPER
				779.91	2584	GUTTER BROOMS - SWEEPER
Check Total.....:				2047.90		
051494	08/15/24	COC12	CITY OF ORANGE COVE	2333.37	24CAN0025	SUBSISTENCE/WATER M.R. #CAN0025

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
051495	08/15/24	COC12	CITY OF ORANGE COVE	924.56	24GUI0001	SUBSISTENCE/WATER P.G.#GUI0001
051496	08/15/24	ECN01	RAUL HERRERA ECN POLYGRAP	250.00	JULY-2024	PRE-EMPLOYMENT POLYGRAPH -H.MEDINA #OCPD-JULY-2024
051497	08/15/24	KRC01	KRC SAFETY CO, INC.	986.50	64585	STREET SIGNS
051498	08/15/24	LAW04	LAW & ASSOCIATES INVESTIG	800.00	24-134	BACKGROUND NEW HIRE - H.MEDINA
051499	08/15/24	NTU01	NTU TECHNOLOGIES INC	8937.70	12047	CHEMICALS
051500	08/15/24	PAR34	DANIEL T. PARRA	409.50 405.00	0136 0159	MEDICAL REIMB. MEDICAL REIMB.
Check Total.....:				814.50		
051501	08/15/24	PC007	PATRICK CHAFFEE	9625.00 8500.00	OC-004 OC-005	BANK REC/AUDIT PREP PROFESSIONAL SERVS. - ADUIT PREP SERVICES
Check Total.....:				18125.00		
051502	08/15/24	PGE01	PG & E	659.29	24ALA8523	SUBSISTENCE/PG&E M.A. ACCT #3229441852-3
051503	08/15/24	PGE01	PG & E	929.18	24GUT4557	SUBSISTENCE/PG&E F.G. ACCT #1483964455-7
051504	08/15/24	PGE01	PG & E	838.45	24LEO7456	SUBSISTENCE/PG&E I.L. ACT #2011124745-6
051505	08/15/24	PGE01	PG & E	2666.63	24ROD2742	SUBSISTENCE/PG&E M.R. ACCT #9159392274-2
051506	08/15/24	SOC22	SO CAL GAS	84.06	24ALA9627	SUBSISTENCE/GAS M.A. ACCT #021 192 4962 7
051507	08/15/24	SOC22	SO CAL GAS	585.36	24GUI1002	SUBSISTENCE/GAS P.G. ACCT #124 014 8100 2
051508	08/15/24	TTS02	STEELE PRINTING	450.54	B1233	ANIMAL CONTROL DOOR HANGERS
051509	08/15/24	UND01	UNDERGROUND SERVICE ALERT	528.21	228412024	MEMBERSHIP FEE
051510	08/15/24	USA01	USA BLUE BOOK	242.29 1936.25 8569.57	V00416950 V00421072 V00424559	LOG BOOK & FILTER INVOICE #INV00416950 TUBING & PUMPS INVOICE #INV00421072 SAMPLE BOTTLES INVOICE #INV00424559
Check Total.....:				10748.11		
051511	08/15/24	VUL02	VULCAN MATERIALS COMPANY	531.92	74063752	COLD MIX
051512	08/15/24	PD001	PENA'S DISPOSAL	49220.34	08/13/24	UTILITY ACCOUNTING FOR MAY 2024 - SERVS. RENDERED
051513	08/15/24	SLOG1	SITELOGIQ, INC.	6300.00	007385	ENERGY MGMT. SERV YR 1

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Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
051514	08/23/24	APV01	VESTIS - ACCOUNTS RECEIVA	182.13	580400299	JANITORIAL SUPPLIES - PD #2580400299
				99.18	580403586	JANITORIAL SUPPLIES - VP CENTER #2580403586
				50.24	580403587	JANITORIAL SUPPLIES - SENIOR CENTER #2580403587
				52.73	580403589	UNIFORM SERVICES - PWD #2580403589
				15.11	580403590	UNIFORM SERVICES - WWTP #2580403590
				99.10	580403595	JANITORIAL SUPPLIES - WTP #2580403595
				76.59	580403598	JANITORIAL SUPPLIES - WWTP #2580403598
				82.65	580403601	JANITORIAL SUPPLIES - CITY HALL #2580403601
				79.77	580403602	JANITORIAL SUPPLIES - PWD #2580403602
				99.18	580406914	JANITORIAL SUPPLIES - VP CENTER #2580406914
				50.24	580406915	JANITORIAL SUPPLIES - SENIOR CENTER #2580406915
				15.01	580406916	UNIFORM SERVICES - WTP #2580406916
				52.73	580406917	UNIFORM SERVICES - PWD #2580406917
				15.11	580406918	UNIFORM SERVICES - WWTP #2580406918
				86.65	580406923	JANITORIAL SUPPLIES - WTP #2580406923
				76.59	580406926	JANITORIAL SUPPLIES - WWTP #2580406926
				99.62	580406929	JANITORIAL SUPPLIES - CITY HALL #2580406929
				79.77	580406930	JANITORIAL SUPPLIES - PWD #2580406930
				182.13	580406935	JANITORIAL SUPPLIES - PD #2580406935
				99.19	580410234	JANITORIAL SUPPLIES - VP CENTER #2580410234
				50.24	580410235	JANITORIAL SUPPLIES - SENIOR CENTER #2580410235
				15.01	580410236	UNIFORM SERVICE - WTP #2580410236
				52.73	580410237	UNIFORM SERVICES - PWD #2580410237
				15.11	580410238	UNIFORM SERVICES - WWTP #2580410238
				86.65	580410243	JANITORIAL SUPPLIES - WTP #2580410243
				76.59	580410246	JANITORIAL SUPPLIES - #2580410246
				82.65	580410249	JANITORIAL SUPPLIES - CITY HALL #2580410249
				207.19	580410250	JANITORIAL SUPPLIES - PWD #2580410250
				99.18	580413592	JANITORIAL SUPPLIES - VP CENTER #2580413592
				50.24	580413593	JANITORIAL SUPPLIES - SENIOR CENTER #2580413593
				15.01	580413594	UNIFORM SERVICES - WTP #580413594
				52.73	580413595	UNIFORM SERVICES - PWD #2580413595
				15.11	580413596	UNIFORM SERVICES - WWTP #2580413596
				86.65	580413601	JANITORIAL SUPPLIES - WTP #2580413601
				134.90	580413604	JANITORIAL SUPPLIES - WWTP #2580413604
				87.26	580413607	JANITORIAL SUPPLIES - CITY HALL #2580413607
				79.77	580413608	JANITORIAL SUPPLIES - PWD #2580413608
				182.13	580413613	JANITORIAL SUPPLIES PD #2580413613
			Check Total.....:	2971.86		
051515	08/23/24	BMI01	BADGER METER, INC	606.44	80157157	SERVICE UNIT
				646.70	80165621	SERVICE UNIT
			Check Total.....:	1253.14		
051516	08/23/24	BOR01	BUREAU OF RECLAMATION	3690.58	804170617	CITY WATER PURCHASE - #1804170617

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051516	08/23/24	BOR01	BUREAU OF RECLAMATION	994.00	804170619	CITY WATER PURCHASE - #1804170619
			Check Total.....:	4684.58		
051517	08/23/24	BSK01	BSK ASSOCIATES	1944.34 2127.00	AH18671 AH18679	WATER SAMPLING WASTE WATER SAMPLING
			Check Total.....:	4071.34		
051518	08/23/24	CMM01	CITRUS MINI-MART	3378.28	1266	GASOLINE CITY VEHICLES - JULY 2024
051519	08/23/24	FCSFF	FRESNO COUNTY SHERIFF	13003.74	8021943	DISPATCH SERVICES - AUG. 2024
051520	08/23/24	FOO02	FOOTHILL AUTO TRUCK & AG	79.88 15.11	944059 944091	LIFT SUPPORT PAINT
			Check Total.....:	94.99		
051521	08/23/24	FWUA1	FRIANT WATER AUTHORITY	1726.00	117599	MONTHLY FWC ROUTINE COSTS
051522	08/23/24	HAC01	HACH COMPANY	3383.19	14127307	LAB TURBIDIMETER
051523	08/23/24	ICC02	INTERNATIONAL CODE COUNCI	170.00	000025536	ICC GOVERNMENTAL MEMBER
051524	08/23/24	OCTS1	ORANGE COVE TIRE SERVICE	149.17 42.00 168.01 111.26 33.00	30444 30464 30531 30559 30572	OIL FILTER DOG FOOD - ANIMAL CONTROL DOG FOOD - ANIMAL CONTROL TIRE REPAIR & OIL DOG FOOD - ANIMAL CONTROL
			Check Total.....:	502.44		
051525	08/23/24	ODC01	OVERHEAD DOOR CO. OF	444.00	69176	LABOR AND PARTS
051526	08/23/24	PGE05	PG&E CFM/PPC DEPARTMENT	16544.58	127534759	STREET LIGHT SERVICE - CONTRACT #50107720 V1
051527	08/23/24	QUI05	QUILL CORPORATION	126.30 26.55 128.48 52.90 31.29 78.22 160.42 13.81 267.76 21.15	39423697 39469133 39493309 39627965 39698996 39766601 39888317 39892028 39893207 39984568	OFFICE SUPPLIE - COPY PAPER CLEANING SUPPLIES - SENIOR CENTER HP 962/XL/INK PK OFFICE SUPPLIES - FOLDER FILE OFFICE SUPPLIES - ANIMAL CONTROL OFFICE SUPPLIES - PD OFFICE SUPPLIES OFFICE SUPPLIES MICROWAVE OFFICE SUPPLIES
			Check Total.....:	906.88		
051528	08/23/24	T&J01	VALLEY GAS	5818.33	JULY 2024	GAS FOR PATROL UNITS

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051529	08/23/24	VAL12	VALLEY SOIL & FOREST	269.75	49793	BASE ROCK
051530	08/26/24	PGE01	PG & E	712.70	24GAR2871	SUBSISTENCE/PG&E H.G. #2577833287-1
051531	08/26/24	SOC22	SO CAL GAS	24.76	24GAR3844	SUBSISTENCE/GAS H.G. #155 514 7384 4
051532	08/26/24	PGE01	PG & E	37580.88 21939.06	JUNE2024 MAY 2024	Utilities Public Works UTLITIY ELECTRICITY FOR ALL DEPTS.
Check Total.....:				59519.94		
051533	08/30/24	APV01	VESTIS - ACCOUNTS RECEIVA	80.84	580293613	JANITORIAL SUPPLIES - WTP #2580293613
051534	08/30/24	CN002	AT&T - CALNET	565.62 3744.28 41.54 39.29 39.71 3841.43 2125.19 253.16 294.76 738.58 1325.04 560.56	20424958 21306834 22044145 22044146 22044147 022044141 022044143 022044148 022044149 022044151 022048818 022048901	COMMUNICATION ACCT #9391062197 7/24/24-8/23/24 COMMUNICATIONS ACCT #9391062904 COMMUNICATIONS ACCT #9391062200 COMMUNICATIONS - ACCT #9391062201 COMMUNICATIONS ACCT #9391062202 COMMUNICATIONS - SNACK BAR ACCT #9391062196 COMMUNICATIONS -COUNTY INTERNET ACCT #9391062198 COMMUNICATION - ACCT #9391062203 COMMUNICATIONS -COUNTY INTERNET ACCT #9391062204 COMMUNICATIONS -COUNTY INTERNET ACCT #9391062206 COMMUNICATION -COUNTY INTERNET PD ACCT #9391062194 COMMUNICATIONS - COUNTY INTERNET ACCT #9391066128
Check Total.....:				13569.16		
051535	08/30/24	CTES1	CALIFORNIA TURF EQUIPMENT	1038.98	645362	GRAVLEY RIDER MOWER MAINTENANCE
051536	08/30/24	PCE01	PRECISION CIVIL ENGINEERI	315.00 1215.00 14015.00 1570.00 7835.00 1962.50 25462.50 750.00 1900.00 1595.00 1090.00 6217.50 3870.00 2540.00 180.00 2685.00 3465.48	30060 30061 30062 30063 30065 30066 30067 30068 30069 30070 30071 30072 30073 30074 30075 30076 30077	CIP GENERAL ENG. CIP GENERAL TRANS SHERIDAN PARK GRANT SINGH DEVELOPMENT SMALL COMM GRANT DWR ALLEY PAVING PROJ. SBI SIDEWALK/BIKE AMAYA APTS TRANS MACIAS TRACT INSP. MACIAS TRACT INSP. SEQUOIA PARK GRANT AMAYA BIKE LANE STI AMAYA AHSC LEAP GRANT ADMIN BELL CARTER ENG CIP PLANNING GENERAL ENGINEERING

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051536	08/30/24	PCE01	PRECISION CIVIL ENGINEERI	24143.75 945.00	30078 30080	PARK BLVD GRANT PROJ PLANNING WELL GRANT
Check Total.....:				101756.73		
051537	08/30/24	CSJVR	CENTRAL SAN JOAQUIN VALLE	152744.00	INV0058	2024/2025 1ST QUATER DEPOSIT RMA WORKERS COMP
051538	08/30/24	DAP01	DODSON AUTO PARTS	32.36 42.66 37.78 29.73 109.96 139.12 6.46 24.82 86.53 90.20 97.16	53454 53462 53463 53470 53472 53474 53476 53494 53501 53503 53504	RUST PRIMER FILTERS OIL CABIN FILTER - SWEEPER FILTERS OIL OIL BLUE DEF OIL OIL SWIVEL JACK
Check Total.....:				702.78		
051539	08/30/24	DLC01	DINUBA LUMBER CO	783.21 103.52	785606 797029	PAINT SPRAYER & BRUSH SET REPAIR CLAMP
Check Total.....:				886.73		
051540	08/30/24	FGS01	FRUIT GROWERS SUPPLY CO	11.41 24.66 30.74 427.70 56.19 10.88 20.53 45.12 6.84 5.36 170.15	92458260 92473833 92474230 92476735 92477146 92477278 92477382 92477403 92478232 92478444 92478466	SPRINKLER REPAIR - EATON PARK WOOD CUTTER GALLON SPRINKLER REPAIR TRIMMERS SHOVEL PEST CONTROL SPRINKLER REPAIR WATER BOTTLE HITCH PIN PAINT BRUSH TOOLS
Check Total.....:				809.58		
051541	08/30/24	FOO02	FOOTHILL AUTO TRUCK & AG	30.21 18.88 92.30 22.11 24.23 16.92	943966 943967 944019 944690 944718 944745	OIL & LUBE LUBE AIR FILTER COOLANT - AOC VIH. NUTS & SCREWS FUEL CAP
Check Total.....:				204.65		
051542	08/30/24	KRC01	KRC SAFETY CO, INC.	1424.32	64894	STREET SIGNS

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051542	08/30/24	KRC01	KRC SAFETY CO, INC.	1488.71	64959	STRIPING PAINT
Check Total.....:				<u>1913.03</u>		
051543	08/30/24	LAW04	LAW & ASSOCIATES INVESTIG	1600.00	24-140	BACKGROUND NEW HIRE
051544	08/30/24	LOP50	LOPEZ, MARTINEZ SYLVIA	323.85	066664228	WORK JEANS REIMBURSEMENT
051545	08/30/24	REY04	ANAHI REYES	19.85	609697459	REIMBURSEMENT FOE PURCHASE - DOG SNACKS
051546	08/30/24	RL001	REEDLEY LUMBER CO.	9.27	K51093	REPAIR CLAMP
051547	08/30/24	SAM01	SAM JORGENSEN PUMP CO.,	8172.70	2400492IN	MOTOR REPAIR
051548	08/30/24	SUP03	SUPERIOR POOL PRODUCTS LL	2286.37	Q2027991	SODIUM HYPERCHLORITE
051549	08/30/24	TI101	TELSTAR INSTRUMENTS INC	1370.00	122777	BOOSTER PUMP MAINT.
Cash Account Total.....:				<u>1164354.32</u>		
Total Disbursements.....:				<u>1164354.32</u>		

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701732	08/02/24	CSD02	CALIFORNIA STATE DISBURSE	184.61	C40801	Garnishment
701733	08/02/24	EDD01	EMPLOYMENT DEVELOP. DEPT.	.00 8.50	C40801 1C40801	State Income Tax SDI
			Check Total.....:	8.50		
701734	08/02/24	PER00	CALIF.PUBLIC EMPLOYEES RE	.00	C40801	PERS PAYROLL REMITTANCE
701735	08/02/24	SEC00	UNION BANK	.00 95.94 22.44	C40801 1C40801 2C40801	Federal Income Tax Social Security Medicare
			Check Total.....:	118.38		
701741	08/07/24	EDD01	EMPLOYMENT DEVELOP. DEPT.	3023.49 1181.79	C40805 1C40805	State Income Tax SDI
			Check Total.....:	4205.28		
701742	08/07/24	EDD02	EDD SUI	90.06	C40805	SUI
701743	08/07/24	PER00	CALIF.PUBLIC EMPLOYEES RE	17093.84	C40805	PERS PAYROLL REMITTANCE
701744	08/07/24	PER01	P.E.R.S. FOR THE 457	775.00	C40805	457 Plan
701745	08/07/24	SEC00	UNION BANK	7124.90 13321.46 3115.50	C40805 1C40805 2C40805	Federal Income Tax Social Security Medicare
			Check Total.....:	23561.76		
701746	08/07/24	STA20	STATE DISBURSEMENT UNIT	725.99 50.00	C40805 1C40805	Garnishment Misc Deduction
			Check Total.....:	775.99		
701753	08/23/24	CSD02	CALIFORNIA STATE DISBURSE	184.61	C40819	Garnishment
701754	08/23/24	EDD01	EMPLOYMENT DEVELOP. DEPT.	2733.38 .00 10.66 1083.44 85.19 30.36	C40819 C40821 C40822 1C40819 1C40821 1C40822	State Income Tax State Income Tax State Income Tax SDI SDI SDI
			Check Total.....:	3953.03		
701755	08/23/24	EDD02	EDD SUI	41.30	C40819	SUI

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
701755	08/23/24	EDD02	EDD SUI	72.29	C40822	SUI
			Check Total.....:	113.59		
701756	08/23/24	PER00	CALIF.PUBLIC EMPLOYEES RE	16575.90	C40819	PERS PAYROLL REMITTANCE
				.00	C40821	PERS PAYROLL REMITTANCE
				562.46	C40822	PERS PAYROLL REMITTANCE
			Check Total.....:	17138.36		
701757	08/23/24	PER01	P.E.R.S. FOR THE 457	775.00	C40819	457 Plan
701758	08/23/24	SEC00	UNION BANK	6528.14	C40819	Federal Income Tax
				.00	C40821	Federal Income Tax
				.00	C40822	Federal Income Tax
				12212.96	1C40819	Social Security
				1073.10	1C40821	Social Security
				342.18	1C40822	Social Security
				2856.30	2C40819	Medicare
				250.96	2C40821	Medicare
				80.02	2C40822	Medicare
			Check Total.....:	23343.66		
701759	08/23/24	STA20	STATE DISBURSEMENT UNIT	725.99	C40819	Garnishment
701760	08/30/24	COL10	COLONIAL LIFE	155.02	C40830	Accident Insurance
				10.12	1C40830	Critical Illness Ins
				178.32	2C40830	Life Insurance
			Check Total.....:	343.46		
701761	08/30/24	IU000	IUOE LOCAL 39	751.09	C40830	Union Due Local 39
701762	08/30/24	TRA08	TRANSAMERICA EMPLOYEE BEN	374.45	C40830	Life Insurance Trans
			Cash Account Total.....:	94516.66		
			Total Disbursements.....:	94516.66		

4.f.

For the Meeting of September 25, 2024



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Dario Dominguez, Public Works Director

Subject: Approve Resolution No. 2024-27 authorizing the City of Orange Cove to prepare applications for local, state, and federal programs, projects and authorize the City Manager to execute the necessary assurances and administer the programs.

Attachments: Resolution No. 2024-27
Photos of older mower and new mower

RECOMMENDATION:

Approve Resolution No. 2024-27 authorizing the City of Orange Cove to prepare applications for local, state, and federal programs, projects and authorize the City Manager to execute the necessary assurances and administer the programs.

BACKGROUND:

The department is looking in applying for a new electric mower through the San Joaquin Valley Air Pollution Control District – Public Benefit Grant Program. We have been in discussions with the Air District and determined that the City is highly eligible to apply for the Zero Emission Landscaping Equipment (ZELE) Voucher Program.

The next steps are:

- Step 1** – Pre approval
- Step 2** – Submit the application, and a quote that has already been generated through CAL TURF of approximately \$20,000. Include the approved resolution.
- Step 3** – Receive response from the Air District.
- Step 4** – Sign agreements, then we will receive the vouchers
- Step 5** – Order the equipment from CAL TURF
- Step 6** – Receive equipment from CAL TURF
- Step 7** – Final step is to pay CAL TURF, then City will submit reimbursement forms to the Air District.

CONFLICT OF INTEREST:

None

FISCAL IMPACT:

The City will save approximately \$15,000 by turning in the 1992 mower and obtaining a new 2024 mower. The total cost of the mower is approximately \$20,000. The difference will come out of the general fund.

Prepared by: Public Works Director

Approved by: Dario Domnguez

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION:

APPROVED

DENIED

NO ACTION

Consent

Public Hearing

Info Item

Matter Initiated by a Council Member

Action Item

Other

Department Report

Continued to: _____

Redevelopment Agency

RESOLUTION NO. 2024-27

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA, AUTHORIZING THE CITY OF ORANGE COVE TO PREPARE APPLICATIONS FOR AND TO SIGN CERTAIN ASSURANCES WITH RESPECT TO APPLICATIONS FOR LOCAL, STATE, AND FEDERAL PROGRAMS, PROJECTS, OR GRANTS. THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE PROGRAM.

WHEREAS, Several Local, State and Federal programs allow public and non-profit transportation providers to apply for administration, capital, and operation assistance programs or grants; and

WHEREAS, City Council must authorize someone by resolution as the "Authorized Individual" to make application and administer the Zero-Emission Landscaping Equipment (ZELE) Voucher Program;

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND that the City of Orange Cove City Council hereby authorizes City Manager Daniel T. Parra to prepare an application and, to sign required assurances and to administer the Zero-Emission Landscaping Equipment (ZELE) Voucher Program with respect to applications for Local, State and Federal programs, projects or grants, on behalf of the City.

PASSED AND ADOPTED by the City Council of City of Orange Cove, State of California this 25th day of September 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

APPROVED:

Diana Guerra Silva, Mayor

ATTEST:

Cynthia Cisneros, City Clerk

California Turf Equipment & Supply, Inc
 956 North J Street
 Tulare, CA 93274
 Phone 559.688.2505



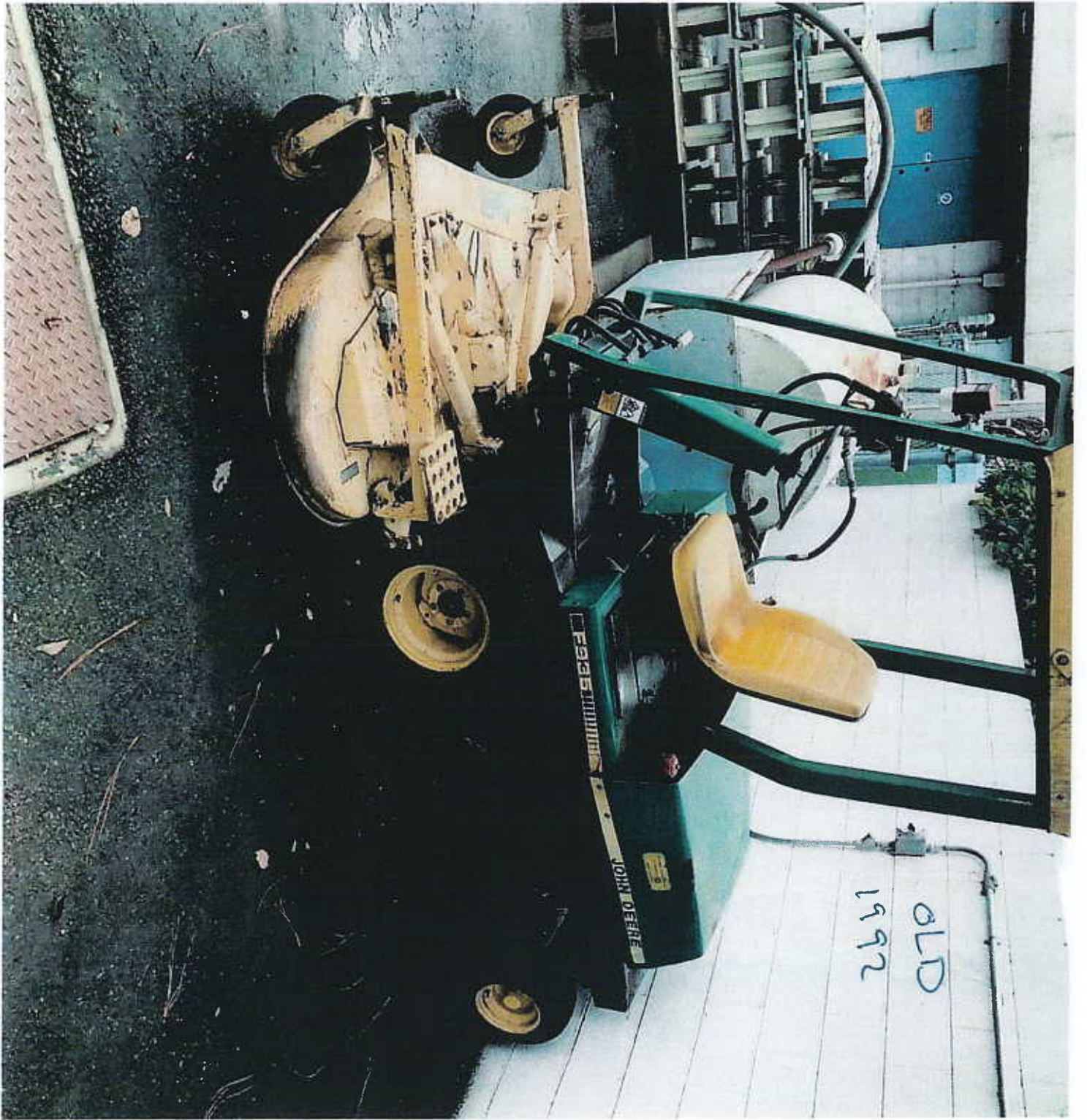
NEW UP GRADE!



	CZ60R8X	CZ60R18X	CZ60R24X
Battery	8kWh	18kWh	24kWh
Coverage	7 acres	16 acres	21 acres
Runtime	2.5 hours	6 hours	8 hours
Charge Time	2.5 hours	2.5 hours	3 hours
Cutting Speed	10mph	16mph	16mph
Warranty	5-Year or 1,000 Hours	5-Year or 2,000 Hours	5-Year or 2,000 Hours
Price	\$12,999	\$22,999	\$26,999
Grant Amount	Up to \$15,000	\$15,000	\$15,000
Price Before Tax	\$0	\$8,000 + Tax	\$12,000 + Tax

San Joaquin Valley Air Pollution Control District Process

- **STEP 1** Submit a completed application along with supporting documentation
- **STEP 2** Receive a Voucher and Claim for Payment Form from the District
- **STEP 3** Purchase your new equipment and destroy your old equipment
- **STEP 4** Submit a Claim for Payment Packet for Reimbursement
- **STEP 5** Own and operate your new equipment for 36 months



OLD
1992



CITY OF ORANGE COVE

REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Dario Dominguez, Assistant City Manager
Subject: Approve the close-out of the 20-CDBG-CV2-3-00007 Subsistence Payments Program
Attachments: Copy of Published Notice

RECOMMENDATION:

Approve the close-out of the 20-CDBG-CV2-3-00007 Subsistence Payments Program.

BACKGROUND:

The City was awarded \$152,649 in CDBG-CV2.3 funds and the City added \$98,000 in non-federal funds for a total of \$250,649 in response to the pandemic to aid City residents affected by Covid-19 in the form of Business Assistance. The Business Assistance program would be applicable to income eligible business owners/and or for the creation/retention of jobs for those with incomes at or below 80% of the County AMI, for the purpose of aiding businesses impacted by COVID-19. Permission to incur costs was received in October 2021. The program provided income eligible business owners with up to \$35,000 in assistance. Aggressive marketing efforts were conducted; however, interest was very low, despite these efforts with only one (1) business being awarded the full amount. On October 31, 2022, the City submitted an amendment proposing a change in activity that would provide Subsistence payments (rent, mortgage, and/or utilities) to low-income households/individuals impacted by COVID-19 living within the City since the subsistence program (20-CDBG-CV2-3-00002) revealed the evident need.

HCD approved the amendment on February 28, 2023, and the City began accepting applications. The program provided income eligible households with up to \$5,000 in assistance to cover past due and/or currently due mortgage payments, rent payments, and utility expenses for up to 3 consecutive months as grants with no repayment obligation. The grant's original expiration date was October 11, 2023. However, the City submitted an extension to allow for more time to assist the residents of Orange Cove. HCD approved the extension to October 11, 2024.

Applications Received	127
Households Assisted	97
Applications Denied	30

Note: Applications denied are typically due to failure of applicant to provide necessary documentation or applicants not meeting eligibility requirements. Rental, Mortgage, Utilities will not add up to applications completed due to some households receiving more than one form of assistance.

	Budget	Total Expenses	Disencumbered Funds
Total Admin:	\$32,584	\$22,042	\$32.15
Total Activity:	\$218,065	\$218,065	\$0

At this time, the City is working with its subrecipient, Self-Help Enterprises (SHE), in submitting any remaining financial and/or activity reports. Once all reports are approved the City will have an estimated \$32.15 remaining in administrative funds. These funds, if otherwise instructed by HCD, will be disencumbered.

Upon Council's approval, the City will continue to submit any financial and/or activity reports and will also submit closeout documents to HCD when appropriate, thus completing all obligations under the grant.

CONFLICT OF INTEREST:

None.

FISCAL IMPACT:

No fiscal impact

Prepared by: Assistant City Manager

Approved by: Dario Dominguez

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
___ Consent				<u>X</u> Public Hearing
___ Info Item				___ Matter Initiated by a Council Member
___ Action Item				___ Other
___ Department Report				___ Continued to: _____
___ Redevelopment Agency				



MID-VALLEY TIMES

1059 G STREET, REEDLEY, CA 93654
TELEPHONE (559) 638-2244

CITY OF ORANGE COVE

633 6TH STREET

ORANGE COVE, CA 93646

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF FRESNO

PUBLIC HEARING

GRANT CLOSEOUT

Case Number _____
DECLARATION OF PUBLICATION
(2015.5 C.C.P)

Declaration of Publication

STATE OF CALIFORNIA
County of Fresno

Declarant says:
That at times herein mentioned is and was a citizen of the United States, over the age of twenty-one years, and not a party to nor interested in the within matter; that declarant is, now and was at all times herein mentioned, the Principal Clerk of the Printer of MID-VALLEY TIMES, a newspaper of general circulation (under Government Code Section 6024) by the Superior Court of the County of Fresno, State of California, under the date of June 19, 2019, by said Superior Court Case Number 19CEG01981; that the instrument of which the annexed is a printed copy; has been published in each regular and like issue of said newspaper (and not any supplement thereof on the following dates, to wit:

I declare under penalty of perjury that the foregoing is true and correct.

9/12/24

EXECUTED ON SEPTEMBER 12, 2024 at
Reedley, California.

RAW OOOA
Declarant

City of Orange Cove
NOTICE OF PUBLIC HEARING
BEFORE THE
ORANGE COVE
CITY COUNCIL
TO PROVIDE AN OPPORTUNITY FOR CITIZEN PARTICIPATION, THE CITY OF ORANGE COVE WILL HOLD A PUBLIC HEARING TO DISCUSS THE 20-CDBGCV2-3-00007 GRANT CLOSEOUT.
NOTICE IS HEREBY GIVEN that a public hearing on the above items will be held before the Orange Cove City Council on September 25, 2024, at the Orange Cove Council Chambers, 633 6th Street, Orange Cove, CA., 93646, at 6:30 PM., or as soon thereafter as possible. The City was awarded CDBG funds totaling \$250,649 in response to the pandemic to aid City of Orange Cove residents affected by Covid-19 in the form of Business Assistance. The Business Assistance program would be applicable to income-eligible business owners/and or for the creation/retention of jobs. The program provided income-eligible business owners with assistance. The grant's original expiration date was October 11, 2023. However, the City submitted an extension to allow for more time to assist the residents of Orange Cove. HCD approved the extension to October 11, 2024. All interested persons should present their views before or at the public hearing. If you challenge any action in court, you may be limited to only those issues raised at the public hearing, or in written correspondence delivered to the City Clerk at, or prior to, the public hearing. Staff reports will be available at least three days prior to the hearing at Orange Cove City Hall located at 633 Sixth Street, Orange Cove, CA, 93646. Questions regarding this notice should be directed to Cynthia Cisneros, City Clerk, at 559-626-4488 Ext. 213.

MVT 9/12/24

800-37

6.a.

For the Meeting of September 25, 2024



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Megan Dodd, City Attorney

Subject: Approval of July 1, 2024 to June 30, 2026 Memorandum of Understanding with Local 39 .

Attachments: Memorandum of Understanding

RECOMMENDATION:

Staff recommends that the Council approve the July 1, 2024 to June 30, 2026 Memorandum of Understanding with Local 39.

BACKGROUND:

The City and Local 39 negotiated the attached Memorandum of Understanding, which covers the period of 2024-2026. The Memorandum of Understanding provides a 2% cost of living increase retroactive to July 1, 2024 and an additional 2.5% cost of living increase on July 1, 2025.

FISCAL IMPACT:

The cost of living increases will cost the City additional funds.

CONFLICT OF INTEREST:

None.

Prepared by: City Attorney _____

Approved by: Megan Dodd _____

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
_____ Consent				_____ Public Hearing
_____ Info Item				_____ Matter Initiated by a Council Member
<u>X</u> Action Item				_____ Other
_____ Department Report				_____ Continued to: _____
_____ Redevelopment Agency				

MEMORANDUM OF UNDERSTANDING

By and Between

The City of Orange Cove

And

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



2024 - 2026

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

**ARTICLE 1
PREAMBLE**

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

A. SOLE AGREEMENT

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

B. GOVERNING LAWS

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

**ARTICLE 2
UNION RECOGNITION**

A. UNION RECOGNITION

1. The City acknowledges the Union as the sole and exclusive recognized employee organization representing the Miscellaneous Bargaining Unit for the purpose of meeting and conferring in good faith on matters within the scope of representation under the MMBA as related to employees covered under this Agreement, and to make every reasonable effort to reach agreement on a successor Agreement at least one week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year. In order that the meet and confer process may include adequate time for full consideration of the proposals of both parties and for resolution of any impasse, the City shall accept proposals from the Union as early as March 1, 2024.
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. 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. This Article is not subject to the grievance procedure.

**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.

F. NEW EMPLOYEE ORIENTATION

In accordance with Assembly Bill (AB) 119 and Government Code Sections 3555-3559 the Union and City agree to the following:

New Hire Orientations:

During the month of December, the City shall provide the Union Representative with a list of the City's designated pay-period schedule for the following calendar year. Unless an observed holiday, all new hire orientations will take place on the first business day of the pay-period.

Via email, the City shall provide the designated Local 39 representative with newly hired employee information. This information will be provided within thirty (30) days of hire. The notification shall include the following:

- a. Employee name
- b. Job classification

- c. Work location
- d. Phone number
- e. Personal email address
- f. Home address

On the day new hire orientation will take place, the City shall allow Local 39 to meet with newly hired employees represented by their bargaining group for up to thirty (30) minutes. If the new employee elects not to attend, the City shall provide the name, phone number and email address of the Union representative.

Bargaining Group List:

On a quarterly basis, the City shall provide Local 39 a list containing the following information:

- a. Employee name
- b. Job classification
- c. Work location
- d. Phone number
- e. Personal email address
- f. Home address

If the City does not have all the information listed above on file, the information that the City has access to shall be provided.

On a monthly basis, the City shall provide Local 39 with a list of employees who are no longer represented by the bargaining group due to status change (separation, retirement, move to another bargaining group, etc.). If no changes have been made from the previous month, no information will be provided.

ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

A. GRIEVANCE AND ARBITRATION PROCEDURE

I. 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 in writing and reviewed by the employee’s immediate supervisor. Within ten (10) calendar days, the immediate supervisor shall give his/her written 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 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-one (21) 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-one (21) 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 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 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 Arbitrator 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 Arbitrator 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 Arbitrator 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 Arbitrator 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 Arbitrator 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 Arbitrator 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 Arbitrator 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 Arbitrator 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 Arbitrator 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 Arbitrator 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 Arbitrator. 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 Arbitrator 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 Arbitrator 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 Arbitrator 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 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. Employees shall receive a 2% cost of living increase July 1, 2024, and a 2.5% cost of living increase July 1, 2025.

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 A shall be paid at initial employment and may be paid after one year 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 B 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 C 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 D 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 E 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.
- f. For positions with I, II, and III classifications, etc., Step 1 of II, III, and so on, will be equivalent to Step E of the previous classification.

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.

C. LONGEVITY PAY

The City will provide a 2% salary increase to those employees who have remained City employees for twenty (20) consecutive years. This will be a one-time increase, and will only be provided if the employee has been employed by the City for twenty (20) consecutive years, with no gaps in time.

If an employee is on an approved leave and/or a disciplinary leave, time counted towards longevity will continue after the employee returns to paid status, but such leave shall not constitute a “break” in active service as it relates to longevity.

If an employee was previously full-time, transitioned to a part-time position and then was rehired to a full-time position, as long as the employee did not completely separate from employment with the City of Orange Cove, their previous years in a full-time position will count when calculating longevity pay. Such employees are responsible for notifying their Department Head and/or immediate supervisor in a timely manner if they believe they qualify. No retroactive pay will be provided for untimely notice.

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.
4. The City must provide a seventy-two (72) hour notice to affected employees when temporarily modifying an employee's regular schedule to address special service needs, employee training and or cross training, except for in the event of an emergency where 72 hour notice becomes impractical or would cause a health or safety issue
5. Alternate 9/8/80 workweeks may be established by the City. The workweek for employees assigned to work a 9/8/80 schedule shall consist of eight (8) nine (9) hour work days and one (1) eight (8) hour work day in each eighty (80) hour pay period.

B. OVERTIME

1. All authorized actual time worked over eight (8) hours, or over forty (40) hours in any workweek or any authorized actual time worked on a regularly scheduled day off will be compensated at the applicable overtime rate. If an employee is required to work during the employee's meal period, with the approval of the employee's supervisor, and if no alternate meal period is taken, said time shall be compensated at the applicable overtime hourly rate of pay if the time worked exceeds that of the employee's normal schedule/shift.
Overtime shall be either paid to the employee or compensated with compensatory time off (CTO), at the discretion of the employee.
2. Call Back- Employees called back into work without prior notice and after they have left the assigned work area for the day, shall receive pay for a minimum of two (2) hours at the applicable overtime rate commencing from the time the employee receives the call and ending when the employee returns home, except that the employee shall be paid for a maximum of one-half (1/2) hour of travel time each way, unless such call-in precedes an employee's scheduled shift.
This same guarantee of a minimum of two (2) hours at the overtime rate shall also apply to the situation of "extended workdays" whereby an employee is assigned to work overtime for more than thirty (30) minutes past their normal quitting time, and at least four (4) hours prior notice has not been given the employee by the

City. This section of the Agreement must be evenly applied to all employees when operational needs permit.

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

3. Telephone Calls- Employees who are called at home to assist with City work that must be accomplished, but are not called to a worksite, shall receive a minimum of fifteen (15) minutes of pay for each such call.
Calls such as attempts to locate the employee or provide information on changes in work schedules are not compensable for the purpose of this provision.
4. There shall be no pyramiding or duplication of overtime or premium rates.
5. In clarification of the above, it is the policy of the City that overtime work is to be discouraged. However, in case of emergency or whenever the public interest requires, the City Manager, or any department head or designee with respect to any employee in the department head's or designee's department, may require an employee to perform overtime work. No employee, shall be entitled to compensation or compensating time off for overtime work unless such overtime work is approved as provided in this Agreement.
6. Excluding holidays, all employees shall be compensated for approved overtime work by additional pay as follows for holiday overtime compensation:
 - a. Work performed in excess of eight hours on a regular workday and work performed on a Saturday which is a day off but not a holiday shall be compensated at one and one-half times the applicable hourly rate. Work performed in excess of twelve hours on a regular workday or on a Saturday shall be compensated at double time the applicable hourly rate.
 - b. Work performed on a Sunday which is a regular day off shall be compensated for at twice the applicable hourly rate.
 - c. Overtime shall not be credited for units of overtime less than one-tenth of an hour, and fractional units of overtime less than one-tenth of an hour shall not accumulate.
 - d. Employees who wish to work voluntary overtime shall submit a request in writing to their supervisor.
Departments shall endeavor to distribute overtime work as equally as practicable within a work unit, with the understanding that many factors, such as expertise, job location, employee availability, etc. can and will influence overtime assignments.

- e. The City shall not adjust a regular workweek schedule during said workweek to avoid the payment of overtime.

C. COMPENSATORY TIME OFF

1. Effective with City Council approval of this MOU, an employee has the option to accrue CTO in lieu of cash payment for overtime hours worked for the first eighty (80) hours of overtime worked in a fiscal year. At management's discretion, an employee may accrue additional CTO in lieu of cash for overtime hours worked subject to the limitations noted below. CTO may only be used for time off and may not be cashed out except upon separation from employment. However, in the last pay period of each fiscal year any unused CTO which is not carried over to the next fiscal year will be cashed out by the City at the employee's base rate of pay.
2. The employee may accrue a CTO balance not to exceed eighty (80) hours. Employees may carry over a maximum of eighty (80) hours of their CTO balance to the next fiscal year, and the employee will not be allowed to accrue any additional CTO until the carried over balance is below eighty (80) hours. A request for carry over of hours, including the number of hours to be carried over, must be submitted in writing to the department/division no later than May 30 of each year.
3. Employees who have reached the maximum eighty (80) hour accrual shall be given cash payment for additional overtime hours worked until such balance has been reduced below the maximum allowable amount of eighty (80) hours.
4. CTO shall be accumulated at the applicable straight time, time and one-half, or double time rate for the time worked.
5. The use of accumulated CTO shall be requested, and subject to approval, the same as is vacation.

D. STANDBY PAY

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

Time spent on standby duty shall not be considered hours worked, and standby pay shall not be included in the calculation of an employee's regular rate of pay under the Fair Labor Standards Act. In the event an employee on standby duty is required, and does

report to the work site after leaving the assigned work area for the day, the employee will be compensated as provided in the Call Back section of this Agreement.

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

ARTICLE 10 LEAVES

A. VACATION

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

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

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

An employee's vacation balance may not accrue for more than double the amount earned during a year. Employees will be eligible to cash out twenty (20) hours of vacation time annually.

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

If an employee is out for two (2) consecutive days or more, 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

All employees covered under this agreement will be allowed to use up to half of their annual sick leave accrual per fiscal year for protected sick leave in accordance with California Labor Code Section 233.

6. Illness While on Vacation

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

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

7. Holiday During Sick Leave

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

8. Payment for Unused Sick Leave

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

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

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

9. Vacation/Sick Leave Donations

Upon written request of an employee, the City may authorize the unconditional and irrevocable donation of up to forty (40) hours per payroll year of that employee's accumulated hours of Vacation/Sick Leave to another employee. The forty (40) hour per payroll year maximum donation may be waived for catastrophic illness or injuries that have been approved for donation by the Personnel Officer. Eligible employees may receive a maximum of one hundred and twenty (120) hours of donated hours per payroll year for any serious health condition or up to eight hundred (800) hours of donated hours per catastrophic illness or injury. The donating employee must still have sixty (60) hours available in his or her bank after donation.

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 – Christmas Eve
- December 25 – Christmas Day
- December 31 – 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 five (5) days of City leave for bereavement based on the death of an employee's spouse, parent, step-parent, child, step-child, brother, step-brother, sister, step-sister, father-in-law, mother-in-law, grandparents, or any relative residing in the employee's household. However, only three of the bereavement days are paid. Requests for bereavement leave in excess of five (5) days for this purpose shall be subject to approval of the City Manager, and any leave beyond three days 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 four (4) days of sick leave, for a total absence of seven (7) days. Bereavement leave does not need to be consecutive. There is no limit to the number of times bereavement leave can be taken as long as it is for an employee's family member as described above. Bereavement leave shall be completed within three (3) months of the date of the death of a covered family member.

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.

H. LEAVE TO VOTE

Employees shall be granted time off with pay to vote in any general, direct primary, or presidential primary election consistent with state law. Employees desiring such time off are required to give the appropriate notice required by state law.

**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. Employees will not be entitled to more than a 5% salary increase, even if multiple certificates are obtained.
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.
3. Employees that have received the Animal Control Certification will be entitled to a two and one half percent (2.5%) salary increase, only if said employee is not already receiving the full five percent (5%) certificate

C. UNIFORM ALLOWANCE

a. Uniform Allowance

Each employee in the Public Works Department shall be eligible to receive new uniforms and one safety jacket annually purchased by the City of Orange Cove, in an amount not to exceed \$550. 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 \$350 per year for required safety footwear as a safety equipment allowance. Safety footwear is required. The \$350 allowance will be paid directly to the vendor.

c. Each employee covered under this agreement working in the Police Department will receive, on an annual basis, a \$550 uniform allowance.

**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 CLASSIFIATION PAY**

A. OUT OF CLASSIFIATION PAY

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

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

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

**ARTICLE 16
LAYOFF**

A. STATEMENT OF INTENT

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

B. NOTIFICATION

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

C. VACANCY AND DEMOTION IN LIEU OF LAYOFF

Except as otherwise provided, whenever there is a reduction in the workforce, the

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

D. EMPLOYEE RIGHTS

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

E. SENIORITY

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

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

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

F. ORDER OF LAYOFF

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

1. Emergency, Temporary, Provisional and Probationary Employees

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

2. Regular Employees

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

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

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

G. RE-EMPLOYMENT LIST

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

H. DURATION OF RE-EMPLOYMENT LIST

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

I. RE-EMPLOYMENT OF REGULAR AND PROBATIONARY EMPLOYEES

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

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

J. SENIORITY LISTS

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

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

**ARTICLE 17
SAVINGS CLAUSE**

A. SAVINGS CLAUSE

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

**ARTICLE 18
TERM OF AGREEMENT**

A. TERM

This Agreement commences July 1, 2024 and shall remain in effect up through and including June 30, 2026.

Appendix A
Update Salary Schedule to reflect salary increases
Include Police Records Supervisor Classification
Step 1 - \$34.00
Step 2 - \$35.70
Step 3 - \$37.49
Step 4 - \$39.36
Step 5 - \$41.32

Appendix B
Grievance Form

DATED:

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 39, AFL-CIO

CITY OF ORANGE COVE

BY: _____
BART FLORENCE
BUSINESS MANAGER-SECRETARY

BY: _____
DANIEL PARRA
CITY MANAGER

STAHLY ROBERT ALDRICH
PRESIDENT

DIANNA GUERRA-SILVA
MAYOR

STEVE CROUCH
DIRECTOR OF PUBLIC EMPLOYEES

MARINA MAGDALENO
BUSINESS REPRESENTATIVE

JUAN RIVERA
NEGOTIATING COMMITTEE

RECEIVED

SEP 20 2024

City Clerk
City of Orange Cove



ORANGE COVE POLICE DEPARTMENT

AUGUST 2024 MONTHLY STATISTICS

CHIEF OF POLICE - JAVIER PEÑA



PART 1 CRIMES						
	JULY	AUG	%	YTD	YTD	
	2024	2024	Change	2023	2024	
Homicide	0	0	0%	1	0	
Rape	0	0	0%	0	0	
Attempted Murder	0	0	0%	1	0	
Robbery	0	1	100%	3	1	
Assault	1	2	100%	7	9	
Burglary	3	1	-67%	15	10	
Grand Theft Auto	0	0	33%	16	16	
Total Part 1 Crimes	4	4	0%	40	36	

	JULY	AUG	%	YTD	YTD	
	2024	2024	Change	2023	2024	
Sex Crimes	0	1	100%	4	6	
Narcotics	7	5	-29%	10	36	
Child Abuse	0	0	0%	6	0	
Total Part 2 Crimes	7	6	-14%	20	42	

	JULY	AUG	%	YTD	YTD	
	2024	2024	Change	2023	2024	
Total Traffic Collisions	5	5	0%	30	44	
Fatalities	0	0	0%	0	0	
Injury	0	1	100%	2	5	
Non Injury	1	4	300%	14	27	
Hit & Run	4	0	-100%	14	12	

	JULY	AUG	%	YTD	YTD	
	2024	2024	Change	2023	2024	
Total Traffic Citations	25	20	-20%	171	147	
Total Vehicle Stops	105	84	-20%	794	572	
Seatbelt Violations	0	0	0%	3	1	
Unsafe Speed Violations	0	2	200%	7	8	
Fail To Obey Stop Sign/Light	0	0	0%	38	22	
Driving Under the Influence	1	1	0%	12	11	
Gang Arrests - Felony	0	0	0%	1	0	
Gang Arrests - Misdemeanor	0	0	0%	0	0	
Gang Field Interview Cards	3	0	-100%	5	10	
Juvenile Detentions/Arrests	0	1	100%	3	4	
Adult Arrests	8	6	-25%	61	58	

	JULY	AUG	%	YTD	YTD
	2024	2024	Change	2023	2024
5150	8	10	25%	87	62
Agency Assist	8	7	-13%	57	69
Battery	2	3	50%	10	21
Evading/Obstructing Officer	3	3	0%	18	21
Fraud	2	0	-100%	16	4
Identity Theft	0	0	0%	3	0
Spousal Abuse	10	4	-60%	39	53
Graffiti/Vandalism	5	3	-40%	34	32
Veh. Burglaries	1	0	-100%	9	11
General Incidents	13	10	-23%	165	139
Weapons Confiscated	3	3	0%	13	14
Petty Theft	1	3	200%	28	22
Public Intoxication	0	1	100%	12	6
Suspended License	4	2	-50%	13	8
Unlicensed Drivers	3	5	67%	68	54
Vehicles Towed	11	9	-18%	46	58
Vehicles Released	6	5	-17%	25	30
Case Number Drawn	172	119	-31%	942	1,099

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SEP 16 2024

City Clerk
City of Orange COCA