

OROVILLE CITY COUNCIL

Council Chambers 1735 Montgomery Street Oroville, CA. 95965

February 20, 2024 REGULAR MEETING CLOSED SESSION 4:00 PM OPEN SESSION 4:30 PM AGENDA

PUBLIC ACCESS AND PARTICIPATION

Please review the options below for ways to participate or observe the Council Meetings.

To Observe the Meeting:

- 1. Live Feed: https://www.youtube.com/channel/UCAoRW34swYl85UBfYgT7lbQ/
- 2. Zoom Link: https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09
- 3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
- 4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

- 1. Attend the meeting in person
- 2. Send an Email by 2:00 PM the day of the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, please submit the form prior to the conclusion of the staff presentation for that item. Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half (1.5) minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. (California Government Code §54954.3(b)). Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

CALL TO ORDER / ROLL CALL

Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will hold a Closed Session on the following:

- Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the annual evaluation of performance related to the following positions: All Department Heads
- Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units.

OPEN SESSION

- 1. Announcement from Closed Session
- 2. Pledge of Allegiance
- 3. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

REPORTS / DISCUSSIONS

- Council Announcements and Reports
- 2. Administration Reports

CONSENT CALENDAR

Consent Calendar **items 1 - 4** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of Consent Calendar items.

1. Purchase of Motorola Mobile Radios and Associated Equipment

The Council may consider authorizing the Fire Department to purchase Motorola mobile radios and associated equipment in an amount not to exceed \$36,802.51.

ACTION REQUESTED -

AUTHORIZE THE FIRE DEPARTMENT TO PURCHASE MOTOROLA MOBILE RADIOS AND ASSOCIATED EQUIPMENT.

2. Emergency Sewer Repairs and Roadway Resurfacing

Public Works staff recently identified multiple sewer main failures and roadway damage necessitating immediate action. Given the severity of the situation, Duke Sherwood Construction was brought in to undertake emergency repairs on these systems.

ACTION REQUESTED -

APPROVE PAYMENT FOR ALL INVOICES FOR THE WORK COMPLETED.

3. Master Salary Schedule Update

The City Council will consider and adopt the master salary schedule.

ACTION REQUESTED -

APPROVE THE ATTACHED MASTER SALARY SCHEDULE INCLUDING A SALARY RANGE FOR ASSISTANT DIRECTOR OF PUBLIC WORKS/CITY ENGINEER AND ELECTRICIAN'S ASSISTANT.

4. Approval of the 06.06.2023 City Council Regular Meeting Minutes

The City Council may consider the 06.06.2023 drafted minutes for approval.

ACTION REQUESTED -

APPROVE THE MINUTES OF JUNE 6, 2023 AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

5. Butte County Behavioral Health Sobering Center Presentation and Funding Request

The Council will hear a presentation from Scott Kennelly, Butte County Behavioral Health Director, regarding a proposed Behavioral Health Sobering Center, located in Chico, that would be funded primarily with opioid settlement funds from the County, the City of Chico, and the City of Oroville.

ACTION REQUESTED -

- 1. DIRECT STAFF TO WORK ON A THREE, FOUR, OR FIVE-YEAR AGREEMENT WITH THE COUNTY TO OPERATE A COUNTY SOBERING CENTER LOCATED IN CHICO:
- 2. CONSIDER UTILIZING \$50,000 OF LOCAL FISCAL RECOVERY FUNDS DURING FISCAL YEAR 2024/25; AND
- CONSIDER UTILIZING APPROXIMATELY \$50,000/YEAR (THE AMOUNT THE CITY RECEIVES) OF THE OPIOID SETTLEMENT FUND FOR REMAINING FISCAL YEARS OF AGREEMENT.

6. Agreement with OurEnergy to Apply For a Grant For a Microgrid Designed to Provide Energy Resiliency During Disaster Events

The Council will receive information regarding a grant opportunity for funding of a microgrid through a program sponsored by Pacific Gas and Electric (PG&E) to provide energy resiliency to the City during disasters.

ACTION REQUESTED - DIRECT THE CITY ADMINISTRATOR TO:

- 1. ENTER INTO AN AGREEMENT WITH OURENERGY TO EXECUTE A STUDY AND APPLY FOR A MIP GRANT TO DESIGN AND CONSTRUCT A MICROGRID (ATTACHMENT 3); AND
- 2. ENTER INTO A NON-DISCLOSURE AGREEMENT WITH PGE (ATTACHMENT 4).

7. Updated Policies for the City of Oroville

The Council will consider the approval of the updated Policy Manual for the City of Oroville.

ACTION REQUESTED -

- 1. APPROVE OF THE UPDATED POLICIES FOR THE CITY OF OROVILLE AND;
- ADOPT RESOLUTION NO. 9229 A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING THE UPDATED CITY OF OROVILLE POLICY MANUAL.

8. Streets Project Overview and Update

The City Council will hear a presentation with a conceptual design framework and the planned public outreach process for improvements on Washington Avenue and Table Mountain Boulevard. The Council will also hear brief updates on other city road projects.

ACTION REQUESTED -

PROVIDE APPROVAL TO MOVE FORWARD WITH THE PUBLIC OUTREACH AND GRANT APPLICATION PROCESSES.

9. Contract with Blue Tent Farms LLC for Goat Grazing Vegetation Management

The Council may award a three-year contract to Blue Tent Farms for goat grazing vegetation management services of 15 City owned locations for the amount of \$111,716.50 annually for a total of \$335,149.50 for three years.

ACTION REQUESTED -

AWARD THE GOAT GRAZING CONTRACT TO BLUE TENT FARMS LLC FOR THE FUEL REDUCTION AND GOAT GRAZING PROJECT AND DIRECT THE CITY ADMINISTRATOR TO SIGN AGREEMENTS.

10. Event Coordinator Fee for Gonzalo "Peewee" Curiel for City Airport Fly In Events

On behalf of Council Member Webber and Council Johnstone, Council will consider compensating Gonzalo "Peewee" Curiel a fee for his efforts with City Fly In events at the City Airport.

ACTION REQUESTED -

PROVIDE STAFF DIRECTION WITH REGARD TO COMPENSATING GONZALO "PEEWEE" CURIEL FOR HIS EFFORTS WITH CITY FLY IN EVENTS AT THE CITY AIRPORT.

11. Board / Committee / Commissioner Compensation

On behalf of Council Member Riggs and Vice Mayor Smith, Council will consider requiring the compensation received when Council members serve on certain Council appointed Boards, Committees or Commissions be redirected to the Community Enhancement Fund, to be used to support local projects or events that impact the quality of life of our residents, or provide a community benefit.

ACTION REQUESTED -

PROVIDE STAFF DIRECTION WITH REGARD TO COMPENSATION PROVIDED FOR SERVING ON VARIOUS BOARD / COMMITTEE / COMMISSIONS.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing and staff will present the item and answer Council questions.
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed and then the Council will debate and take action
- Those wishing to speak at the public hearings below, but unable to attend before 5pm, may request that the council consider holding the public hearing after 5pm by emailing cityclerk@cityoforoville.org or calling 530-538-2535. Please submit request 24 hours before the meeting.
- Individuals may email comments for council consideration to <u>publiccomment@cityoforoville.org</u>

12. FIRST READING OF AN AMENDMENT OF OROVILLE MUNICIPAL CODE SECTION 17.16.010 – ACCESSORY DWELLING UNITS

The City Council will consider amending Municipal Code Section 17.16.010 ("Accessory Dwelling Units") to bring the City's ordinance into compliance with state law.

ACTION REQUESTED -

OPEN PUBLIC HEARING AND CONTINUE TO MARCH 5, 2024 CITY COUNCIL REGULAR COUNCIL MEETING.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

FUTURE AGENDA ITEMS / CORRESPONDENCE

- 1. Future Agenda Items
- 2. Correspondence
 - i. January 2024 Fire Department Statistics

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on March 5, 2024 at 4:00 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

Recordings - All meetings are recorded and broadcast live on cityoforoville.org and YouTube.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: CHRIS TENNS, CALFIRE ASSISTANT CHIEF - OROVILLE CITY

DIVISION

RE: PURCHASE OF MOTOROLA MOBILE RADIOS AND ASSOCIATED

EQUIPMENT

DATE: FEBRUARY 20, 2024

SUMMARY

Council may consider authorizing the Fire Department to purchase Motorola mobile radios and associated equipment in an amount not to exceed \$36,802.51.

DISCUSSION

Staff is requesting to purchase 4 Motorola mobile radios with associated equipment. Funds have already been allocated for this purchase through this year's budget request.

Radios are crucial at the Oroville Fire Department for facilitating rapid and effective communication among firefighters, emergency responders, and command personnel during emergencies. They ensure seamless communication between firefighters operating in different areas, enabling swift responses, improved situational awareness, and enhanced overall safety for both firefighters and the public. Additionally, radios serve as vital tools for coordinating mutual aid efforts with neighboring departments, ensuring a unified response to large-scale incidents, and optimizing resource allocation. These radios will replace outdated ones in existing apparatus and new incoming apparatus.

FISCAL IMPACT

\$36,802.51 from the Fire operational budget.

RECOMMENDATION

Staff recommends council authorize the Fire Department to purchase Motorola mobile radios and associated equipment.

ATTACHMENTS

Quote

Page 1

MOTOROLA SOLUTIONS

Billing Address:

CITY OF OROVILLE FIRE Quote Date: 2024-01-12
2055 W. LINCOLN ST Expiration Date: 2024-03-12

Motorola Manı

Contract Name: 36779 - STATE OF CALIFORNIA STPD-

OROVILLE CA, 95966 SW-1311-01 jtre

Customer: CITY OF OROVILLE FIRE Currency: USD

Contact Name: John Gaddie

Contact Email: john.gaddie@fire.ca.gov

Contact Phone: 5309229009

Terms and Conditions: Net 30 days

Line #	Item Number	Description	Quantity	Unit List Price
	APX™ 8500			
1	M37TXS9PW1AN APX8500 ALL BAND HP MOBILE.		2	\$6,944.08
		ADD: OUT OF THE BOX WIFI		
1a	GA09007AA	PROVISIONING.	2	\$0.00
1b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC.	2	\$480.00
1c	G831AD	ADD: SPKR 15W WATER RESISTANT.	2	\$66.00
		ADD: BLUETOOTH/WIFI/GNSS FLEXIBLE		
1d	GA00250AA	CABLE LMR195.	2	\$110.00
1e	G996AS	ENH: OVER THE AIR PROVISIONING.	2	\$110.00
1f	GA00580AA	ADD: TDMA OPERATION.	2	\$495.00
		ADD: ALL BAND MOBILE ANTENNA		
1g	GA01513AB	(7/8/V/U).	2	\$105.00
1h	G53AL	ADD: FPP & CLONE APX.	2	\$165.00
1i	W20CA	ADD: KEYPAD MIC GCAI APX.	2	\$198.00
1 j	G51AT	ENH:SMARTZONE.	2	\$1,650.00
1k	GA09001AA	ADD: WI-FI CAPABILITY.	2	\$330.00
		ADD: APX O7 CONTROL HEAD (STANDARD		
11	GA00805AA	KEYPAD).	2	\$695.00
1m	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	2	\$0.00
1n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	2	\$0.00
10	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	2	\$567.00
1p	QA09113AB	ADD: BASELINE RELEASE SW.	2	\$0.00

		ADD: ADP ONLY (NON-P25 CAP		
1q	G193AK	COMPLIANT) (US ONLY).	2	\$0.00
1r	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	2	\$330.00
	APX™ Radio Management			
2	T7914A	RADIO MANAGEMENT ONLINE.	1	\$0.00
		ADD: RADIO MANAGEMENT LICENSES		
2a	UA00049AA	ONLINE.	4	\$110.00
	APX™ 8500			
3	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE.	2	\$6,944.08
		ADD: OUT OF THE BOX WIFI		
3a	GA09007AA	PROVISIONING.	2	\$0.00
3b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC.	2	\$480.00
3c	G831AD	ADD: SPKR 15W WATER RESISTANT.	4	\$66.00
		ADD: BLUETOOTH/WIFI/GNSS FLEXIBLE		
3d	GA00250AA	CABLE LMR195.	2	\$110.00
3e	G996AS	ENH: OVER THE AIR PROVISIONING.	2	\$110.00
3f	GA00580AA	ADD: TDMA OPERATION.	2	\$495.00
		ADD: ALL BAND MOBILE ANTENNA		
3g	GA01513AB	(7/8/V/U).	2	\$105.00
				_
3h	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX.	4	\$17.00
3i	G53AL	ADD: FPP & CLONE APX.	2	\$165.00
3j	W20CA	ADD: KEYPAD MIC GCAI APX.	4	\$198.00
3k	G51AT	ENH:SMARTZONE.	2	\$1,650.00
31	GA09001AA	ADD: WI-FI CAPABILITY.	2	\$330.00
		ADD: APX O7 CONTROL HEAD (STANDARD		
3m	GA00805AA	KEYPAD).	2	\$695.00
3n	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	2	\$0.00
		ADD: APX DUAL-CONTROL HARDWARE (O7		
3о	GA00092AF	STANDARD KEYPAD).	2	\$627.00
3р	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	2	\$0.00
3q	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	2	\$567.00
3r	QA09113AB	ADD: BASELINE RELEASE SW.	2	\$0.00
		ADD: ADP ONLY (NON-P25 CAP		
3s	G193AK	COMPLIANT) (US ONLY).	2	\$0.00
3t	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	2	\$330.00

Quote Number: QUOTE-2486552

REV001

Quote Created By:

Jim Trevino Notes: (2) APX8500 All Band Radio with Trunking and TDMA. Single 07 contro ufacture Representative (2) APX8500 All Band Radios with Trunking and TDMA. Dual 07 Contro

Includes Radio Management licenses

evino@daywireless.com 408-640-9861

Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
\$13,888.16	35.00%	\$2,430.43	\$4,513.65	\$9,027.30	0681
\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
\$960.00	0.00%	\$0.00	\$480.00	\$960.00	0185
\$132.00	35.00%	\$23.10	\$42.90	\$85.80	0681
¢220.00	35.00%	¢20.50	¢74.50	¢1.42.00	0604
\$220.00		\$38.50			
\$220.00	35.00%	\$38.50	\$71.50	\$143.00	
\$990.00	35.00%	\$173.25	\$321.75	\$643.50	0681
\$210.00	35.00%	\$36.75	\$68.25	\$136.50	0681
\$330.00	35.00%	\$57.75	\$107.25	\$214.50	0681
\$396.00	35.00%	\$69.30	\$128.70	\$257.40	0681
\$3,300.00	35.00%	\$577.50	\$1,072.50	\$2,145.00	0681
\$660.00	35.00%	\$115.50	\$214.50	\$429.00	0681
\$1,390.00	35.00%	\$243.25	\$451.75	\$903.50	0681
\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
\$1,134.00	35.00%	\$198.45	\$368.55	\$737.10	0681
\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681

\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
\$660.00	35.00%	\$115.50	\$214.50	\$429.00	
·		,	,		
\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0430
\$440.00	35.00%	\$38.50	\$71.50	\$286.00	0430
\$13,888.16	35.00%	\$2,430.43	\$4,513.65	\$9,027.30	0681
\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
\$960.00	0.00%	\$0.00	\$480.00	\$960.00	0185
\$264.00	35.00%	\$23.10	\$42.90	\$171.60	0681
\$220.00	35.00%	\$38.50	\$71.50	\$143.00	0681
\$220.00	35.00%	\$38.50	\$71.50	\$143.00	0681
\$990.00	35.00%	\$173.25	\$321.75	\$643.50	0681
\$210.00	35.00%	\$36.75	\$68.25	\$136.50	0681
\$68.00	35.00%	\$5.95	\$11.05	\$44.20	0681
\$330.00	35.00%	\$57.75	\$107.25	\$214.50	0681
\$792.00	35.00%	\$69.30	\$128.70	\$514.80	0681
\$3,300.00	35.00%	\$577.50	\$1,072.50	\$2,145.00	0681
\$660.00	35.00%	\$115.50	\$214.50	\$429.00	0681
\$1,390.00	35.00%	\$243.25	\$451.75	\$903.50	0681
\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
\$1,254.00	35.00%	\$219.45	\$407.55	\$815.10	
\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
\$1,134.00	35.00%	\$198.45	\$368.55	\$737.10	0681
\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0681
\$660.00	35.00%	\$115.50	\$214.50	\$429.00	0681

 Net Total
 \$33,997.70

 Estimated Tax
 \$2,804.81

Estimated Freight \$0.00 Grand Total \$36,802.51

- I head
- I Heads

Parametric Data	
	Parametric Data

EMAILADR = john.gaddie@fire.ca.gov	



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: FRED MAYO, PUBLIC WORKS DIRECTOR

RE: EMERGENCY SEWER REPAIRS AND ROADWAY RESURFACING

DATE: FEBRUARY 20, 2024

SUMMARY

Public Works staff recently identified multiple sewer main failures and roadway damage necessitating immediate action. Given the severity of the situation, Duke Sherwood Construction was brought in to undertake emergency repairs on these systems.

DISCUSSION

City staff recently discovered significant pipeline failures on multiple segments of the City sewer system through regular CCTV inspections which could have led to sanitary sewer spills. Additionally, deterioration of certain segments of the roadway on Table Mountain Boulevard during winter storms demanded our immediate attention. Dukes Sherwood Construction Inc. was enlisted to conduct necessary repairs at these locations, given their capability for large traffic control and expertise in complex confined space entry.

Emergency Sewer Work

Location 1: Grand Ave - The 8-inch clay pipe experienced a complete failure, which was resolved by replacing it with a new 5-foot-long section of 8-inch pipe.

Location 2: High Street - The drop entrance sewer main connection failed, resulting in a significant void and the introduction of silt and cobble into the main. Repairs involved installing a new drop entrance and spout, along with replacing 5 feet of pipe.

Location 3: The Orange Tree Senior Living Facility experienced a failure of the saddle, tap, and a section of the main. To address this, a new saddle with a 6-foot pipe and a new T connection were installed.

Location 4: At 1200 Myers Street, a manhole was found to have significant degradation, nearing failure. To prevent further deterioration, the manhole underwent complete resurfacing with high-strength grout.

Emergency Roadway Work

The intersection of Table Mountain Boulevard and Riverview Terrace was experiencing failure, with a significant void found due to a collapse of base material from inadequate

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compaction. This required a broader scope of work, including the injection of highperformance slurry to stabilize the trench line road base and ensure proper compaction, as well as restoration of the roadway surface.

FISCAL IMPACT

Emergency Sewer Main Repairs: \$54,958.00

Table Mountain Boulevard Sinkhole repairs: \$15,177.00

Appropriations would be charged to the Sewer Enterprise Operation Fund 400.4000-6130 and Street Department Fund 100.1170-6225

RECOMMENDATION

The staff recommends that the Council approve payment for all invoices for the work completed.

ATTACHMENTS

Copies of invoices dated 10/04/2023 & 02/08/2024

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Page 1 of 2

Time:

Invoice for: **CITY OF OROVILLE SS REPAIRS**

from

Bid Date: 10/04/2023 **Duke Sherwood Contracting Inc.** 3:00PM 495 Stimpson Rd, Oroville, CA 95965

(530) 846-2710

License: 327827 Type: A



Item 2.

Oroville, City Of

Quote Number: 155-23

Item	Description	Quantity Unit	Unit Price	Total Price
01	Myers Ave North SSMH Trough Repair	1.00 LS	5,353.0000	5,353.00
02	Veatch & High SSMH Drop Repair	1.00 LS	17,697.0000	17,697.00
03	High St SSMain Saddle Repair	1.00 LS	12,289.0000	12,289.00
			Total:	35,339.00

Attachment Enclosed

Duke Sherwood Contracting Inc. Job Conditions - Attachment 'A'

CITY OF OROVILLE SS REPAIRS

Thank you for giving Duke Sherwood Contracting Inc. the opportunity to offer our services.

INCLUSIONS:

ITEM 1- PERFORM PERMITTED CONFINED SPACE ENTRY INTO EXISTING SSMH AT NORTH END OF MYERS ST., FLUSH MH, PLUG UPSTREAM PIPES AND VAC EXISTING SSMH BASE AND PRESSURE WASH. CONSTRUCT NEW TROUGH TO FLOW LINE GRADE MATCHING EXISTING PIPES WITH NON SHRINK FAST SETTING GROUT.

ITEM 2- EXCAVATE EXISTING SSMH DROP INLET AT UPPER PIPE AND REMOVE AND REPLACE (AT HIGH/VEACH), BACK FILL PER CITY STANDARD AND PAVE BACK. GROUT NEW DROP INSIDE SSMH. ITEM 3- EXCAVATE EXISTING SSMAIN AT BROKEN SADDLE REMOVE AND REPLACE. BACKFILL PER CITY STANDARDS AND PAVE.

EXCLUSIONS:

GRADING SEWER STORM DRAIN WATER **SUBGRADE** FINISH GRADE **PAVE** SEAL COAT STRIPPING & SIGNS LANDSCAPING **SWPPP PERMITS FEES ENGINEERING** SURVEYING **BONDS**

ESCALATION CLAUSE: Oil surcharges for this quote are based on current rack prices for PG 64-10. An increase of \$0.60 per ton for every \$10.00 increase in liquid asphalt will be reflected in the price at the time of paving.

This proposal is valid for 30 days from the enclosed date. Thank you,

Doug Sherwood DIR#:1000007768

Run by: Doug Sherwood Estimator: Donald Sherwood

For Job: CITY OF OROVILLE SS REPAIRS

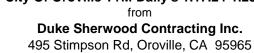


Invoice for: City Of Oroville T+M Daily's 1.17.24-1.25.24

Date: 2/08/2024 Time: 1:00PM

Job Number: 104-24

Oroville, City Of



(530) 846-2710 License: 327827 Type: A



Item 2.

	Item	Description	Quantity Unit	Unit Price	Total Price
01		T+M Daily Work Reports			
	01.01	1.17.24 & 1.23.24 Daily Work Report [#1314]	1.00 LS	14,916.0000	14,916.00
	01.02	1.25.24 Daily Work Report [#1316]	1.00 LS	15,177.0000	15,177.00
	01.03	1.25.24 Daily Work Report [#1315]	1.00 LS	4,703.0000	4,703.00
				Total:	34,796.00
				Total:	34,796.00

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Duke Sherwood Contracting Inc. Job Conditions - Attachment 'A'

City Of Oroville T+M Daily's 1.17.24-1.25.24

Thank you for giving Duke Sherwood Contracting Inc. the opportunity to offer our services.

INCLUSIONS:

- 1.) This PCO pricing represents the cost of the work that was completed, and tracked, on a T+M basis from 1/17/24-1/25/24. Please reference the signed/executed Daily Work Reports that are attached below for a better understanding of what scope was completed each day. As you will see in the attached daily reports, the work completed was either S.S. repairs, or sink hole repairs, for the City of Oroville at the locations listed below:
- i) 22 Grand Ave [Broken S.S. Repair]
- ii) Table Mountain Blvd. & Riverview Terr. Intersection [Repair of (2) Existing Sink Holes]
- iii) 22 Grand Ave [Broken S.S. Repair Patch Pave]

EXCLUSIONS:

STORM DRAIN
WATER
PREVAILING WAGE
SEAL COAT
STRIPPING & SIGNS
LANDSCAPING
SWPPP
PERMITS
FEES
ENGINEERING
SURVEYING
BONDS

ESCALATION CLAUSE: Oil surcharges for this quote are based on current rack prices for PG 64-10. An increase of \$0.60 per ton for every \$10.00 increase in liquid asphalt will be reflected in the price at the time of paving.

Thank you,

Peyton Sherwood DIR#:1000007768

Run by: Doug Sherwood Estimator: Peyton Sherwood For Job: City Of Oroville T+M Daily's 1.17.24-1.25.24





Duke Sherwood Contracting, Inc. GENERAL ENGINEERING CONTRACTOR CA #327827 · NV #43855

495 Stimpson Road · Oroville, CA 95965 Phone (530) 533-2710 · FAX (530) 846-6760

DAILY WORK REPORT

DATE: 1-17-24 , 1-23-24

PROJECT: 22 Grand Ane. (City of Droville)

WEATHER:

	TYPE EQUIPMENT	HRS.	LABOR CLASSIFICATION	HRS.
1	1/17 tok# 0	4	Don S	4
2	Cal West culling #7 (0000091443		MorkF	4
3			MrKJ	4
4	1/23 Lowbed #77	2	Morces S.	2
5	303 CAT	8	make F.	8
6	Vaccon	5	Tyler S.	5
7	Syd Dung	8	Joe T	8
8	930 Loader	4	JukeF	8
9	Tok #7 (Nacher/VibraPlate)	3	mark FIR	9
10	Trh #7 (Vacher/VibraPlede) Tru#0 (Treffic Control)	3	Don S	8
11	Tok # (D (Signs)	8	Zack P	8 3 2
12	Supe- 10 #73	2	Friz 6.	2
13			MAT	
14			1-5 yd chips, 125 yd Base, lydkb) 2-6" Clary to polistic Fire)
15			2-6" Clare to plate From	

MAJOR ITEMS OF WORK COMPLETED:

201 6" SDR

- Sawent and execute @ 22 Grand for repair of broken sever 6" clay. Performed repair bullet' & recompact. Temp. pave.

DELAYS, CONFLICTS, DIFFERING SITE CONDITIONS, CHANGES, ETC.:

REMARKS:

Verify has . - De



Work Order #: 000009144

Item 2.

Internal Job #: 0000037689

3000 TARA CT CUTTING, INC. UNION CITY, CA 94587 Contractors Lic: #320029 DIR#: 1000006938

Lead Tech: ZACH PROSSER

Vehicle: YCC-7 (YCC-7 ZACH PROSS

Job Start Date: 01/17/2024

Wednesday

Start Time: 12:00PM

Task Type(s): G/SS

CUSTOMER INFORMATION

Customer: DUKE SHERWOOD CONTRACTING

Ordered By:

Cal West Sales Rep: MIKE BIRCH

JOB SITE INFORMATION

Job Name: CITY OF OROVILLE UTILITY...

HIGH STREET & VEACH

OROVILLE, CA

PO No:

Req. No:

SITE CONTACT:

Name: DON SHERWOOD

Cell: (530) 624-6271

Office: () -

EQUIP/MAT NEEDED:

Work Description

GAS / DIESEL SLAB SAW

SLAB SAW / SLURRY VAC / THEY RUN SLURRY

(2) 3' X 8' X 6" A/C SQUARES / HIGHT STREET (1) 3' X 8' X 6" A/C SQUARES / GRAND AVE

SHERWOOD CREW WILL TAKE YOU TO GRAND AVE SITE

Started:	10.43	Arrived:	2000 Departed: 550 Completed:	Truck:
TYPE	QTY	DIA/DEPTH	DESCRIPTION OF ACTUAL WORK COMPLETED	
			(3) 10CA+10NS	
			120'X5" AC	
			CUSTOMER WC	

CAL-WEST & NATIONAL CONCRETE CUTTING WORK POLICIES ABSOLUTELY EXCLUDES ANY LIABILITY FOR THE FOLLOWING:

- * We accept no responsibility for layout, permits, barricades, traffic or pedestrian control, safety barriers or protection for any open areas resulting from, saw cuts, core holes, demolition or excavation work.
- * Any damage to structural steel, tension cables, conduit, pipe, wood, beams or footings concealed in or under concrete or asphalt surfaces, or within the cutting, drilling, demolition or excavation depths required.
- Damage claims must be reported to our office within 48 hours after damage occurred. Cal-West / National Concrete Cutting reserves the right to inspect any damage and repair or sublet the repairs before accepting back
- * All slurry clean-up will be considered extra and charged separately unless specified as part of our bid. Protection of all surrounding areas, structures and property, etc., will be the sole responsibility of the customer.
- * Cal-West / National Concrete Cutting, as a bid provision, will not accept, or allow retention of funds for this or any other project.



Duke Sherwood Contracting, Inc. VERAL ENGINEERING CONTRACTOR CA #327827 · NV #43855

495 Stimpson Road · Oroville, CA 95965 Phone (530) 533-2710 · FAX (530) 846-6760

DAILY WORK REPORT

DATE: 1-25-24

PROJECT: City of Oranile (Thint/Riverien t. Sink Hole Dave)

WEATHER:

	TYPE EQUIPMENT	HRS.	LABOR CLASSIFICATION	HRS.
1	308 CAT	8	MWKF	
2	Super 10	7	Eric 6	9 7
3	5. yol Darp	8	Tylers.	8
4	Tik to traffic 6	8	Don S.	8
5	tik to il pot	4	Dougs	
6	Trh 410 (Vibra plate/wacker)	8	Jaka F	8
7	CALWest (conting Asphile)		JoeT	8
8	MAT		2ach P	8
9	matters -		Mirk FJr.	8
10	Matters - Frankline -		Tin 11.	3
11			Long D.	3
12			Derin C.	
13				3
14				me
15				

MAJORITEMS OF WORK COMPLETED: Cal rest comente Siment & 2 existing sink Holy filled in 10 gds 3s. popeara mix (anothers). 11 ton of Ac (Fromblin).

DELAYS, CONFLICTS, DIFFERING SITE CONDITIONS, CHANGES, ETC.:

REMARKS:

Verily Las - Dung

Work Order

CONCRETE

CONCRETE

3000 TARA CT

CUTTING, INC. UNION CITY, CA 94587

Contractors Lic: #320029 DIR#: 1000006938

Lead Tech: COLE ANDERSON

Vehicle: YCC-3 (YCC-3 JOHN...

Job Start Date: 01/25/2024

Thursday

Start Time: 7:30AM

Task Type(s):

2W many

Work Order #: 0000091706
Internal Job #: 0000037768

CUSTOMER INFORMATION

Customer: DUKE SHERWOOD CONTRACTING
Ordered By:

Cal West Sales Rep: MIKE BIRCH

Cal West Sales Rep: MIKE BIRCH

DO No:

SITE CONTACT:
Name: DON SHERWOOD

Cell: (530) 624-6271

Work Description

GAS SLAB SAWING

SLAB SAW / SLURRY CONTROL / THEY RUN SLURRY

(2) 15' X 6' X 6" ASPHALT BELL HOLES

TRAFFIC CONTROL WILL BE SET UP BY 7:30

Started:	10.1160	Arrived:	Departed: 1 1/1 Completed: Truck: \- 17
TYPE	QTY	DIA/DEPTH	DESCRIPTION OF ACTUAL WORK COMPLETED
			Let 34 linear of (o'Al For Codiner
			(Jacon)

CAL-WEST & NATIONAL CONCRETE CUTTING WORK POLICIES ABSOLUTELY EXCLUDES ANY LIABILITY FOR THE FOLLOWING:

- * We accept no responsibility for layout, permits, barricades, traffic or pedestrian control, safety barriers or protection for any open areas resulting from, saw cuts, core holes, demolition or excavation work.
- * Any damage to structural steel, tension cables, conduit, pipe, wood, beams or footings concealed in or under concrete or asphalt surfaces, or within the cutting, drilling, demolition or excavation depths required.
- * Damage claims must be reported to our office within 48 hours after damage occurred. Cal-West / National Concrete Cutting reserves the right to inspect any damage and repair or sublet the repairs before accepting back charges.
- * All slurry clean-up will be considered extra and charged separately unless specified as part of our bid. Protection of all surrounding areas, structures and property, etc., will be the sole responsibility of the customer.

* Cal-West / National Concrete Cutting, as a bid provision, will not accept, or allow retention of funds for this or any other project.

be Hanss



Duke Sherwood Contracting, Inc. GENERAL ENGINEERING CONTRACTOR

495 Stimpson Road · Oroville, CA 95965 Phone (530) 533-2710 · FAX (530) 846-6760

DAILY WORK REPORT

DATE: 1-15-27

PROJECT: 22 Grand City of Orsulle

WEATHER:

	TYPE EQUIPMENT	HRS.	LABOR CLASSIFICATION	HRS.
1	420 Buchline	1	Derin C.	2
2	Tok# U-Try countral	2	Don S.	2
3	Trk=1 - 0.1 pot		JoeT	2
4	TIK #10 - Vibra plate		Jaket	2
5	CAT Rille-		Lonnic D	2
6	Loubed #75 (roller/sweeper)	1	Mircus S.	2
7	, , ,		1ho-4 1=	2
8			2-16 P	2
9			wilk FJ.	2
10	5 yd Dwys (5 TON AC)	2	Tyles S.	7
11	Sypr 10 (load for poss)	1	Enic 6.	1
12				
13				
14				
15				

- patch pare sever repair @ 22 G-and.

DELAYS, CONFLICTS, DIFFERING SITE CONDITIONS, CHANGES, ETC.:

REMARKS:

Verify L-5 - Da &



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: LIZ EHRENSTROM, HUMAN RESOURCE/RISK MANAGER

RE: MASTER SALARY SCHEDULE UPDATE

DATE: FEBRUARY 20, 2024

SUMMARY

The City Council will consider and adopt the master salary schedule.

DISCUSSION

The City Council will consider to adopt the updated master salary schedule to include the Assistant Director of Public Works/City Engineer and the Electrician Apprentice salary range. Both ranges have been previously approved by the Council with the adoption of the job descriptions. This change simply adds these classifications to the master salary schedule.

FISCAL IMPACT

None

RECOMMENDATION

Approve the attached Master Salary Schedule including a salary range for Assistant Director of Public Works/City Engineer and Electrician's Assistant.

ATTACHMENTS

Master Salary Schedule

Page 1

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CITY OF OROVILLE MASTER SALARY SCHEDULE

Revised: February 20, 2024 Approved by Council: 02/20/2024

Revised: February 20, 2024			Approved by C	Council: 02/20/2	2024				
		E	LECTED OFFIC	CIAL'S STIPENI	D SCHEDULE				
Mayor	\$600	Monthly	Plus \$5/Mtg. Up to 2 Mtgs. Per Month						
Council Members	\$500	Monthly	Fius \$5/Wit	y. Up to 2 witgs	. Per Month				
Treasurer	\$500	Monthly							
		D	EPARTMENT H	HEAD'S SALAR	Y SCHEDULE				
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
City Administrator	\$168,132	\$176,538	\$185,365	\$194,633	\$204,365	\$214,583	\$225,312	Bonus*	Annual
	\$14,011.00	\$14,711.50	\$15,447.08	\$16,219.42	\$17,030.42	\$17,881.92	\$18,776.00		Monthly
	\$80.83	\$84.87	\$89.12	\$93.57	\$98.25	\$103.16	\$108.32		Hourly
Police Chief	\$128,100	\$134,505	\$141,230	\$148,292	\$155,706	\$163,492	\$171,666	\$180,250	Annual
	\$10,675.00	\$11,208.75	\$11,769.19	\$12,357.65	\$12,975.53	\$13,624.31	\$14,305.52	\$15,020.80	Monthly
	\$61.59	\$64.67	\$67.90	\$71.29	\$74.86	\$78.60	\$82.53	\$86.66	Hourly
Department Heads	\$122,282	\$128,714	\$135,486	\$142,619	\$150,123	\$158,028	\$166,345	\$175,100	Annual
	\$10,190.13	\$10,726.16	\$11,290.52	\$11,884.91	\$12,510.21	\$13,168.98	\$13,862.08	\$14,591.67	Monthly
	\$58.79	\$61.88	\$65.14	\$68.57	\$72.17	\$75.97	\$79.97	\$84.18	Hourly
Assistant Police Chief	\$106,147	\$111,454	\$117,027	\$122,878	\$129,022	\$135,473	\$142,247	\$149,359	Annual
	\$8,845.58	\$9,287.86	\$9,752.26	\$10,239.87	\$10,751.86	\$11,289.45	\$11,853.93	\$12,446.62	Monthly
	\$51.03	\$53.58	\$56.26	\$59.08	\$62.02997	\$65.13	\$68.39	\$71.81	Hourly
Assistant Dir of Comm Devel	\$86,901	\$91,248	\$95,811	\$100,602	\$105,632	\$110,913	\$116,459	\$122,282	Annual
	\$7,241.75	\$7,603.98	\$7,984.22	\$8,383.51	\$8,802.64	\$9,242.79	\$9,704.92	\$10,190.13	Monthly
	\$41.78	\$43.87	\$46.06	\$48.37	\$50.78	\$53.32	\$55.99	\$58.79	Hourly
Assistant Director of Public	\$111,997	\$117,596	\$123,476	\$129,650	\$136,132	\$142,939	\$150,086	\$157,590	Annual
Work/ City Engineer	\$9,333.04	\$9,799.69	\$10,289.68	\$10,804.16	\$11,344.37	\$11,911.59	\$12,507.17	\$13,132.53	Monthly
	\$53.84	\$56.54	\$59.36	\$62.33	\$65.45	\$68.72	\$72.16	\$75.76	Hourly
			OROVILLE MA	ANAGER'S ASS	SOCIATION				
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Police Lieutenant	\$93,935.75	\$98,632.54	\$103,564.16	\$108,742.37	\$114,179.49	\$119,888.47	\$125,882.89	\$132,177.03	Annual
	\$7,827.98	\$8,219.38	\$8,630.35	\$9,061.86	\$9,514.96	\$9,990.71	\$10,490.24	\$11,014.75	Monthly
	\$45.16142	\$47.41949	\$49.79046	\$52.27999	\$54.89399	\$57.63869	\$60.52062	\$63.54665	Hourly
Project Mgr./Sr. Civil Engineer	\$90,475.41	\$94,999.18	\$99,749.14	\$104,736.60	\$109,973.43	\$115,472.10	\$121,245.70	\$127,307.99	Annual
	\$7,539.62	\$7,916.60	\$8,312.43	\$8,728.05	\$9,164.45	\$9,622.67	\$10,103.81	\$10,609.00	Monthly
	\$43.50	\$45.67	\$47.96	\$50.35	\$52.87	\$55.52	\$58.29	\$61.21	Hourly
Management Analyst III	\$80,231.89	\$86,905.03	\$91,251.75	\$95,814.56	\$100,604.72	\$105,634.62	\$110,916.63	\$116,463.15	Annual
Airport Manager	\$6,685.99	\$7,242.09	\$7,604.31	\$7,984.55	\$8,383.73	\$8,802.89	\$9,243.05	\$9,705.26	Monthly
HR Manager	\$38.57302	\$41.78126	\$43.87103	\$46.06469	\$48.36765	\$50.78588	\$53.32530	\$55.99190	Hourly
IT Manager									
Building Official									
Public Works Manager									

		C	POA SWORN	AND NON-SWC	RN 1ST TIER				
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Sergeant	\$73,529.40	\$77,205.87	\$81,066.16	\$85,119.47	\$89,375.45	\$93,844.22	\$98,536.43	\$103,463.25	Annual
	\$6,127.45	\$6,433.82	\$6,755.51	\$7,093.29	\$7,447.95	\$7,820.35	\$8,211.37	\$8,621.94	Monthly
	\$35.35067	\$37.11821	\$38.97412	\$40.92282	\$42.96896	\$45.11741	\$47.37328	\$49.74195	Hourly
Rotational Detective/OIC	\$61,713.79	\$64,799.48	\$68,039.45	\$71,441.43	\$75,013.50	\$78,764.17	\$82,702.38	\$86,837.50	Annual
5% Above Police Officer	\$5,142.82	\$5,399.96	\$5,669.95	\$5,953.45	\$6,251.12	\$6,563.68	\$6,891.87	\$7,236.46	Monthly
	\$29.67009	\$31.15360	\$32.71128	\$34.34684	\$36.06418	\$37.86739	\$39.76076	\$41.74880	Hourly
Police Officer	\$58,775.04	\$61,713.79	\$64,799.48	\$68,039.46	\$71,441.43	\$75,013.50	\$78,764.17	\$82,702.38	Annual
	\$4,897.92	\$5,142.82	\$5,399.96	\$5,669.95	\$5,953.45	\$6,251.12	\$6,563.68	\$6,891.87	Monthly
	\$28.25723	\$29.67009	\$31.15360	\$32.71128	\$34.34684	\$36.06418	\$37.86739	\$39.76076	Hourly
Reserve Police Officer	\$28.25723	\$29.67009	\$31.15360	\$32.71128	\$34.34684	\$36.06418	\$37.86739	\$39.76076	Hourly
Reserve Investigator	\$25.00000								Hourly
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G		
Police Dispatch Supervisor	\$46,068.45	\$48,371.87	\$50,790.47	\$53,329.99	\$55,996.49	\$58,796.31	\$61,736.13	Annual	
Police Records Supervisor	\$3,839.04	\$4,030.99	\$4,232.54	\$4,444.17	\$4,666.37	\$4,899.69	\$5,144.68	Monthly	
	\$22.14829	\$23.25571	\$24.41849	\$25.63942	\$26.92139	\$28.26746	\$29.68083	Hourly	
Police Admin. Assistant	\$42,589.94	\$44,719.44	\$46,955.41	\$49,303.18	\$51,768.34	\$54,356.76	\$57,074.59	Annual	
	\$3,549.16	\$3,726.62	\$3,912.95	\$4,108.60	\$4,314.03	\$4,529.73	\$4,756.22	Monthly	
	\$20.47593	\$21.49973	\$22.57472	\$23.70345	\$24.88862	\$26.13306	\$27.43971	Hourly	
Police Dispatcher	\$42,655.98	\$44,788.78	\$47,028.22	\$49,379.63	\$51,848.61	\$54,441.04	\$57,163.09	Annual	
	\$3,554.67	\$3,732.40	\$3,919.02	\$4,114.97	\$4,320.72	\$4,536.75	\$4,763.59	Monthly	
	\$20.50768	\$21.53307	\$22.60972	\$23.74021	\$24.92722	\$26.17358	\$27.48226	Hourly	
MLE	\$37,921.97	\$39,818.07	\$41,808.97	\$43,899.42	\$46,094.39	\$48,399.11	\$50,819.07	Annual	
	\$3,160.16	\$3,318.17	\$3,484.08	\$3,658.29	\$3,841.20	\$4,033.26	\$4,234.92	Monthly	
	\$18.23172	\$19.14330	\$20.10047	\$21.10549	\$22.16077	\$23.26880	\$24.43224	Hourly	
Police Records Techician	\$35,689.80	\$37,474.29	\$39,348.00	\$41,315.40	\$43,381.17	\$45,550.23	\$47,827.75	Annual	
	\$2,974.15	\$3,122.86	\$3,279.00	\$3,442.95	\$3,615.10	\$3,795.85	\$3,985.65	Monthly	
	\$17.15856	\$18.01649	\$18.91731	\$19.86318	\$20.85633	\$21.89915	\$22.99411	Hourly	
Police Recuit	\$58,775.04							Annual	
	\$4,897.92							Monthly	
	\$28.25723							Hourly	
	1ST	TIER OROVIL	LE CITY EMPL	OYEE'S ASSO	CIATION SALA	RY SCHEDULE			
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Associate Civil Engr.	\$81,324.04	\$85,390.24	\$89,659.75	\$94,142.74	\$98,849.88	\$103,792.37	\$108,981.99	\$114,431.09	Annual
	\$6,777.00	\$7,115.85	\$7,471.65	\$7,845.23	\$8,237.49	\$8,649.36	\$9,081.83	\$9,535.92	Monthly
	\$39.09810	\$41.05300	\$43.10565	\$45.26093	\$47.52398	\$49.90018	\$52.39519	\$55.01495	Hourly
Assistant Civil Engr.	\$74,876.88	\$78,620.72	\$82,551.76	\$86,679.35	\$91,013.32	\$95,563.98	\$100,342.18	\$105,359.29	Annual
	\$6,239.74	\$6,551.73	\$6,879.31	\$7,223.28	\$7,584.44	\$7,963.67	\$8,361.85	\$8,779.94	Monthly
	\$35.99850	\$37.79843	\$39.68835	\$41.67276	\$43.75640	\$45.94422	\$48.24143	\$50.65350	Hourly

Associate Planner	\$62,867.89	\$66,011.28	\$69,311.85	\$72,777.44	\$76,416.31	\$80,237.13	\$84,248.99	\$88,461.43	Annual
Recycling Coordinator	\$5,238.99	\$5,500.94	\$5,775.99	\$6,064.79	\$6,368.03	\$6,686.43	\$7,020.75	\$7,371.79	Monthly
	\$30.22495	\$31.73619	\$33.32300	\$34.98915	\$36.73861	\$38.57554	\$40.50432	\$42.52954	Hourly
GIS Specialist	\$62,168.24	\$65,276.65	\$68,540.48	\$71,967.51	\$75,565.88	\$79,344.18	\$83,311.39	\$87,476.96	Annual
	\$5,180.69	\$5,439.72	\$5,711.71	\$5,997.29	\$6,297.16	\$6,612.01	\$6,942.62	\$7,289.75	Monthly
	\$29.88858	\$31.38301	\$32.95216	\$34.59976	\$36.32975	\$38.14624	\$40.05355	\$42.05623	Hourly
Sr. Admin/SBF/PIO	\$61,116.93	\$64,172.78	\$67,381.42	\$70,750.49	\$74,288.01	\$78,002.41	\$81,902.53	\$85,997.66	Annual
Assistant City Clerk	\$5,093.08	\$5,347.73	\$5,615.12	\$5,895.87	\$6,190.67	\$6,500.20	\$6,825.21	\$7,166.47	Monthly
Cultural Facilities Curator	\$29.38314	\$30.85230	\$32.39491	\$34.01466	\$35.71539	\$37.50116	\$39.37622	\$41.34503	Hourly
Assistant Planner	\$57,882.96	\$60,777.11	\$63,815.96	\$67,006.76	\$70,357.10	\$73,874.95	\$77,568.70	\$81,447.14	Annual
	\$4,823.58	\$5,064.76	\$5,318.00	\$5,583.90	\$5,863.09	\$6,156.25	\$6,464.06	\$6,787.26	Monthly
	\$27.82835	\$29.21976	\$30.68075	\$32.21479	\$33.82553	\$35.51681	\$37.29265	\$39.15728	Hourly
Signal Tech/Electrician	\$56,045.50	\$58,847.78	\$61,790.16	\$64,879.67	\$68,123.66	\$71,529.84	\$75,106.33	\$78,861.65	Annual
	\$4,670.46	\$4,903.98	\$5,149.18	\$5,406.64	\$5,676.97	\$5,960.82	\$6,258.86	\$6,571.80	Monthly
	\$26.94495	\$28.29220	\$29.70681	\$31.19215	\$32.75176	\$34.38935	\$36.10881	\$37.91425	Hourly
IT Analyst	\$54,413.10	\$57,133.76	\$59,990.44	\$62,989.96	\$66,139.46	\$69,446.44	\$72,918.76	\$76,564.70	Annual
Accounting Analyst	\$4,534.43	\$4,761.15	\$4,999.20	\$5,249.16	\$5,511.62	\$5,787.20	\$6,076.56	\$6,380.39	Monthly
Human Resource Analyst	\$26.16014	\$27.46815	\$28.84156	\$30.28364	\$31.79782	\$33.38771	\$35.05710	\$36.80995	Hourly
Admin/Program Analyst II	\$50,732.85	\$53,269.49	\$55,932.97	\$58,729.62	\$61,666.10	\$64,749.40	\$67,986.87	\$71,386.21	Annual
	\$4,227.74	\$4,439.12	\$4,661.08	\$4,894.13	\$5,138.84	\$5,395.78	\$5,665.57	\$5,948.85	Monthly
	\$24.39079	\$25.61033	\$26.89085	\$28.23539	\$29.64716	\$31.12952	\$32.68600	\$34.32030	Hourly
Construction Inspector	\$49,727.06	\$52,213.41	\$54,824.08	\$57,565.29	\$60,443.55	\$63,465.73	\$66,639.02	\$69,970.97	Annual
	\$4,143.92	\$4,351.12	\$4,568.67	\$4,797.11	\$5,036.96	\$5,288.81	\$5,553.25	\$5,830.91	Monthly
	\$23.90724	\$25.10260	\$26.35773	\$27.67562	\$29.05940	\$30.51237	\$32.03799	\$33.63989	Hourly
Accounting Technician III	\$46,828.75	\$49,170.19	\$51,628.70	\$54,210.13	\$56,920.64	\$59,766.67	\$62,755.00	\$65,892.75	Annual
Code Enforcement Technician III	\$3,902.40	\$4,097.52	\$4,302.39	\$4,517.51	\$4,743.39	\$4,980.56	\$5,229.58	\$5,491.06	Monthly
	\$22.51382	\$23.63951	\$24.82149	\$26.06256	\$27.36569	\$28.73398	\$30.17067	\$31.67921	Hourly
Apprentice Electrician	\$46,704.58	\$49,039.81	\$51,491.80	\$54,066.39	\$56,769.71	\$59,608.19	\$62,588.60	\$65,718.03	Annual
	\$3,892.05	\$4,086.65	\$4,290.98	\$4,505.53	\$4,730.81	\$4,967.35	\$5,215.72	\$5,476.50	Monthly
	\$22.45413	\$23.57683	\$24.75567	\$25.99346	\$27.29313	\$28.65779	\$30.09068	\$31.59521	Hourly
Program Analyst I	\$45,204.82	\$47,465.06	\$49,838.31	\$52,330.23	\$54,946.74	\$57,694.08	\$60,578.78	\$63,607.72	Annual
	\$3,767.07	\$3,955.42	\$4,153.19	\$4,360.85	\$4,578.90	\$4,807.84	\$5,048.23	\$5,300.64	Monthly
	\$21.73309	\$22.81974	\$23.96073	\$25.15876	\$26.41670	\$27.73754	\$29.12441	\$30.58064	Hourly
Lead Equipment Mechanic	\$44,914.12	\$47,159.83	\$49,517.82	\$51,993.71	\$54,593.39	\$57,323.06	\$60,189.22	\$63,198.68	Annual
Lead Public Works Operator	\$3,742.84	\$3,929.99	\$4,126.48	\$4,332.81	\$4,549.45	\$4,776.92	\$5,015.77	\$5,266.56	Monthly
Lead Tree Worker	\$21.59333	\$22.67299	\$23.80664	\$24.99698	\$26.24682	\$27.55917	\$28.93712	\$30.38398	Hourly
Lead Collection System Operator									
Sr. Administrative Assistant	\$44,596.57	\$46,826.40	\$49,167.72	\$51,626.10	\$54,207.41	\$56,917.78	\$59,763.67	\$62,751.85	Annual
	\$3,716.38	\$3,902.20	\$4,097.31	\$4,302.18	\$4,517.28	\$4,743.15	\$4,980.31	\$5,229.32	Monthly
	\$21.44066	\$22.51269	\$23.63833	\$24.82024	\$26.06125	\$27.36432	\$28.73253	\$30.16916	Hourly
Accounting Technician II	\$42,571.59	\$44,700.17	\$46,935.18	\$49,281.94	\$51,746.03	\$54,333.34	\$57,050.00	\$59,902.50	Annual

Human Resource Technician	\$3,547.63	\$3,725.01	\$3,911.26	\$4,106.83	\$4,312.17	\$4,527.78	\$4,754.17	\$4,991.88	Monthly
	\$20.46711	\$21.49047	\$22.56499	\$23.69324	\$24.87790	\$26.12180	\$27.42789	\$28.79928	Hourly
Comm. Devel. Technician III	\$42,246.05	\$44,358.35	\$46,576.27	\$48,905.08	\$51,350.34	\$53,917.85	\$56,613.75	\$59,444.43	Annual
Code Enforcement Technician II	\$3,520.50	\$3,696.53	\$3,881.36	\$4,075.42	\$4,279.19	\$4,493.15	\$4,717.81	\$4,953.70	Monthly
	\$20.31060	\$21.32613	\$22.39244	\$23.51206	\$24.68766	\$25.92205	\$27.21815	\$28.57906	Hourly
Public Works Operator III	\$40,727.62	\$42,764.00	\$44,902.20	\$47,147.31	\$49,504.68	\$51,979.91	\$54,578.91	\$57,307.85	Annual
	\$3,393.97	\$3,563.67	\$3,741.85	\$3,928.94	\$4,125.39	\$4,331.66	\$4,548.24	\$4,775.65	Monthly
	\$19.58059	\$20.55962	\$21.58760	\$22.66698	\$23.80033	\$24.99034	\$26.23986	\$27.55185	Hourly
Administrative Assistant	\$39,981.71	\$41,980.80	\$44,079.84	\$46,283.83	\$48,598.02	\$51,027.92	\$53,579.32	\$56,258.28	Annual
Comm. Devel. Technician II	\$3,331.81	\$3,498.40	\$3,673.32	\$3,856.99	\$4,049.83	\$4,252.33	\$4,464.94	\$4,688.19	Monthly
	\$19.22198	\$20.18307	\$21.19223	\$22.25184	\$23.36443	\$24.53265	\$25.75929	\$27.04725	Hourly
Equipment Mechanic	\$39,769.28	\$41,757.74	\$43,845.63	\$46,037.91	\$48,339.81	\$50,756.80	\$53,294.64	\$55,959.37	Annual
	\$3,314.11	\$3,479.81	\$3,653.80	\$3,836.49	\$4,028.32	\$4,229.73	\$4,441.22	\$4,663.28	Monthly
	\$19.11985	\$20.07584	\$21.07963	\$22.13361	\$23.24029	\$24.40231	\$25.62242	\$26.90354	Hourly
Code Enforcement Technician	\$39,461.45	\$41,434.52	\$43,506.25	\$45,681.56	\$47,965.64	\$50,363.92	\$52,882.12	\$55,526.22	Annual
	\$3,288.45	\$3,452.88	\$3,625.52	\$3,806.80	\$3,997.14	\$4,196.99	\$4,406.84	\$4,627.19	Monthly
	\$18.97185	\$19.92044	\$20.91647	\$21.96229	\$23.06040	\$24.21342	\$25.42409	\$26.69530	Hourly
Public Works Operator II	\$38,809.31	\$40,749.78	\$42,787.26	\$44,926.63	\$47,172.96	\$49,531.61	\$52,008.19	\$54,608.60	Annual
Parks Maint. Technician II	\$3,234.11	\$3,395.81	\$3,565.61	\$3,743.89	\$3,931.08	\$4,127.63	\$4,334.02	\$4,550.72	Monthly
Building Maint. Tech II	\$18.65832	\$19.59124	\$20.57080	\$21.59934	\$22.67931	\$23.81327	\$25.00394	\$26.25413	Hourly
Collection System Operator II									
Accounting Technician	\$38,701.45	\$40,636.52	\$42,668.35	\$44,801.77	\$47,041.85	\$49,393.95	\$51,863.64	\$54,456.83	Annual
	\$3,225.12	\$3,386.38	\$3,555.70	\$3,733.48	\$3,920.15	\$4,116.16	\$4,321.97	\$4,538.07	Monthly
	\$18.60647	\$19.53679	\$20.51363	\$21.53931	\$22.61628	\$23.74709	\$24.93444	\$26.18117	Hourly
Public Works Operator I	\$36,105.09	\$37,910.34	\$39,805.86	\$41,796.15	\$43,885.96	\$46,080.26	\$48,384.27	\$50,803.49	Annual
Parks Maint. Technician I	\$3,008.76	\$3,159.20	\$3,317.16	\$3,483.01	\$3,657.16	\$3,840.02	\$4,032.02	\$4,233.62	Monthly
Collection System Operator I	\$17.35822	\$18.22613	\$19.13743	\$20.09431	\$21.09902	\$22.15397	\$23.26167	\$24.42475	Hourly
Custodian									
Staff Assistant	\$33,100.08	\$34,755.08	\$36,492.84	\$38,317.48	\$40,233.35	\$42,245.02	\$44,357.27	\$46,575.14	Annual
Comm. Devel. Technician I	\$2,758.34	\$2,896.26	\$3,041.07	\$3,193.12	\$3,352.78	\$3,520.42	\$3,696.44	\$3,881.26	Monthly
	\$15.91350	\$16.70918	\$17.54463	\$18.42187	\$19.34296	\$20.31011	\$21.32561	\$22.39189	Hourly

OROVILLE CITY COUNC

Item 4.



Council Chambers 1735 Montgomery Street Oroville, CA. 95965

June 06, 2023 MEETING MINUTES

This meeting was recorded live and can be viewed at cityoforoville.org or on Youtube. The agenda was posted on June 2, 2023 at 12:05pm.

CALL TO ORDER / ROLL CALL

PRESENT: Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson,

Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

STAFF: City Administrator, Brian Ring; Assistant City Administrator, Ruth Duncan; Assistant City

Clerk, Jackie Glover; Community Development and Public Works Director Dawn Nevers,

Business Assistance and Housing Director, Amy Bergstrand; Code Enforcement Director, Ron Belser; City Attorney, Scott Huber; Chief of Police, Bill LaGrone

CLOSED SESSION

The Council will held a Closed Session on the following:

- Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Management Association; Oroville City Employees Association; Oroville Police Officers Association
- Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and the Personnel Officer related to the following positions: Assistant City Administrator, Director of Code Enforcement, Business Assistance and Housing Director, Assistant Community Development Director, Police Chief, City Administrator

OPEN SESSION

- 1. Announcement from Closed Session Direction was given, no action was taken.
- 2. Pledge of Allegiance Led by Council Member Webber
- 3. Adoption of Agenda Unanimously adopted the agenda by the following vote:

Motioned by: Council Member Goodson; Seconded by: Council Member Riggs

Ayes: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith,

Mayor Pittman

Noes: None

Absent: None

Abstention: None

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following members of the public submitted Public Comment: Lonny Lind, Bill Speer, and The Camera Man.

CONSENT CALENDAR

Consent calendar **items 1 - 5** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. APPROVAL OF THE MINUTES

Approved the minutes of May 16, 2023 by the following vote:

Motioned by: Council Member Goodson; Seconded by: Council Member Riggs

Ayes: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor

Smith, Mayor Pittman

Noes: None

Absent: None

Abstention: None

2. AWARD OF CONTRACT WITH FRANKLIN COSNTRUCTION, INC. FOR STANFORD AVENUE SCHOOL PARKING LOT PROJECT AND APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH OROVILLE CITY ELEMENTARY SCHOOL DISTRICT

Awarded a contract to Franklin Construction, Inc. for \$227,655.00; allocated \$23,000.00 for contingencies; and approved MOU by the following vote:

Motioned by: Council Member Goodson; Seconded by: Council Member Riggs

Ayes: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor

Smith, Mayor Pittman

Noes: None

Absent: None

Abstention: None

3. AMENDMENT TO AGREEMENT NO. 3387 FOR PROFESSIONAL SERVICES WITH NORTHSTAR

Amendment approved by the following vote:

Motioned by: Council Member Goodson; Seconded by: Council Member Riggs

Ayes: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor

Smith, Mayor Pittman

Noes: None

Absent: None

Abstention: None

4. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3365 WITH R. L. HASTINGS AND ASSOCIATES LLC. TO EXTEND EXPIRATION DATE RELATED TO 20-CDBG-CV-2-3-00112

Adopted Resolution No. 9137- (Agreement No. 3365-1) by the following vote:

Motioned by: Council Member Goodson; Seconded by: Council Member Riggs

Ayes: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor

Smith, Mayor Pittman

Noes: None

Absent: None

Abstention: None

5. SECOND AMENDMENT OF MEMORANDUM OF UNDERSTANDING AGREEMENT NO. 3358 WITH OROVILLE CITY ELEMENTARY SCHOOL DISTRICT

Amended the MOU between the City of Oroville and the Oroville City Elementary School District through December 31, 2024 and increased the project budget to \$509,352 by the following vote:

Motioned by: Council Member Goodson; Seconded by: Council Member Riggs

Ayes: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor

Smith, Mayor Pittman

Noes: None

Absent: None

Abstention: None

REGULAR BUSINESS

6. 2023 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

Direction provided to staff to use 1.5 Million in funds of OTC First Time Home Buyer, and one application for Public Services in the amount of 250,000.

Motioned by: Council Member Thomson; Seconded by: Council Member Riggs

Ayes: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor

Smith, Mayor Pittman

Noes: None

Absent: None

Abstention: None

7. COMMUNITY ENHANCEMENT FUNDING REQUEST

Direction provided to staff to donate 10,000 in funds to the Funding Request (4th of July fireworks) and making 10,000 in match funds (dollar for dollar) available based on donations from the community.

Motioned by: Council Member Thomson; Seconded by: Council Member Johnstone

Ayes: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Mayor

Pittman

Noes: None

Absent: None

Abstention: Vice Mayor Smith

8. LOWERING OF SPEED LIMIT IN SCHOOL ZONES

Direction provided to staff to gather input from local schools (both public and private), identify costs in terms of what the schools would contribute monetarily, if anything.

9. CANCELLATION OF JULY 5, 2023 REGULARLY SCHEDULED CITY COUNCIL MEETING

Cancelled the July 5, 2023 Regular City Council Meeting by the following vote:

Motioned by: Council Member Riggs; Seconded by: Council Member Goodson

Ayes: Council Members Johnstone, Riggs, Thomson, Goodson, Webber, Mayor

Pittman

Noes: None

Absent: None

Abstention: None

10. FISCAL YEAR 2023-24 PRELIMINARY BUDGET

Received the FY 2023-24 Preliminary Budget for information.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following member submitted Public Comment on this item: Bill Speer

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports

Amy Bergstrand, Director of Housing and Business Assistance reported Suzi Kochems would be coming with an update at the next City Council meeting on the Mission Esperanza project.

Bill LaGrone, Chief of Police reported that two police officers will be graduating from the academy. He invited Council Members and the public to attend. LaGrone also reported on the flock cameras.

Ron Belser, Code Enforcement Manager reported the latest statistics from his department to the City Council.

Dawn Nevers, Community Development/Public Works Director reported on the approval of the MOU with the American Planning Association. Bid walk with the Convention Center happened the prior Friday. Architectural Review Committee first meeting held week earlier. Public Works and Streets crews have been working on improving sidewalks.

Ruth Duncan, Director of Finance reported on software implementation with a Go Live date of July 1, 2023. Ms. Duncan also let Council know that the Auditors are scheduled to visit in the following week.

Brian Ring, City Administrator spoke on the meeting with the American Planning Association. Mr. Ring spoke on key topics and takeaways.

Scott Huber, City Attorney reported that inspection warrants were issued by the court on some properties and they will be moving forward on that issue with Code Enforcement.

- 2. Future Agenda Items
- 3. Administration Reports

ADJOURN THE MEETING

The meeting was adjourned at approximately 7:00PM.				
ATTESTED:	APPROVED:			
Kayla Reaster, Assistant City Clerk	David Pittman, Mayor			



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

SCOTT KENNELLY, DIRECTOR, BUTTE COUNTY BEHAVIORAL

HEALTH

RE: BUTTE COUNTY BEHAVIORAL HEALTH SOBERING CENTER

PRESENTATION AND FUNDING REQUEST

DATE: FEBRUARY 20, 2024

SUMMARY

The Council will hear a presentation from Scott Kennelly, Butte County Behavioral Health Director, regarding a proposed Behavioral Health Sobering Center, located in Chico, that would be funded primarily with opioid settlement funds from the County, the City of Chico, and the City of Oroville.

DISCUSSION

Scott Kennelly, Butte County Director of Behavioral Health, will present a concept of developing a Sobering Center withing the County, where those who are causing local disturbances and are under the influence of drugs or alcohol, could be taken to sober up and obtain services to address substance abuse disorders (in lieu of taking these individuals to the jail or hospital). This would be staffed twenty-four hours/day, seven days/week; would include nurses, recovery specialists, clinicians and health technicians.

The County, the City of Chico and the City of Oroville were awarded opioid settlement funds, which must be used on specific activities/services associated substance abuse disorders and drug addiction. The City currently is anticipated to receive \$45,000 - \$55,000/year. Currently the City and the County are using these funds to pay for a Housing Navigator position, to assist vulnerable populations within the City that are impacted by substance abuse.

FISCAL IMPACT

\$50,000 from the City's Local Fiscal Recovery Funds (approximately \$266,748 is non committed at this time) for fiscal year 2024/25, and \$50,000 / year from the opioid settlement funds for future fiscal years.

RECOMMENDATION

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Direct staff to work on a three, four or five year agreement with the County to operate a County sobering center located in Chico;

Consider utilizing \$50,000 of local fiscal recovery funds during fiscal year 2024/25; and Consider utilizing approximately \$50,000/year (the amount the City receives) of the opioid settlement fund for remaining fiscal years of agreement.

ATTACHMENTS

None.

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Butte County Behavioral Health Sobering Center

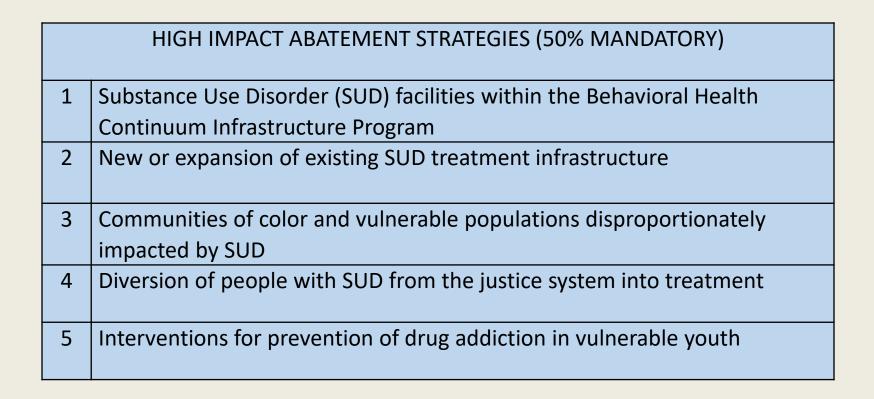


Opioid Settlement

- Nationwide Settlements from the three largest pharmaceutical distributors and manufacturers
- Payments paid over 18 years
- The state requires 50% of the funds to be spent on one or more High Impact Areas
- Remaining funds to be spent across abatement categories developed by the state



High Impact Abatement Strategies





Core Abatement Strategies

	CORE ABATEMENT STRATEGIES (SCHEDULE A-PRIORITY)		
Ī	Α	Naloxone or other FDA-approved drugs to reverse opioid overdoses	
	В	Medication-Assisted Treatment (MAT)	
	С	Pregnant and postpartum women	
	D	Expanding treatment for Neonatal Abstinence Syndrome	
	Е	Expansion of warm hand-off programs and recovery services	
Ī	F	Treatment of incarcerated populations	
	G	Prevention programs	
	Н	Expanding syringe service programs	
	ı	Evidence-based data collection and research analyzing the effectiveness	
		of the state abatement strategies	



Sobering Center

- Open 24/7
- Staffed include nurses, recovery specialists, clinicians, and health technicians.
- Helps to break the cycle of incarceration and/or hospitalization.
- Reduced cost to law enforcement and emergency services.
- Opportunity to engage addicts at critical moment and to connect to treatment onsite.



Sobering Center

- Horizon Treatment Services was awarded the RFP for a 12 bed Sobering Center in Chico.
- Annual cost is \$2,000,000 a year to operate countywide.
- Butte County Opioid Settlement funds available for Sobering Center per year \$ 1,535,000
- Estimated annual Medi-Cal revenue \$150,000 to start.
- Remaining unfunded amount \$315,000



Sobering Center

 City of Oroville allocation is approximately \$45,000-\$50,000

 City of Chico allocation is approximately \$115,000-\$120,000



Request

- City to use opioid settlement funds to assist with Sobering Center
- Remaining funds to come from Sheriff jail MAT Opioid funding.
- 5 year contract with option to extend



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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: AGREEMENT WITH OURENERGY TO APPLY FOR A GRANT FOR A

MICROGRID DESIGNED TO PROVIDE ENERGY RESILIENCY DURING

DISASTER EVENTS

DATE: FEBRUARY 20, 2024

SUMMARY

The Council will consider entering into an agreement with OurEnergy to conduct a study and apply for grant funding to construct a microgrid through a program sponsored by Pacific Gas and Electric (PG&E) to provide energy resiliency to the City during disasters.

DISCUSSION

During the February 6, 2024, regular City Council meeting, staff introduced an opportunity to apply for a competitive grant that would fund a microgrid project within the City which would provide energy resiliency in the event of a disaster, reduce energy costs and decrease emissions. OurEnergy has provided a proposal (Attachment 1) to the City to apply for a grant through the Microgrid Incentive Program (MIP). The State of California Public Utilities Commission (CPUC) has mandated that the big three investor-owned utilities (IOUs), (PG&E, Southern California Edison, and San Diego Gas and Electric), operating within the State provide new programs and grants for communities that are within the defined CPUC high-risk disaster zones (Attachment 2) for the purposes of energy resiliency during disasters. The overall ruling stems from Senate Bill 1339 "a bill enacted in 2018, directs the California Public Utilities Commission, in consultation with the California Energy Commission and California Independent System Operator, to undertake a number of activities to further develop policies related to microgrids. The legislation added Chapter 4.5, Sections 8370-8372 to California's Public Utilities Code." https://www.cpuc.ca.gov/resiliencyandmicrogrids/

The current program under PG&E is referred to as the MIP https://www.pge.com/mip

The MIP provides a pathway for Communities, Tribes and community-based organizations to apply for up to \$18M in grant funding to develop community microgrids that serve at least two PG&E-meter account IDs meeting the requirements of being critical community facilities, to be powered by a new community microgrid project.

The OurEnergy team assessed a number of communities throughout the State to determine which cities may have high potential to meet the criteria of the program and determined that the City of Oroville is a candidate with a high probability of success. OurEnergy reached out to

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staff to present the opportunity and has been working with staff through the preliminary steps towards approval.

After further review the OurEnergy team determined that a meeting with PGE would be appropriate to explore the City's potential for funding. PGE has provided feedback that the City of Oroville meets the requirements of the program.

There are a series of grants provided through this program leading to the total of up to \$18M per project. The first grant provides a consulting reimbursement of up to \$25,000 for executing a preliminary feasibility study and submitting a grant application that conforms to PG&E's application requirements. If the grant application scores well and is successful, then the City of Oroville may be awarded additional funding toward the development of a resiliency microgrid that will allow the continued operation of selected critical City facilities during disasters.

OurEnergy is requesting \$20,000 to perform the preliminary study, facilitate technical consults with PG&E, and submit a MIP grant application.

To start the process, OurEnergy is requesting a \$5,000 good faith deposit. The City would pay the remaining \$15,000 to OurEnergy following submission of a conforming MIP application and the City's receipt of the \$25,000 consulting reimbursement. The City may then reimburse itself \$10,000 from the consulting reimbursement, to recoup the original \$5,000 deposit plus offset another \$5,000 toward staff time applied to working with OurEnergy on the study and application.

If a microgrid grant is awarded, and once a microgrid is constructed, the City could own the system or contract with a third party to own and operate the system and would receive all the energy benefits the system generated by offsetting a portion of the City's energy needs during normal 'blue sky" operations, and then could "island" those facilities within the microgrid area during times of PG&E grid outages. An island is a designated area that would remain energized in the event of a power outage due to a disaster. Some of the critical facilities that have been identified are the Public Safety facility, the sewage treatment plant, Oroville Corporation Yard, Oroville Hospital, and facilities that would become areas of refuge for people displaced due to a disaster.

While many of the facilities listed above have backup generator systems in place, back-up generators are becoming increasingly difficult to own and operate due to increasing regulation, reporting, and maintenance. Fuel availability may be a concern if delivery access is found to be compromised. A resiliency related microgrid may not completely supplant the need for back-up energy generation but could provide redundancy for additional confidence that energy will be available when needed in a disaster.

The example microgrid as presented to Council on February 6, 2024, was an exaggerated version of what could be possible. Staff, and the OurEnergy team would work through the MIP Application study period to determine a microgrid that would make the most sense for the City in the event of a disaster, while requiring little to no additional cost to the City. Staff would return to the Council with the microgrid development plan, prior to submittal of the plan.

FISCAL IMPACT

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A good faith deposit to OurEnergy of \$5,000, to be refunded if PG&E finds that a conforming MIP application has been submitted.

RECOMMENDATION

Direct the City Administrator to; (1) enter into an agreement with OurEnergy to execute a study and apply for a MIP grant to design and construct a microgrid (Attachment 3), (2) enter into a Non-Disclosure Agreement with PGE (Attachment 4).

ATTACHMENTS

- 1. OurEnergy Proposal (Attachment A to Professional Services Agreement)
- 2. Screenshot of CPUC High-Fire zone as relates to Oroville
- 3. Professional Services Agreement with OurEnergy
- 4. Non-Disclosure Agreement with PGE

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Study & Grant Application Proposal

Prepared For:

Patrick Piatt
Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
(530) 538-2430 x2402
cityoforoville.org
ppiatt@cityoforoville.org



Prepared By:

OurEnergy 101 Cooper Street Santa Cruz, CA 95060 831.200.3969 ourenergyco.com

Proposal Date:

February 16, 2024

Project Title:

City of Oroville PG&E Microgrid Incentive Program Preliminary Feasibility Study & MIP Grant Application



February 16, 2024

Patrick Piatt Community Development Director City of Oroville 1735 Montgomery Street Oroville, CA 95965

Subject: Grant Application for Microgrid Incentive Program

Dear Patrick,

Our Energy takes pride in serving clients to plan and implement the most cost-effective renewable energy, electrification and advanced energy systems to increase resilience, reduce energy costs, and decrease emissions. We provide independent energy expertise, above the influence of systems vendors. Attributes that make our firm exceptionally qualified include:

- Deep understanding of renewable and advanced energy technologies, products, economics and trends.
- A focus on risk management and finance options with sophisticated risk analysis and mitigation.
- Highly vetted approach and process.
- Full spectrum advanced energy project development services, feasibility through operations.
- Independent. Our Energy inherently takes a technology-agnostic approach to find the most appropriate solutions.
- Flexible and nimble. We offer a range of delivery structures from Owner's Engineer to full scope development.

This is an exciting project that fits our expertise and service offerings well. I look forward to the opportunity to work with the City of Oroville, and hopefully build a long and fruitful relationship.

Sincerely,

Dustin Jolley, PE, LEED AP CEO, Founder & Principal

> February 16, 2024 Page 1

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Project Background

This proposal documents OurEnergy's offer to assist the City of Oroville in applying for grant funding toward designing and building a community-resilience microgrid.

The California Public Utilities Commission (CPUC) is offering up to \$18 million in grant funding to qualifying municipalities. The grant fund is referred to as the "Microgrid Incentive Program" (MIP). The purpose of a MIP grant is to provide funds for study, design, construction, and commissioning of a microgrid that energizes critical community facilities. In Northern California, CPUC has charged Pacific Gas & Electric (PG&E) with administration of MIP. The initial tranche of grant funds becomes available in Q2 2024, with applications due before then.

Toward processing and evaluating the MIP application, PG&E requires that the applicant work with a qualified engineering consulting firm to: 1) perform a preliminary techno-economic feasibility study, 2) represent and advise the city in a series of technical meetings with PG&E, and 3) compile and submit all MIP application-required documentation. To help applicants offset the costs of the study and grant application, MIP offers a \$25,000 consulting reimbursement grant for the submission of a conforming MIP application, regardless of whether a MIP grant is ultimately awarded.

To apply for a MIP grant, an applicant must meet two key criteria. Applicants must be both vulnerable to PG&E outages and be located in a Disadvantaged and Vulnerable Community (DVC) zone, based on historical and census data. The City of Oroville meets both of these criteria. PG&E data indicates electrical power vulnerability to multiple Public Safety Power Shutoff (PSPS) events, and PG&E lines feeding the city may be subject to Tiers 2 & 3 High Fire-Threat Districts. US Census data shows Oroville to be in a DVC zone.

The primary goal of the MIP grant is to increase critical infrastructure resilience against PG&E energy supply limitations, power shutoffs, and natural disasters. Another goal is to deliver economic benefits, including potentially reduced energy bills and/or reduced future energy infrastructure upgrade investments for the city and the community. Further, by utilizing any renewable energy resources that prove to be feasible, there will be environmental benefits as well.

For the purpose of MIP grants, a microgrid is defined as a collection of PG&E-metered accounts combined with front-of-meter interconnected and qualifying behind-the-meter distributed energy-generation resources (DERs) (e.g., solar, wind, generators, etc.) that are contained within a clearly defined electrical distribution boundary. A MIP-funded microgrid must offer the ability for at least two separate meter accounts to disconnect from and reconnect to PG&E's grid.

Common terms used to describe fundamental microgrid capabilities are "blue sky mode" and "island mode." In "blue sky mode" PG&E's grid is operating normally and the microgrid and microgrid DERs are interconnected with PG&E. In "island mode" the microgrid disconnects from PG&E's grid and utilizes its own energy generation, independently from PG&E, for up to a specified period of time. MIP

Grant Application: Microgrid Incentive Program



qualifications require a minimum capacity of 24 hours of independent operation. Microgrid customers often prefer the ability to sustain protection against grid power outages for longer than 24 hours.

OurEnergy understands that the City of Oroville desires to apply for up to \$18 million in MIP grant funding. The grant awarding process is competitive, and there is no guarantee that a grant will be awarded or that a full amount of \$18 million will be awarded.

PG&E has provided a point system by which the MIP grant awards will be scored. During the preliminary feasibility study and grant application process, OurEnergy will apply its expertise and work with Oroville staff to evaluate and propose a microgrid approach to optimize the best possible competitive scores for Oroville's grant application.

OurEnergy and City of Oroville staff members have already engaged in an initial informational consultation with PG&E. PG&E has indicated that Oroville scores highly in its qualifications for a MIP grant. Thus all conditions look quite favorable for Oroville's grant application to qualify for, at the very least, a \$25,000 application reimbursement.

Regardless of whether a large MIP grant is awarded, as long as Oroville and OurEnergy work together to satisfactorily complete the MIP application's required checklist and propose a conforming project, PG&E will reimburse up to \$25,000 toward consulting and grant application submission.

OurEnergy is expertly qualified and would be honored to assist the City of Oroville toward studying the feasibility of a municipal microgrid project, making optimized planning recommendations, and submitting the highest quality MIP grant application.

Proposed Approach & Scope:

Task 1: Discovery & Fact Finding

As part of a previous PG&E informational consultation, City of Oroville representatives have already provided an initial wish list of sites and facilities to consider for inclusion within a community microgrid. Upon approval of this proposal, OurEnergy will engage with city representatives to narrow this list to fit within a preliminary feasibility study required for the MIP application stages to follow.

To lay the groundwork for a preliminary feasibility study, OurEnergy will meet with City staff to consider up to two microgrid boundary alternatives that could encapsulate and serve power to select, prioritized sites or facilities, possibly from this list:

- Public Safety Center (Police & Fire)
- County Jail
- Wastewater Treatment
- City Water Supplies
- Community Hospital
- Municipal Airport

Grant Application: Microgrid Incentive Program



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- Corporate Yard & Offices
- Tribal Health Center
- Veterans Housing
- City Hall
- Convention Center
- Schools
- Commercial Thoroughfare
 - Petroleum Fueling Stations
 - Grocery Stores
 - Motels

Encapsulating the entire list would require a microgrid development and construction budget far exceeding \$18 million. Although additional government grants and/or public/private funding options may be available to finance such a project, and OurEnergy is quite capable of delivering such a project, a winning MIP application will require a strategic approach and may not include a request for the maximum funding amount. It is important to note that for the MIP program, a smaller grant request can score more highly in the competition, because overall scoring is based on the community benefit scoring divided by the amount of grant funds requested.

The above list does provide a starting point for discussions, and narrowing this list to two alternative boundary locations will be the goal of this Task 1. In the early days of kicking off Task 1, City representatives are welcome to add or remove wishlisted sites or facilities, and OurEnergy will advise in the process.

During this Task 1, OurEnergy will:

- Meet with City staff and discuss PG&E's scoring system and consider location options
- Collect information to support evaluation of two microgrid boundary options, including:
 - Factors driving needs for improved resilience
 - Predicted community benefits
 - Number of PG&E meter accounts included
 - Number of PG&E microgrid isolation points required
 - o Energy use history, trends, and projections for future needs
 - Pre-existing energy resources that may be utilized to reduce microgrid costs
 - Size, type, configuration and location(s) of new microgrid DERs
 - Overall MIP scoring considerations
- Analyze and report on the information collected
- Recommend a single microgrid boundary option best suited to score highly toward the MIP grant application.



Task 2: MIP Study & Application Stage 1: Consultation

OurEnergy's Task 2 is to assist the City in entering Stage 1 of the MIP grant application process. This requires a series of technical consultations with PG&E, whereby OurEnergy and the City will present and iteratively refine a microgrid project proposal with PG&E's involvement.

From this Task 2 through the completion of Task 3 with the concluding deliverables of this proposal, OurEnergy will follow PG&E's requirements for a conforming MIP application, specified in "Stage 1: Consultation" and "Stage 2: Application" as documented in the PG&E MIP Handbook, found at https://www.pge.com/assets/pge/docs/save-energy-and-money/rebate-and-incentives/PGE-MIP-Handbook.pdf.html.

The goals of PG&E's Stage 1 are:

- Identify resiliency needs within the community
- Discuss potential projects/energy solutions to meet community's need
- Review the eligibility requirements for MIP funding
- Discuss with Applicant's engineering partner any design challenges, and coordinate on solutions in preparation for application

OurEnergy and City staff have already completed an Initial Resilience Consultation with PG&E, as described on page 15 of the PG&E MIP Handbook. Based on this consult, PG&E provided the go ahead to request the next step, a Microgrid Technical Consultation.

The following deliverables are required to open technical consultations with PG&E and to open the grant application process:

- Proposed Single Line Diagram (30% design)
- Proposed Site Map, including:
 - Planned Project Energy Generation Resources
 - Proposed Microgrid Electrical Boundary
 - Proposed Point of Interconnection for planned and existing Project Resources
 - Proposed Microgrid Islanding Point, if known
 - Location of controls and networking rack, if known
- List of customers to be served by the microgrid, including PG&E Meter Account IDs
- Proposed new generation type and size (e.g., Battery Energy Storage System 1 MW/2MWh) and manufacturer, if known
- When in Island Mode, the desired minimum number of consecutive hours of service
- Evidence of Technical Representation
 - Engagement Letter from the Applicant Engineer (OurEnergy)
 - Name and contact for any engineering or development resources assisting the community (one contact per involved party)

Applicant experience attestation

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Grant Application: Microgrid Incentive Program



Following a continuing series of project feasibility evaluation actions and PG&E technical consultations, PG&E will provide templates to begin reviewing contractual conditions and processes that will emerge from the grant application process. Those templates will include:

- MIP Grant Agreement
- Information on the generator interconnection process
- Microgrid Island Study Agreement
- Microgrid Special Facilities Agreement
- Microgrid Operating Agreement (MOA)

Task 3: MIP Study & Application Stage 2: Application

At the completion of this Task 3 and this proposal's Scope of Work, OurEnergy and City staff will have submitted a MIP grant application to PG&E.

The goals of PG&E's Stage 2 are:

- Develop and gather information for your MIP Application
- Complete and submit the MIP Application to PG&E during a MIP Application Window
- Complete the Grant Agreement

OurEnergy will compile, review with Oroville staff, and submit the following MIP Application requirements:

Project Description

- Executive Summary describing the project, the resilience need it serves, its location, microgrid boundary and islanding point(s)
- A demonstration of how the project meets eligibility requirements "A" (Vulnerable to Outages) and "B" (Disadvantaged and Vulnerable Community)
- Locations of all Project Resources (both existing and planned), and any known non-project resources
- Additional information necessary to score the project:
 - The number of California Alternate Rates for Energy Program (CARE) and/or Family Electric Rate Assistance Program (FERA) or otherwise vulnerable customers, including an attestation from local or tribal authority having jurisdiction for vulnerable customer data
 - The number and description of Critical Facilities and Community Resilience Service facilities located within the microgrid project's boundary
- Summary project cost estimate and Application Incentive Request, with details to be provided in Attachment section:
 - Actual costs incurred [or expected to be incurred] to develop the MIP Application (Application Development Grant request, capped at \$25k)
 - Total estimated project cost that the community anticipates incurring and that is eligible for reimbursement



- Amounts that will be funded by your organization, other organizations or grants, and the MIP (Application Incentive Request)
- Calculations showing how the Applicant accounted for actual and estimated costs eligible for funding under the MIP and actual and estimated non-MIP revenue sources, to arrive at the amount of its MIP incentive request.

Participating Loads and Project Resources

- Hourly aggregate load profiles of the customers within the microgrid boundary, including a
 forecast of how these metered load profiles will grow over the lifetime of the microgrid project
 (10 years). This information will be provided by PG&E during the Technical Consultation.
 - The number and types of planned and existing IFOM and BTM Project Resources (solar, wind, battery-based energy storage, etc.) and, if known, planned and existing IFOM and BTM non-Project Resources.
 - Each Project Resource's manufacturer, technical data and operating parameters
 - If these Project Resources currently exist or if they will be new and need to submit an interconnection request to the utility
 - A brief showing how these Project Resources will support the load of the customers and facilities connected to the microgrid(detailed engineering analysis to be provided in Attachments)
- An estimate of the greenhouse gas emissions per kilowatt/hour (kWh) of electricity generated by Project Resources and Non-Project Resources when the Microgrid Project is in Island Mode.

Attachments

- AIR Request,11 including the following information:
 - Detailed estimate of costs to be incurred for those activities and facilities that are eligible for reimbursement under the MIP.
 - Detailed accounting of actual application development costs incurred, subject to reimbursement up to \$25k through the Application Development Grant.
 - Breakout of costs to be funded by:
 - Self (community or CMG Aggregator) funding
 - Other grants or other sources
 - MIP
- Attestations/letters of support from local and tribal governments; if applicable
- Microgrid Proposal detailing MIP technical eligibility, including:
 - A 60% single-line diagram of the proposed microgrid that describes the microgrid's:
 - Microgrid Islanding Point(s)
 - Boundary, e.g., geographic polygon indicating boundary
- Project Resources and Balance of System to extent known
 - Project site(s) details:
 - Location(s)
 - The status of control your organization will have over the project site(s)
 - Customers to be energized
 - Permits you will need to secure to deploy and operate your microgrid's Project Resources
 - Microgrid development plan



- An engineering analysis demonstrating how the proposed microgrid's Project Resources will support the projected loads for a minimum of 24 consecutive hours in Island Mode.12
- Copies of any relevant Interconnection Study applications for Project Resources (as applicable)

All of the above Tasks 1-3 will culminate in a complete, compliant and successfully submitted MIP application.

Follow-on Proposals

Following the completion of this Scope of Work, and upon the award of a Grant Agreement by PG&E, OurEnergy is further qualified and will be available to negotiate and contract with the City of Oroville toward subsequent project stages, including further required technical implementation studies, financing, vendor contracting, project management, construction, and operations.

OurEnergy Company Profile

OurEnergy is a consulting, engineering and project development services company headquartered in Santa Cruz, California. We are a best-in-class, collaborative team of professionals that designs and implements sustainable energy infrastructure systems from concept to completion.

We serve select clients and work with industry collaborators in a variety of energy, sustainable design, consulting and construction projects including renewable energy, green building, sustainable systems, asset portfolio management, green buildings and infrastructure, and low impact development.

Our core team has held technical and managerial roles in implementing over 2GW of a mix of renewable energy technologies for community/residential, commercial/mixed-use, industrial and utility-scale projects. OurEnergy has played a key role in implementing over 250 MW of solar and renewables projects now operational and currently has approximately 750MW currently under development.

We are proud to be a leading developer of advanced microgrids. We pioneer and employ new and innovative project structuring, technical architectures, and approaches, and we help pave the way for a more resilient, participatory, and sustainable grid of the future.

OurEnergy's core practice can be best characterized as full-scope project and program development services. Our expertise is in executing the process from early planning, strategy and feasibility, through implementation of complete engineering, procurement, construction management, commissioning and asset management (EPC/M). We also have an established track record of providing expert Owner's Engineer representation services to a range of public and private clients.

We are agnostic and independent of any product manufacturers, meaning we can recommend the most appropriate technologies and competitive solutions. Our goal is to optimize around the customer/stakeholders, solutions and the delivery team - through leveraging our global procurement



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strength along with our commitment to local partnerships. We view every engagement as a commitment to the project lifecycle and we will always strive to find creative solutions, add value and success.

Project Team

The core OurEnergy team members currently planned to support these efforts are as follows:

- Dustin Jolley, PE, LEED AP | Principal in Charge
 - Mr. Jolley will be the Principal in Charge and will be the lead technical expert overseeing all technical aspects of the project.
- Curt Dowdy | Program Executive
 - o Mr. Dowdy will be responsible for team resource allocation and execution capabilities.
- Ashley Gremel | Program Manager
 - Ms. Gremel will serve as the primary point of contact during the work and will be supporting the project team and helping coordinate the timeline and task delivery.
- Tristan Massey | Senior Project Engineer
 - Mr. Massey will oversee, contribute to and review the technical development of the work and deliverables.
- Dario Mirabal Herrera | Project Engineer
 - Mr. Herrera will provide technical, analytical, design and project/task management support as needed.
- Meera Bhasin | Electrical Engineer
 - Ms. Bhasin will provide technical, analytical, design and project/task management support as needed.

Anticipated Project Schedule

Upon City of Oroville executing an agreement and issuing a Notice to Proceed (NTP), OurEnergy will provide the Scope of Work on an ongoing basis, and will continuously assist in aligning and maintaining our services and the services of other contractors under our management with City of Oroville's partners schedule of development. Should circumstances or conditions result in a schedule change, OurEnergy will work with the City of Oroville to provide the Scope of Work on a mutually agreed upon schedule. A preliminary estimate of schedule is provided below:

TASK	MILESTONE	DATE
	NTP & Kickoff	2/21/2024
1	1 Discovery/Fact Finding	
2	MIP Study & Application Stage 1: Consultation	3/15/2024
3	MIP Study & Application Stage 2: Application	4/15/2024



Budget & Compensation

The Microgrid Incentive Program, administered by PG&E, offers a \$25,000 reimbursement grant (Consulting Reimbursement) following the submission of a conforming MIP application. MIP stipulates that awarded funds are to be paid by PG&E directly to the City of Oroville.

OurEnergy proposes to provide this proposal's Scope of Work on a T&M (time and materials) basis, with a budget of \$20,000, for work performed up to grant application submission. From the Consulting Reimbursement, the City of Oroville may then utilize \$5,000 from the \$25,000 total to offset its own staff costs for time spent working with OurEnergy on the study and grant application.

OurEnergy's consulting-reimbursable budget by task is estimated in the table below.

TASK	MILESTONE	BUDGET
1	Discovery/Fact Finding	\$2,500
2	MIP Study & Application Stage 1: Consultation	\$10,000
3	3 MIP Study & Application Stage 2: Application \$7,5	
	Total Consulting Reimbursement Budget	\$20,000

Upon approval of this proposal, OurEnergy will invoice the City of Oroville for a \$5,000 good faith deposit. Work will commence following OurEnergy's receipt of the deposit. The remaining balance of \$15,000 will be invoiced, due and payable to OurEnergy upon the combination of Task 3 completion, submission of the MIP grant application to PG&E, and PG&E's acceptance/approval that the application is conforming.

Note that a conforming grant application also requires collaboration and participation from City staff to provide City controlled information, reviews and approvals. Should the City abandon the application before it is completed, or should the City not comply with application-required information requests, then the full \$15,000 balance will be due to OurEnergy, regardless of whether the application is deemed acceptable by PG&E.

When the City of Oroville receives the \$25,000 Consulting Reimbursement from PG&E, it may refund itself the original \$5,000 deposit paid to OurEnergy plus \$5,000 toward offsetting the City's staff costs.

Standard 2024 labor rates are attached. Labor rates are subject to routine annual increases.

OurEnergy will log and track T&M as it is expended during this Scope of Work. As this Scope of Work progresses, OurEnergy will notify the City of Oroville in advance in the event any T&M expenditures may risk trending toward exceeding the \$20,000 budget. OurEnergy and Oroville may then mutually determine the acceptability of any proposed amounts that exceed the consulting reimbursement and assign those amounts to be reimbursed to OurEnergy via a subsequent phase MIP grant award, if such an agreement is made. Should a MIP microgrid grant not be awarded to City of Oroville, OurEnergy will waive and dismiss any amounts exceeding the original \$20,000 budget.



OurEnergy may utilize specialty subcontractors as-needed and on prior approval. We will outline specific tasks for subconsultants where practical, planned in advance and approved by the City of Oroville.

OurEnergy will provide the City of Oroville with progress reports, no less frequently than monthly.

Any changes in level of effort or forward planning outside those referenced here that may justify a change in scope or compensation will be flagged in the monthly report and can be adjusted with mutual agreement with the City of Oroville as needed.

Additional lump-sum (LS) or Time and Materials (T&M) scope additions (add services) may be negotiated and amended on an as–needed basis. We are also open to discussing structures that may be preferable to the City.

We also wish to express that OurEnergy has an interest in developing and implementing the ultimate energy infrastructure and assets alongside the City of Oroville. In the case of MIP for example, as the "Microgrid Aggregator". As next phase opportunities become clearer, we would appreciate the option to adapt our development services approach to a development arrangement, if appropriate. We will be happy to present the City of Oroville with a framework and development services agreement (DSA) if interested in this approach.

We additionally understand that not every potential project or facility in the City targeted for renewables, resilience and new energy infrastructure will be able to be included in the MIP application. In separate scopes of work we would be happy to work with the City in studying, scoping and implementing other projects, such as utility strategies, virtual power plants (VPPs), other Hybrid Power Generation, EV infrastructure (EVSE), electrifying Oroville's airport, or others.

We have received and are currently reviewing the City's standard consulting services agreement, which may form the basis of a relationship for professional services.

Once executed, a work order will be issued under that contract with this approved proposal. We understand timing is of the essence and we are willing to perform the initial work in pursuit of the timely submission of the grant application with the \$5000 deposit while contracts are finalized.



Closing Notes

Thank you for the opportunity and trust to work with you on this exciting project, and toward the future of the City's critical infrastructure. Please feel free to contact us with any questions.

Dustin Jolley | CEO, Founder & Principal

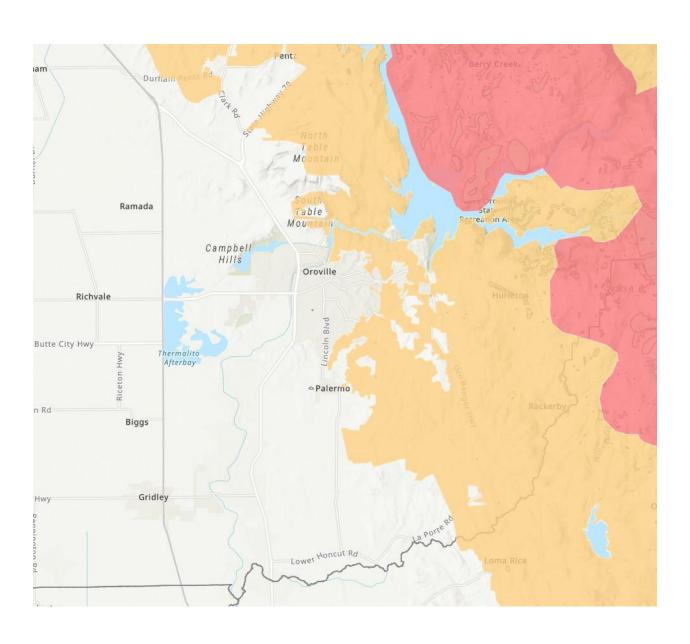
Office: (831) 200-3969 Direct: (831) 252-0093

Email: dustin@ourenergyco.com

Attachment 2

Screenshot of CPUC High-Fire Thread District Map

https://capuc.maps.arcgis.com/apps/webappviewer/index.html?id=5bdb921d747a46929 d9f00dbdb6d0fa2



NOTES: This is for Services agreements under \$75,000. For agreements in excess of \$75,000 please confer with Counsel for insurance requirements.

DEL PUERTO HEALTH CARE DISTRICT AGREEMENT FOR PROFESSIONAL SERVICES

AUKLEMENT FOR TROTESSIONAL SERVICES		
This Agreement is made on thisth day of, 2022, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, DISTRICT, CA 90000 (hereinafter referred to as the "CONTRACTOR").		
RECITALS		
A. The CITY proposes to contract for professional services as outlined below;		
B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;		
C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;		
NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:		
1. SERVICES. The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.		
2. TERM OF AGREEMENT. The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20 unless extended in writing in advance by both parties.		
3. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.		
4. PAYMENT FOR SERVICES. The CONTRACTOR shall be compensated in an amount not to exceed \$ for services provided pursuant to this Agreement as described in "Exhibit B." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the DISTRICT for services performed to the DISTRICT's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the DISTRICT.		

5. CONTRACT ADMINISTRATION.

NOTES: This is for Services agreements under \$75,000. For agreements in excess of \$75,000 please confer with Counsel for insurance requirements.

5.1. The CITY's Representative	e. Unless otherwise designated	ın			
writing,	shall serve as the CITY's re	epresentative for the administration			
of the project. All activities performed by the CONTRACTOR shall be coordinated with this					
person.					
50.16	CONTRA CTOR				
e e	• ————	shall be in charge			
		y agreement or approval made by			
her/him shall be binding on the	CONTRACTOR. The Manage	er-in Charge shall not be replaced			
without the written consent of the	he CITY.				

- 5.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

- 6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury

NOTES: This is for Services agreements under \$75,000. For agreements in excess of \$75,000 please confer with Counsel for insurance requirements.

as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

- 8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of

NOTES: This is for Services agreements under \$75,000. For agreements in excess of \$75,000 please confer with Counsel for insurance requirements.

- subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.
- 8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
 - 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 - 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

NOTES: This is for Services agreements under \$75,000. For agreements in excess of \$75,000 please confer with Counsel for insurance requirements.

- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- 8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
- 8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of

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performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

- 10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required

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of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.

The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. RECORDS AND AUDITS.

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of

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the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

16. NOTICE.

All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:

City of Oroville, 1735 Montgomery Street, Oroville, California, 95965 Attention: City Administrator

CONTRACTOR:
Organization Name
Street Address,
State ZIP
Attention:

17. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

18. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. WAIVER.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

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20. EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. AUTHORITY TO ENTER AGREEMENT.

The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the, 2024.	day of
CONTRACTOR:	
{Name, Title}	
CITY OF OROVILLE:	
Brian Ring, City Administrator	
APPROVED AS TO FORM:	
Scott Huber, City Attorney	

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT ("NDA"), by and between Pacific Gas and Electric Company, a California corporation ("PG&E"), and [Insert company name] a [Insert corporate type and state] ("Company") (together the "Parties" and each individually a "Party"), is effective as of the latest signature date below (the "Effective Date").

WHEREAS, PG&E is an investor-owned utility that provides gas and electric service to millions of customers throughout Northern and Central California;

WHEREAS, [Insert company name] is a [Insert type of entity] headquartered in [Insert location] , and is exploring the development of a microgrid, developing a microgrid, or has developed and is maintaining a community microgrid pursuant to PG&E's Community Microgrid Enablement Tariff ("CMET");

WHEREAS, in support of those efforts, the Parties expect that each Party may disclose to and receive from the other Party some amount of Confidential Information, as defined herein;

WHEREAS, the Parties recognize that the development of microgrids is in the public's interest; and

WHEREAS, each Party wishes to protect, use, handle, and safeguard the Confidential Information that it receives from the other Party in compliance with law and in accordance with the duties and responsibilities set forth herein.

NOW THEREFORE, the parties agree as follows:

- 1. Purpose. The purpose of this Agreement is to permit each Party to transmit or exchange Confidential Information to or with the other Party hereto for the purpose of evaluating and reviewing such Information in connection with the potential or actual development, operation and maintenance of a microgrid pursuant to PG&E's CMET ("Purpose"), and for no other purpose. The Parties mutually agree that development of microgrids is in the public's interest and that the Purpose of this Agreement justifies maintaining the confidentiality of their respective Confidential Information.
- 2. Confidential Information. "Confidential Information" as used herein shall mean any non-public proprietary or confidential data, information and other materials including those regarding the products, services or business of the disclosing party (the "Disclosing Party"), its parent company, its subsidiaries or affiliates (and/or if either Party is bound to protect the confidentiality of any third party, of such third party) provided by or made available by the Disclosing Party to the receiving party (the "Receiving Party") where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like. Without limiting the foregoing, Confidential Information includes (i) all confidential and proprietary documents, records, reports, agreements and associated documents; (ii) any and all information pertaining to PG&E's electric distribution and transmission facilities; (iii) all technical, financial and business information of any kind; (iv) all written procedures; (v) all data, specifications, technology, ideas, know-how, improvements, maps, technical drawings, inventions (whether or not patentable or copyrightable), or trade secrets; and (vi) all Personal

Information belonging to the Disclosing Party. Confidential Information does not include information which: (a) is already known to the Receiving Party on a non-confidential basis prior to the disclosure by Disclosing Party; (b) becomes publicly available without breach of the confidentiality obligations of this NDA by Receiving Party or its representatives; (c) is approved for release without confidentiality obligations by written authorization of the Disclosing Party; (d) is rightfully obtained by Receiving Party from a third party without restriction as to disclosure; (e) is developed independently by Receiving Party without use of or access to Disclosing Party's Confidential Information.

[For public entity counterparties: Furthermore, and consistent with the Purpose of the Agreement, the Parties agree that they are sharing Confidential Information to serve the public's interest and that this Purpose clearly outweighs publicly disclosing such Confidential Information. Accordingly, the Parties agree that Disclosing Party's Confidential Information is exempt from disclosure pursuant to the California Public Records Act, California Government Code § 6250, et seq., and other federal, state, and municipal public disclosure laws, including but not limited to the Brown Act, California Government Code § 54950, et seq., and shall remain confidential as set forth in Paragraph 9 of this Agreement, entitled "Term and Termination"]

- 3. Processing Personal Information. "Personal Information" as used herein shall mean any information provided by PG&E, its subsidiaries, affiliates, agents, officers, directors, current and former employees, or customers, to Company that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, or as the "personal information" or "personal data" or such similar term is defined under applicable data privacy and protection laws. In the event Personal Information related to its employees, customers or other individuals is disclosed to Company, the Parties agree that the provisions detailed in the Personal Data Processing Addendum, attached hereto as Appendix A, shall apply. In the event of any conflict with regard to Personal Information between the general terms of this Agreement and Appendix A, the terms of Appendix A will govern.
- 4. <u>Use and Nondisclosure of Confidential Information</u>. Receiving Party agrees to keep any Confidential Information made available or provided to it as confidential and proprietary and shall treat such Confidential Information in the same manner as it treats is own similar proprietary and confidential information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall use the Confidential Information only in performing its obligations or to exercise its rights in connection with the Purpose. The Receiving Party shall not sell, share or otherwise disclose Confidential Information to any third party (except as authorized under the NDA or applicable law) without the Disclosing Party's express written consent. The Receiving Party shall disclose Confidential Information only to those employees and contractors of Receiving Party who have a need to know such information for the purposes of performing its obligations or exercising its rights in connection with the Purpose, and such employees and contractors must be bound by an NDA or have entered into agreements with Receiving Party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as

those set forth in this NDA. Unless expressly required by the Purpose, the Receiving Party shall not input or otherwise process Confidential Information using generative artificial intelligence or any similar program or algorithm except with the express, prior, written permission of the Disclosing Party.

The Parties further agree that this Agreement shall not be construed to limit either Party's right to independently develop or acquire products without use of or reference to the other Party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future develop information internally, or receive information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

- 5. <u>Security Measures</u>. The Receiving Party shall implement reasonable administrative, technical and physical security measures to safeguard the Confidential Information it receives. These safeguards shall include, but not be limited to: (a) written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing; (b) password protected workstations at Receiving Party's premises, any premises where services are being performed and any premises of any person who has access to such Confidential Information, and (c) encryption of Confidential Information.
- 6. <u>Disclosures Required by Law.</u> If any Confidential Information is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, then to the extent permitted by applicable law, the Receiving Party shall advise the Disclosing Party of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford the Disclosing Party (at the Disclosing Party's sole cost and expense) a reasonable opportunity to contest, limit or assist the Receiving Party in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements. Notwithstanding the foregoing, the Parties recognize that PG&E is a regulated utility and that its regulators have broad rights to request information from PG&E and from time-to-time PG&E may have to disclose certain Confidential Information to its regulators (e.g., the California Public Utilities Commission (CPUC) and-the Federal Energy Regulatory Commission (FERC)). In that event, PG&E will disclose such information subject to the regulators' respective confidentiality rules.
- 7. <u>Unauthorized Disclosures</u>. The Receiving Party shall promptly notify the Disclosing Party in writing of any unauthorized access or disclosure of Confidential Information. The Receiving Party shall take reasonable measures within its control to stop the unauthorized access or disclosure of Confidential Information and to prevent recurrence. The Parties agree that a breach of this NDA would constitute irreparable harm and significant injury to the Disclosing Party. The Disclosing Party therefore shall have the right to seek from any competent civil court, immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of this NDA.

- 8. Return or Destruction of Confidential Information. All Confidential Information disclosed by Disclosing Party to Receiving Party remains the property of the Disclosing Party, and Receiving Party shall return or destroy all Confidential Information, including any copies of Confidential Information in its or its agents' possession upon the termination of this NDA or otherwise at the Disclosing Party's request. Within fifteen (15) days of receiving such request from the Disclosing Party, the Receiving Party shall comply with the request and provide written certification, signed by the Receiving Party, confirming the Receiving Party's compliance with the return or destruction of all Confidential Information as set forth in this provision. Notwithstanding the foregoing, the Receiving Party may retain one copy of Confidential Information for purposes of complying with its legal obligations or consistent with Receiving Party's backup retention and recovery purposes, provided that the obligations set forth in this NDA apply to any retained Confidential Information.
- 9. <u>Term and Termination</u>. This NDA shall be effective from the Effective Date, provided however, that either Party may terminate this NDA by giving the other Party thirty (30) calendar days' notice in writing of its intention to terminate this NDA. Termination shall not abrogate either Party's obligations under this NDA for Confidential Information received prior to the date of termination.
- 10. <u>Notices</u>. Any notice required to be sent or given under this Agreement will be sent via electronic mail, addressed as follows:

PG&E [Insert company name]

Name: Andrea Schumer Name: [Company - Name]

Phone: (510) 697-3968 Phone: [Company - Phone]

- 11. Communications and Media. Neither Party will disclose any information or make any news release, advertisement, public communication, response to media inquiry or other public statement regarding this Agreement, the Confidential Information disclosed, the Purpose and/or potential commercial relationship between the Parties, or the performance hereunder without the prior written consent of the other Party. Subject to Paragraph 5, neither Party will make any reference to the other Party or to the existence of this Agreement in any advertising or other publication (except for confidential, internal company publications), without the prior written consent of the other Party, and neither Party will associate or in any way connect its name, trademark or any other intellectual property right to any name, trademark or any other intellectual property right of the other Party without the other Party's prior written consent. The fact that the Parties have entered into this Agreement does not constitute, nor does it imply in anyway, endorsement by one Party of the other, and neither Party will indicate or imply that the other Party endorses, recommends, or vouches for it in any form of written, verbal, or electronic advertisement, communication, or any other business development effort, without the other Party's prior written consent.
- 12. <u>No License</u>. No license or proprietary rights are granted by disclosure of any Confidential Information under this NDA. For avoidance of doubt, nothing in this NDA is intended to

grant any rights to any Receiving Party under any patent, copyright, trade secret or other intellectual property right nor does this NDA grant any Receiving Party any rights in or to the Confidential Information, except the limited right to use the Confidential Information solely for the Purpose.

- 13. <u>Compliance with Applicable Law</u>. The Receiving Party agrees to comply with all applicable laws governing the protection of the Confidential Information.
- 14. <u>Indemnification.</u> The Receiving Party shall indemnify the Disclosing Party against any and all actions, claims, liabilities, costs, damages, charges and expenses incurred in connection with or arising out of the Receiving Party's use of Confidential Information.
- 15. <u>Assignment.</u> Neither Party shall assign this NDA nor any Confidential Information received from Disclosing Party pursuant to this NDA without Disclosing Party's prior written consent. This NDA shall be binding upon each Party, their successors, and assigns.
- 16. **No Warranty**. All Confidential Information is provided "as is" without any warranties, express, implied, or otherwise, regarding the accuracy or completeness of any Confidential Information disclosed by the Disclosing Party to the Receiving Party.
- 17. <u>Severability and Waiver</u>. The covenants and agreements set forth in this NDA are each deemed separate and independent, and if any such covenant or agreement is determined by any court of competent jurisdiction or arbitrator/mediator to be invalid or unenforceable for any reason, the Parties shall negotiate an equitable adjustment in the provisions of this NDA with a view toward effectuating the purpose of this NDA. The invalidity or unenforceability of any of the provisions, or application of any of the provisions, of this NDA will not affect the validity or enforceability of any of the remaining provisions of this NDA.
- 18. <u>Entire Agreement.</u> This NDA contains the entire understanding between the Parties with respect to Confidential Information received hereunder. This NDA has been negotiated by both Parties and shall not be strictly construed against either Party. No change, modification, extension, termination, or waiver of this NDA shall be made effective unless in writing and signed by an authorized representative of each Party.
- 19. <u>Governing Law</u>. This NDA shall be construed and interpreted in accordance with the laws of the State of California. Any controversy, dispute, issue, or claim arising out of or in any way relating to this NDA which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or if jurisdiction over the action resides in the federal courts, then in a Federal Court of competent jurisdiction situated in the State of California.
- 20. <u>Counterparts</u>. This NDA may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument. The Parties agree that electronic signatures may be used for execution of the NDA. The email, PDF or other electronically delivered signatures of the Parties shall be

- deemed to constitute original signatures, and electronic copies of the executed NDA shall be deemed to constitute duplicate originals.
- 21. **Remedies.** Notwithstanding any other term of this NDA, it is expressly agreed that a breach of this NDA will cause irreparable harm to the Disclosing Party and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the Disclosing Party will be entitled to injunctive and/or other equitable remedies in the event of any threatened or actual violation of any provisions of this NDA. In any dispute between the Parties arising out of or relating to the NDA, the prevailing party shall be entitled to recover from the opposing party his or its attorneys' fees and costs.

Signature page follows

IN WITNESS HEREOF, and intending to be legally bound hereby, the Parties hereto have caused this NDA to be executed by their duly authorized representatives as of the Effective Date.

PACIFIC GAS & ELECTRIC COMPAN								
Signature:								
Name: [Company PG&E]								
Title: [Title - PG&E]								
Date: [Date - PG&E]								

Appendix A

PERSONAL DATA PROCESSING ADDENDUM

This Personal Data Processing Addendum ("**PPA**") amends, in accordance with the terms set forth below, all agreements between the Parties, pursuant to which Company receives and processes Personal Information (as defined below) and to clarify and confirm Company's obligations to safeguard and maintain the security of the Personal Information it collects from or on behalf of PG&E related to employees, dependents and beneficiaries, consultants, workers, visitors, shareholders, and/or customers of PG&E and its subsidiaries and affiliates.

1. **DEFINITIONS.** As used in this DPA, the following capitalized terms shall have the meanings provided in this section. Capitalized Terms used in this DPA, but not defined below have the meaning given to them in the Parties' Agreement.

<u>Agreement</u>. "Agreement" means the Mutual Non-Disclosure Agreement by and between PG&E and Company.

<u>Personal Information</u>. "Personal Information" means any information provided by PG&E, its subsidiaries, affiliates, agents, officers, directors, current and former employees, or customers, to Company and that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular individual. "Personal Information" includes "personal information," "personal data" or other such similar terms as they are defined under applicable Privacy Laws.

<u>Privacy Laws</u>. "Privacy Laws" are all applicable laws, rules, regulations, directives and governmental requirements in any jurisdiction in which Company or Company operates and relating in any way to the privacy, confidentiality, or security of Personal Information processed by Company, including, but not limited to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA").

- 2. CONTROL OF PERSONAL INFORMATION. PG&E shall retain all ownership and control over the Personal Information disclosed to Company. PG&E also has the exclusive authority to determine the purposes of processing of all Personal Information by Company.
- 3. LIMITED USE OF PERSONAL INFORMATION. At all times during the term of this DPA and thereafter, Company shall collect (including, without limitation, caching or storing), access, use, disclose, process or retain Personal Information solely for the purpose of rendering the contracted services to PG&E and not for any other purpose. Company shall not sell, share or otherwise disclose any Personal Information to any third party except as expressly permitted herein. Company shall not use any Personal Information to violate or attempt to violate the security of PG&E's systems, or any third party networks, system, server, website, application or account.

- 4. ADDITIONAL RESTRICTIONS. Company shall not: (i) sell or share Personal Information or (ii) collect, retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the services specified in the Agreement. For avoidance of doubt, Company shall not collect, retain, use, or disclose Personal Information for any commercial purpose other than providing the services specified under the Agreement unless otherwise permitted under applicable law. For purposes of this section, the terms "sell," "commercial purposes" and "personal information" shall have the meanings as defined under the CCPA and "share" shall have the meaning as defined under the CPRA.
- 5. AGENTS. Company shall not contract any of its rights or obligations hereunder, or share, transfer, disclose or otherwise provide access to any Personal Information to any contractors, subcontractors, third-party service providers, or agents (collectively, "Agents") without the prior written consent of Company. Where Company contracts any rights or obligations, or provides access to Personal Information, to an Agent, then (a) Company shall enter into a fully-executed written agreement with each Agent that imposes obligations on the Agent that are at least as restrictive as those imposed on or required of Company under this DPA; (b) Company shall not be relieved of any of its obligations under this DPA; and (c) Company shall remain liable and responsible for the performance or non-performance of its Agents with respect to the Agent's collection, use, disclosure, storage, processing and disposal of Personal Information.
- 6. COMPLIANCE WITH LAW. Company agrees that its collection, use, disclosure, storage, processing and disposal of Personal Information shall at all times comply with all applicable Privacy Laws and any representations made by Company to any person from whom such Personal Information was collected. Company further agrees that it will reasonably cooperate with PG&E's efforts to comply with PG&E's legal obligations related to its collection, processing, use or disclosure of Personal Information.
- 7. DATA SECURITY. Company shall, and shall contractually require and cause any Agents to, implement and maintain security procedures and practices for Personal Information, including without limitation, establishing, implementing and maintaining an Information Security Program as set forth in this Section 7, that will: (i) comply with all applicable Privacy Laws and industry standards; (ii) ensure the security and confidentiality of Personal Information, (iii) protect against any anticipated or actual threats or hazards to the security or integrity of Personal Information, and (iv) prevent unauthorized access, acquisition, destruction, use, modification and/or disclosure of Personal Information. Company and its Agents shall each ensure that its security infrastructures are consistent with high industry standards for virus protection, firewalls and intrusion prevention technologies to help prevent Company's network, systems, servers and applications from unauthorized access. Company will restrict and track access to Personal Information and PG&E systems at all times to only those employees and Agents whose access is essential to performing the services for which Company has been contracted, and such employees and Agents will be required (including during the term of their employment or retention and thereafter) to protect Personal Information in accordance with the requirements of this DPA. Company shall segregate Personal Information from all other Company and third party data. Company must ensure proper user authentication for all employees, and Agents with access to Personal Information, including, without limitation, by assigning

each employee or Agent unique access credentials for access to any system on which Personal Information can be accessed and prohibiting employees and Agents from sharing such access credentials. Company shall ensure that upon termination of any employee or Agent, the terminated person's access to Personal Information and PG&E systems must be immediately revoked.

- 8. INFORMATION SECURITY PROGRAM. Company shall conduct appropriate training and awareness campaigns designed to educate Company's employees of their responsibilities in maintaining the confidentiality and security of Personal Information and for the reporting of incidents involving unauthorized access to or use of Personal Information, consistent with all Privacy Laws and the terms of this DPA. Company represents and warrants that it has implemented and will maintain a variety of administrative, organizational and technical measures ("Information Security Program) that are consistent with industry standards which may include but are not be limited to ISO 27001/2, NIST, OWASP, and other similar standards that are designed to reasonably and appropriately protect the confidentiality, integrity mid availability of information systems or data and which measures are set forth below. Company shall review its Information Security Program on at least an annual basis and evaluate whether it needs to be modified to comply with Privacy Laws or industry practices. Company shall notify PG&E of any material changes to Company's Information Security Program as it relates to the security and integrity of Personal Information, within thirty (30) days of any such change. Notwithstanding the foregoing, at all times, Company's Information Security Program shall include the following:
 - a. Organizational management and dedicated staff responsible for the development, implementation and maintenance of Company's Information Security Program.
 - b. Audit and risk assessment procedures designed for the purposes of periodic review and assessment of risks to Company's organization, for monitoring and maintaining compliance with Privacy laws, and for reporting the condition of its information security and compliance to Company senior management.
 - c. Data security controls which include at a minimum, but may not be limited to, logical segregation of data, restricted (e.g., role-based) access and monitoring, and utilization of commercially available and industry standard encryption, at a minimum of 256-bit encryption, for Personal Information that is:
 - i. transmitted order public networks (i.e. the Internet) or when transmitted wirelessly,
 - ii. stored on any Company or Agent systems, including any cloud based systems.
 - d. Logical access controls to manage electronic access to data and system functionality based on authority levels and job functions, (e.g. granting access on a need-to-know and least privilege basis, use of unique IDs and passwords for all

- users, periodic review and revoking/changing access promptly when employment terminates or changes in job functions occur).
- e. Password controls to manage and control password strength, expiration and usage including prohibiting users from sharing passwords.
- f. System auditor event logging and related monitoring procedures to proactively record user access and system activity for routine review.
- g. Physical and environmental security of data center, server room facilities and other areas containing Personal Information to protect information assets from unauthorized physical access, and to manage, monitor and log movement of persons into and out of Company facilities, and to guard against environmental hazards such as heat, fire and water damage.
- h. Operational procedures and controls to provide for configuration, monitoring and maintenance of technology and information systems according to prescribed internal and adopted industry standards, including secure disposal of systems and media to render all information or data contained therein as undecipherable or unrecoverable prior to final disposal or release from Company's possession.
- i. Change management procedures and tracking mechanisms to ensure all changes to Company's technology and information assets are properly tested, approved and monitored.
- Incident management procedures to allow for the proper investigation, response, mitigation and notification of events related to Company's technology and information assets.
- k. Network security controls that provide for the use of enterprise firewalls and layered DMZ architectures, and intrusion detection systems and other traffic and event correlation procedures to protect systems from intrusion and limit the scope of any successful attack.
- 1. Vulnerability assessment, patch management, and threat protection technologies and scheduled monitoring procedures to identify, assess, mitigate and protect against identified security threats, viruses and other malicious code.
- Business continuity and disaster recovery procedures to ensure Company's ability to maintain service and/or recovery from foreseeable emergency situations or disasters.
- n. Controls to ensure any applicable Company software is securely developed in accordance with this DPA, such as design reviews, secure separation of development and production environments, code reviews, and quality assurance testing.

- 9. Transmission of Personal Information. Company shall not electronically transmit a record containing Personal Information outside a secure network environment other than by a secure network connection or communications protected by appropriate encryption technology that is not less than 256-bits in length. Likewise, Company shall not require any individual to transmit Personal Information over the Internet unless the connection is secure or the Personal Information is protected by encryption technology meeting this standard. Company shall not print Personal Information on mailed material unless required by law and will not make Personal Information visible through any envelope window unless required by law. Notwithstanding the provisions of this Section, when strictly necessary to perform the contracted services and permitted by applicable Privacy Laws, Personal Information may be included in applications and forms sent by mail, including documents sent as part of an application or enrollment process, or to establish, amend or terminate an account, contract or policy, or to confirm the accuracy of the Personal Information.
- **10. SECURITY MANAGER.** On the effective date of the Agreement, Company shall designate an individual as the primary security manager under this DPA. The security manager shall be responsible for managing and coordinating the performance of Company's privacy and data security obligations under this DPA.
- 11. SUBPOENAS AND LEGAL PROCEEDINGS. Subject to applicable law, Company shall immediately notify PG&E of any subpoena or other judicial or administrative order by a court, tribunal, litigant, or government authority seeking access to or disclosure of Personal Information. Subject to applicable law, PG&E shall have the right take steps to assess and/or prevent such disclosure and to defend subpoena enforcement proceedings or motions to compel in lieu of and on behalf of Company, which still must provide reasonable cooperation to PG&E in connection with such defense.
- 12. DATA SECURITY BREACH NOTIFICATION AND INCIDENT RESPONSE. Company shall notify PG&E, of: (a) any access, possession, use or disclosure of Personal information, or attempt thereof, not expressly permitted by this DPA; (b) any suspected breach or compromise of Personal Information, or Company's systems or networks that directly or indirectly support Personal Information; or (c) claims or threats thereof made by any personnel, Agent or external person (each or the foregoing a "Data Security Breach"). Company shall notify PG&E of a Data Security Breach within twenty-four (24) hours after detecting or being notified of the Data Security Breach affecting Personal Information.
 - a. **Data Security Breach Investigation**. Company shall immediately take measures to stop the Data Security Breach and in PG&E's sole discretion, upon PG&E's written request, and pursuant to PG&E's instructions, Company shall cooperate with PG&E and any outside agents hired by PG&E in connection with: (i) conducting an investigation of any actual or suspected Data Security Breach and (ii) providing PG&E and its agents with administrative access to all affected systems or applications that store, process, transmit or otherwise access Personal Information. Company shall provide PG&E with the following information, at minimum: (i) a brief summary of the issue, facts and status of Company's

investigation; (ii) the potential number of individuals affected by the Data Security Breach; (iii) the Personal Information that has been or may have been implicated by the Data Security Breach; and (iv) any other information pertinent to PG&E's understanding of the Data Security Breach and the exposure or potential exposure of Personal Information.

- b. **Other Parties**. Unless the Data Security Breach impacts the information of parties other than PG&E, Company shall not notify any parties other than PG&E and relevant law enforcement agencies of any Data Security Breach unless such notification is agreed to in advance by PG&E in writing.
- c. **Resolution**. For avoidance of doubt, any Data Security Breach vulnerability shall be resolved to PG&E's satisfaction, at Company's expense. If such vulnerability cannot be resolved to PG&E's satisfaction within a reasonable period of time, as determined by PG&E, PG&E shall have the right to immediately terminate the Agreement without liability.
- d. **Notification.** Company will, upon PG&E's written request and pursuant to PG&E's instructions, at Company's cost, notify any affected persons or entities provided that the method and content or such notice to shall be agreed to in writing by PG&E prior to sending such notice. Company shall also cooperate with PG&E and any relevant authority in the event of litigation or regulatory inquiry concerning a Data Security Breach. Notwithstanding the foregoing, Company, at its sole expense shall investigate and remediate all Data Security Breaches.
- e. **Indemnification**. In addition to Company's indemnification obligations set for in Section 21 of this DPA, Company shall also indemnify, hold harmless, and defend PG&E and its respective directors, officer; employees, subcontractors and agents from any suits, claims, damages, demands, proceedings, and other actions brought by a third party, and all associated expenses and costs (including but not limited to: assessments, fines, losses, penalties, costs of investigating and responding to any Data Security Breach, costs of notifying affected individuals, and attorneys' fees), arising out of or related to Company's or its Agents collection, processing, storage, use transmission or destruction of Personal Information, including, but not limited to, a suspected or actual Data Security Breach. The remedies set forth herein shall be in addition to any other remedies available to PG&E at law or in equity, including but not limited to Company's general indemnification obligations set forth in this DPA.
- 13. CREDIT MONITORING. In the event of a Data Security Breach (including, without limitation, by an unauthorized employee or Agent of Company), at the sole discretion of PG&E, Company will offer Credit Monitoring Services (as defined below) as designated by company to any affected individual at Company's cost and expense. Affected individuals will be notified of the availability of Credit Monitoring Services as directed by PG&E, at Company's sole cost. "Credit Monitoring Services" mean credit monitoring services for two (2) years, beginning on the date the individual first registers for the

- service after the Data Security Breach or such period required by Privacy Laws and one (1) free credit report provided by Experian, Equifax, or TransUnion.
- 14. DESTRUCTION AND RETURN OF PERSONAL INFORMATION. As soon as possible after any of the Personal Information (or portion thereof) is no longer needed by Company to fulfill its obligations to PG&E or upon PG&E's written request, or in the event of termination or expiration of this DPA for any reason, Company shall, and shall cause its Agents, to immediately securely destroy and certify such secure destruction (and produce a written certification upon request by PG&E) of any or all of Personal Information and all records of Personal Information, (including, without limitation, all electronic copies such as on hard drives, backup tapes, portable devices, optical, magnetic, or other storage media, as well as all hard copies) or, if requested by PG&E, return Personal Information to PG&E through a secure method designated by PG&E. Company shall ensure that Personal Information is destroyed in accordance with the methods described in the Federal Trade Commission's Disposal Rule, 16 C.F.R § 682.3 and any other Privacy Law.
- 15. SECURITY AUDIT RIGHTS. At the request of PG&E and at PG&E's cost, Company shall provide PG&E, or an independent third-party auditor selected by PG&E, access to, and the right to conduct a security audit of, all records, security policies and procedures, and other practices relating to the use, processing, storage and disclosure of Personal Information. The audit results and Company's plan for addressing or resolving issues identified by the audit shall be shared with PG&E within ten (10) days of Company's receipt of the audit results. If Company fails to resolve the issues identified in its plan within a reasonable timeframe determined by PG&E, PG&E shall have the right to terminate the services contract between the Parties. In addition, subject to Company's advance approval as to scope and timing, PG&E also reserves the right to conduct, at its own cost, not more than twice per calendar year, technical security integrity reviews, and penetration tests and monthly Internet security scans to ensure Company remains compliant with this DPA (collectively, "Application Security Assessments"). PG&E will provide seven (7) days' notice prior to penetration testing or the commencement of monthly scanning activities. Company shall correct any security flaw discovered by PG&E within eight (8) hours. Further, Company and any Agent that accesses, stores or collects Personal Information shall conduct, at its own cost, an Application Security Assessment annually using an independent third-party tester.
- 16. MALICIOUS CODE. Company will ensure that the contracted services will not result in the transmission to PG&E of any (a) 'back door', 'time bomb', 'Trojan Horse,' 'worm', 'drop dead device,' 'virus', 'spyware' or 'malware;' or (b) any computer code or software routine that: (i) permits unauthorized access to or use of PG&E's or its users' systems or any component thereof; or (ii) disables, damages, erases, disrupts or impairs the normal operation of PG&E's or its users' systems or any component thereof.
- 17. INTERNATIONAL TRANSFER OF DATA. Company shall not transfer Personal Information to, or allow access to Personal Information by, its employees or Agents in any location outside the United States without receiving the prior written consent of PG&E. To the extent that the parties agree to the transmission of Personal Information outside of the

[Company Name]

United States, prior to making any such transfer, the parties will negotiate in good faith and agree to the terms of a data transfer agreement that complies with applicable Privacy Laws governing the cross-border transfer of Personal Information.

- 18. SUSPENSION OF DATA TRANSFERS. PG&E reserves the right to suspend or stop data transfers to Company at any time. In the event that Company is unable to comply with the obligations stated in this DPA, Company shall within forty-eight (48) hours notify PG&E, and PG&E shall then be entitled (at its option) to suspend the transfer of Personal Information, require Company to cease using Personal Information and/or immediately terminate the Agreement PG&E may have with Company that requires the transfer of Personal Information for the contracted services.
- 19. DATA SUBJECT REQUESTS. Company shall promptly send PG&E within three (3) business days of receipt of any communication received from an individual relating to his or her request to access, modify or correct, or delete Personal Information relating to the individual or to opt-out of any program or communication and Company shall comply with instructions of PG&E before responding to such data subject requests.
- **20.** COOPERATION WITH GOVERNMENT ENFORCEMENT AUTHORITIES. Company will provide reasonable cooperation to PG&E in connection with PG&E's efforts to respond to any complaint filed with, or investigation conducted by, any government agency or data protection authority resenting the processing of Personal Information by Company.
- 21. INDEMNIFICATION. Notwithstanding anything to the contrary in any agreement between PG&E and Company, Company shall indemnify, hold harmless, and defend PG&E and its any and officers, employees, subcontractors, agents, successors, and assigns from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including without limitation attorneys' fees and court costs) and any and all threatened claims, losses, liabilities, damages, settlements, expenses and costs arising from, in connection with, or based on allegations of, in whole or in part, any of the following: (a) any violation of the requirements of this DPA; (b) any negligence or willful misconduct of Company, its personnel or Agents or any third party to whom Company provides access to Personal Information or systems, with respect to security or confidentiality of Personal is (c) any other costs incurred by PG&E with respect to PG&E's rights in this DPA. Except as otherwise provided herein, Company shall be fully responsible for, and shall pay, all costs and expenses incurred by Company or its personnel, third-party service providers of Company or Agents with respect to the obligations imposed under this DPA.
- **22. RELATION TO THE AGREEMENT.** A breach of any term of this DPA will be deemed a breach of the Agreement. The provisions of the Agreement regarding the subjects of Breach, Choice of Law, and Venue shall govern the parties' respective rights and obligations under this DPA. Notwithstanding the foregoing any indemnification rights of PG&E in this DPA are additive to any rights at law or in equity that PG&E has under the Agreement.

- **23. CONFLICTS.** In the event any term in this DPA is inconsistent or contradicts the terms in any other agreement between the Parties, the terms in this DPA shall apply.
- **24. MISCELLANEOUS**. This DPA constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and its terms shall govern the event of any inconsistency between this DPA and any other agreement between the Parties. This DPA shall be amended only by a written agreement between the Parties that specifically references this DPA by name. Company's obligations hereunder shall survive the termination of the service agreements between the parties and the completion of any and all services performed thereunder.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT

RE: UPDATED POLICIES FOR THE CITY OF OROVILLE

DATE: FEBRUARY 20, 2024

SUMMARY

The Council will consider the approval of the updated Policy Manual for the City of Oroville.

DISCUSSION

City staff have been working diligently over the last twelve months to update the City's policies and procedures for the General and mid-management employee units. Part of this process included working with Lexipol, a firm that provides a full library of customizable local government policies and training bulletins that are updated in response to new federal laws and court decisions. Their online training platform delivers courses and videos designed to meet employee training mandates, backed by tools to manage credential renewal. Each day, all employees will receive a daily refresher training moment, on a component of these policies. Lexipol has been utilized by the Oroville Police Department for their department policies since 2004.

The review process was extensive – involving weekly meetings with our consultant and significant review of existing City policies. Through this review, cleanup work was done to eliminate redundancy where it existed, make updates where applicable and to include new polices where the City had not polices.

There has also been significant work on memorializing existing procedures, where applicable. Existing policies have been reviewed and assigned to applicable City departments.

Upon completion of the initial review and update of the City policies, they were reviewed by City Attorney staff and then vetted once again with City staff. After that review, the draft polices were then sent out to impacted labor organizations: Mid-Management Association and Oroville City Employee's Association. After labor review, additional edits were made and the updated policies were approved by the labor groups.

The annual subscription cost of the electronic policies is \$6,854.65. Staff anticipate renewing this subscription annually with Lexipol. The cost of these services will be covered through several department budgets to include but not limited to Human Resources, Finance, Planning and Development, Code Enforcement and Public Works.

FISCAL IMPACT

Annual Subscription with Lexipol \$6,854.65.

RECOMMENDATION

- APPROVE OF THE UPDATED POLICIES FOR THE CITY OF OROVILLE AND;
- 2. ADOPT RESOLUTION NO. 9229 A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING THE UPDATED CITY OF OROVILLE POLICY MANUAL.

ATTACHMENTS

- City of Oroville policies showing additions and updates;
- Resolution; and
- Lexipol Contract Invoice.

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City of Oroville Government Policy Manual

CITY OF OROVILLE POLICY MANUAL



City of Oroville Government Policy Manual

MISSION STATEMENT

The City of Oroville is dedicated to serving the public, ensuring the safety and vitality of the community, and promoting prosperity for all.

Government Policy Manual

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City of Oroville Government Policy Manual

Chapter 1 - Role and Authority

City of Oroville Government Policy Manual

Policy Manual

100.1 PURPOSE AND SCOPE

The manual of the City is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, rules, and guidelines of this city. All employees are to conform to the provisions of this manual.

All prior and existing manuals, orders, and regulations that are in conflict with this manual are rescinded, except to the extent that portions of existing manuals, orders, and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

100.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed from an objective standard, taking into consideration the sound discretion entrusted to employees of this city under the circumstances reasonably available at the time.

100.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the City and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the City, its officials, or its employees. Violations of any provision of any policy contained within this manual shall only form the basis for administrative action, training, or discipline. The City reserves the right to revise any policy content, in whole or in part. The City will meet and confer when applicable on changes of policy with recognized labor groups.

100.3 AUTHORITY

The City Administrator shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state, and local laws, rules, and ordinances. The City Administrator or the authorized designee is authorized to issue directives, which shall modify those provisions of the manual to which they pertain. Directives from the City Administrator or the authorized designee shall remain in effect until such time as they may be permanently incorporated into the manual or the directive has been abolished.

100.4 DEFINITIONS

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

Advancement - A salary increase within the limits of a pay range established for a class.

Allocation - the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

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Anniversary date - The annual anniversary of an employee's date of appointment to his/her current position, to be used for such personnel actions as change in status, salary step advancements, paid leave accruals and seniority.

Appeal - A written statement by the affected employee that a dispute exists in the application of any of the rules contained herein.

Appointing authority - unless otherwise provided in the Charter, the appointing authority shall be a majority of the City Council. (Amended-Res. 5228)

Call-back - A call-back or return to duty (not assigned overtime) with a two-hour minimum reimbursement.

Charter - the Charter of the City of Oroville.

Class - All positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title and the application with equity of common standards of selection, transfer, demotion, and salary.

Classification plan - the orderly and official arrangement of all positions in separate and distinct classes according to assigned duties and responsibilities, thereby illustrating the entire City service.

Classified service - The positions allocated to classes which are subject to and enjoy all provisions of these Personnel System Rules, including but not limited to the competitive selection process and the attainment of permanent status.

Compensation - The salary or wage, benefit allowances and all other forms of valuable consideration for which an employee is eligible by virtue of his/her class and employment relationship with the City.

Compensation plan - Also referred to as Salary Schedule, is an established schedule of salaries, salary ranges and wage rates to which all positions recognized in the Classification Plan are assigned.

Competitive service - All positions of employment in the service of the City except those excluded by the Charter or the Personnel Ordinance.

Days - Calendar days unless otherwise stated in the Personnel System Rules.

Demotion - the reduction of an employee from a position in one class to a position in another class having a lower base salary or wage, either on a voluntary basis or as the result of disciplinary action.

Department - A budgetary identified administrative unit of City government.

Disciplinary action -The discharge, demotion, reduction in pay, suspension or oral and or written reprimands of an employee for punitive reasons and not for any non-punitive reasons.

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Elected official - Any individual who serves in the City government based upon selection by a public vote, as well as any individual who is appointed or otherwise selected to fill such a position that has been vacated prior to the conclusion of the elected individual's term.

Eligible - A person whose name is on a valid employment list.

Emergency appointment - A means of hiring of a person or persons as necessary to avoid any impediment of the functions of City government or to facilitate the City to provide continuity of service by waiving the competitive selection guideline required by these Personnel Systems Rules.

Employee - Any person employed by the City, including:

- Full- and part-time employees.
- Appointed personnel. This does not include persons appointed to fill an elected official vacancy.
- Place holder: deal with Extra Help Employees, Seasonal Employees

Employment list -

- Eligibility List A list of names of persons who have taken an open-competitive examination for a class in the competitive service and have qualified.
- Promotional List A list of names of persons who have taken a promotional examination for a class in the competitive service and have qualified.
- Re-Employment List The names of persons laid off from City service.

Examination -

- Continuous Examination An open competitive examination which is administered
 periodically and as a result of which names are placed on an eligibility list, for a period
 of not more than one year.
- Open-Competitive Examination An examination for a particular class which is open to all persons meeting the minimum qualifications for the class.
- Promotional Examination An examination for a particular class which is open only to employees of the City meeting the minimum qualifications for the class.

Immediate family - The following members of an employee's family: spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law or father-in-law.

Intermittent - An appointment made outside of the formal selection process and eligible certification provisions. Appointments are for employees whose services are used on an on-call basis, but whose hours do not normally exceed 1,000 hours annually.

Layoff - The separation of employees from active City service, due to lack of work, lack of funds, changing priorities, measures to enhance efficiency, or to accommodate organizational changes.

Light duty assignment (Temporary Modified-Duty Assignment) - When an employee is unable to perform his regular duty due to injury, and when approved by a physician, the employee may be required to perform duties, which the City determines to be an acceptable assignment.

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Manual - The City Policy Manual.

May - Indicates a permissive, discretionary, or conditional action.

Personnel officer - The City Administrator, or other person designated by a majority of the City Council having the power of appointment and removal of employees.(Amend Res 5228)

Personnel ordinance - The ordinance which creates a personnel system for the City.

Position - A group of duties and responsibilities in the competitive service requiring the full-time or part-time employment of one person.

Probationary period - A period considered an integral part of the examination, testing, recruiting, and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed, by actually performing the duties of the position.

Promotion - The movement of an employee from one class to another class having a higher maximum base rate of pay.

Provisional appointment - A person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligible persons.

Regular employee - An employee in the competitive service who has successfully completed the probationary period and has been retained as hereafter provided in these rules.

Re-employment - The restoration without examination of a former regular employee or probationary employee who has completed at least six (6) months of probationary service to a vacant position in the same or comparable class in which the employee formerly served.

Relief of duty - The temporary assignment of an employee to a status of leave with pay.

Retired employee - Retired officer - A person who terminated City service by entering into retirement under the provisions of the Public Employees' Retirement System.

Seniority - The system which ranks employees within a class by continuous length of service as a regular employee with the City.

Shall or will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority that may include responsibility for hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other city employees, directing the work of other employees, or having the authority to address concerns brought about by employees. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank, or compensation.

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Suspension - The temporary removal from active services of an employee, without pay, for disciplinary purposes.

Temporary appointment - Appointment to a position for a duration of time not to exceed 12 months, unless approved by the City Administrator.

Temporary employee - An employee who is filing a position of limited duration only under temporary appointment.

Transfer - The reassignment of an employee from one position to another position, whether in the same department or in another department.

100.5 ISSUING THE POLICY MANUAL

An electronic version of the Policy Manual will be made available to all employees on the city network for viewing and printing. No changes shall be made to the manual without authorization from the City Administrator or the authorized designee.

Each employee shall acknowledge having access to and having the opportunity to review the Policy Manual and any directives issued by the City Administrator or the authorized designee. Employees shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

100.6 PERIODIC REVIEW OF THE POLICY MANUAL

The City Administrator will ensure that the Policy Manual is periodically reviewed and updated as necessary.

100.7 REVISIONS

All revisions to the Policy Manual will be provided to each employee on or before the date the policy becomes effective. Each employee will be required to acknowledge having reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Employees are responsible for keeping abreast of all Policy Manual revisions.



Standards of Conduct for All Employees

101.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the City and are expected of all employees. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, employees are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this city or an employee's supervisor.

101.1.1 DEFINITIONS

Definitions related to this policy include:

Conflict of interest - Any actual, perceived, or potential conflict in which it reasonably appears that an employee's action, inaction, or decisions are or may be influenced by a personal or business relationship. It includes conflicts defined and prohibited by state law.

101.2 POLICY

The continued employment or appointment of every employee of the City shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether during work hours or non-work hours, may be cause for disciplinary action.

101.3 GENERAL STANDARDS

Employees shall conduct themselves in accordance with the federal and state constitutions and all applicable laws, ordinances, and rules enacted or established pursuant to legal authority.

Employees shall familiarize themselves with policies and guidelines and are responsible for compliance with each. Employees should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

101.4 CAUSES FOR DISCIPLINE

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, or ethics, and specific action or inaction that is detrimental to the city's ability to effectively serve the public.

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Standards of Conduct for All Employees

101.4.1 LAWS, RULES, AND ORDERS

- (a) Violation of, or ordering or instructing a subordinate to violate, any policy, guideline, rule, order, directive, or requirement, or failure to follow instructions contained in city manuals.
- (b) Disobedience of any lawful direction or order.
- (c) Violation of federal, state, local, or administrative laws, rules, or regulations.

101.4.2 ETHICS

- (a) Using or disclosing one's status as an employee of the City in any way that could reasonably be perceived as an attempt to gain influence or authority for non-city business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any employee for malicious purpose, personal gain, willful deceit, or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee, or gift from any person for service incident to the performance of the employee's work with the City.
- (d) Acceptance of fees, gifts, or money contrary to the rules of this city and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Any other failure to abide by the standards of ethical conduct.

101.4.3 DISCRIMINATION, OPPRESSION, OR FAVORITISM

Unless required by law or policy, discriminating against, oppressing, or providing favoritism to any person because of actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, economic status, cultural group, veteran status, marital status, and any other classification or status protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing the conduct is unlawful.

101.4.4 RELATIONSHIPS

- (a) Unwelcome solicitation of a personal or sexual relationship during work hours or through the use of one's official capacity.
- (b) Engaging in sexual activity during work hours, including but not limited to sexual intercourse, excessive displays of public affection, or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship as a direct result of any official business.
- (d) Associating with or joining a criminal gang, organized crime, and/or criminal syndicate when the employee knows or reasonably should know of the criminal nature of the organization.

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101.4.5 ATTENDANCE

- (a) Leaving the job to which the employee is assigned during work hours without reasonable excuse and proper permission and approval.
- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to the place of assignment at the time specified and fully prepared to work without reasonable excuse.
- (e) Failure on the part of an employee, who is absent without leave and absent without good cause, to return to duty within three (3) workdays of notice to return, shall be considered job abandonment and shall be cause for immediate discharge.

101.4.6 UNAUTHORIZED ACCESS, DISCLOSURE, OR USE

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained as a result of the employee's position with this city.
- (b) The use of any information, photograph, video, or other recording obtained or accessed as a result of employment or appointment to this city for personal or financial gain or without the express authorization of the City Administrator or the authorized designee.
- (c) Loaning, selling, allowing unauthorized use, giving away, or appropriating any city badge, uniform, identification card, or property for personal use, personal gain, or any other improper or unauthorized use or purpose.
- (d) Using city resources in association with any portion of an independent civil action. These resources include but are not limited to personnel, vehicles, equipment, and non-subpoenaed records.

101.4.7 EFFICIENCY

- (a) Neglect of duty.
- (b) Unsatisfactory work performance, including but not limited to failure, incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments, or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.
- (d) Unauthorized sleeping during work hours or assignments.
- (e) Failure to notify the City within one week of any change in residence address or contact numbers.
- (f) Failure to notify a supervisor of changes in relevant personal information within one week.

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101.4.8 PERFORMANCE

- (a) Failure to disclose or misrepresenting material facts or making any false or misleading statement on any application, examination form, or other official document, report, or form, or during the course of any work-related investigation.
- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive, or the willful and unauthorized removal, alteration, destruction, and/or mutilation of any city record, public record, book, paper, or document.
- (c) Failure to participate in investigations, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any cityrelated business.
- (d) Being untruthful or knowingly making false, misleading, or malicious statements that are reasonably calculated to harm the reputation, authority, or official standing of this city or its employees.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this city or subverts the good order, efficiency, and discipline of this city or that would tend to discredit any of its employees.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
 - While on city premises.
 - At any work site, during work hours, or while using any city equipment or system.
- (g) Improper political activity, including:
 - Unauthorized attendance during work hours at official legislative or political sessions.
 - Solicitations, speeches, or distribution of campaign literature for or against any
 political candidate or position during work hours or on city property except as
 expressly authorized by city policy, an employment agreement or contract, or
 the City Administrator or the authorized designee.
- (h) Engaging in political activities during work hours except as expressly authorized by city policy, any employment agreement or contract, or the City Administrator or the authorized designee.
- (i) Any act that brings discredit to this city.

101.4.9 CONDUCT

- (a) Failure to promptly and fully report activities on the employee's part or the part of any other employee where such activities resulted in contact with any law enforcement agency resulting in arrest or detainment or that may result in criminal prosecution or discipline under this policy.
- (b) Unauthorized or unlawful fighting, or threatening or attempting to inflict unlawful bodily harm on another.

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- (c) Engaging in horseplay that reasonably could result in injury or property damage.
- (d) Discourteous, disrespectful, or discriminatory treatment of any member of the public or any employee of the City.
- (e) Use of obscene, indecent, profane, or derogatory language during work hours or in uniform.
- (f) Criminal, dishonest, or disgraceful conduct that adversely affects the employee's relationship with the City.
- (g) Unauthorized possession of, loss of, or damage to city property or the property of others or endangering it through carelessness or maliciousness.
- (h) Attempted or actual theft of city property; misappropriation or misuse of public funds, property, personnel, or the services or property of others; unauthorized removal or possession of city property or the property of another person.
- (i) Activity that is incompatible with an employee's conditions of employment or appointment as established by law or that violates a provision of any employment agreement or contract, including fraud in securing the appointment or hire.
- (j) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the City Administrator or the authorized designee of such action.
- (k) Any other conduct that any employee knows or reasonably should know is unbecoming an employee of this city, is contrary to good order, efficiency, or morale, or tends to reflect unfavorably upon the City or its employees.

101.4.10 SAFETY

- (a) Failure to observe or violating city safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid).
- (c) Failure to maintain good physical condition sufficient to adequately and safely perform the work assigned, if applicable.
- (d) No employee shall possess, handle, or maintain a firearm while on duty or on City property.
- (e) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (f) Any personal action contributing to a preventable traffic accident.
- (g) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable but within 24 hours.

101.4.11 INTOXICANTS

(a) Reporting for work or being at work while intoxicated or when the employee's ability to work is impaired due to the use of alcohol, medication, or drugs, whether legal, prescribed, or illegal.

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- (b) Possession or use of alcohol and/or a controlled substance, illegal drug, or non-prescribed medication during work hours.
- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug, or non-prescribed medication to work.

Chapter 2 - Organization and Administration

City of Oroville Government Policy Manual

Information Technology Use

200.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the proper use of city information technology resources, including computers, cell phones, tablets, electronic devices, hardware, software, and systems.

200.1.1 DEFINITIONS

Definitions related to this policy include:

Computer system - All computers (on-site and portable), electronic devices, hardware, software, and resources owned, leased, rented, or licensed by the City that are provided for official use by its employees. This includes all access to, and use of, Internet Service Providers (ISP) or other service providers provided by or through the City or city funding.

Hardware - Includes but is not limited to computers, computer terminals, network equipment, electronic devices, telephones (including cellular and satellite), modems, or any other tangible computer device generally understood to comprise hardware.

Software - Includes but is not limited to all computer programs, systems, and applications, including shareware. This does not include files created by the individual user.

Temporary file, permanent file, or file - Any electronic document, information, or data residing or located, in whole or in part, on the system, including but not limited to spreadsheets, calendar entries, appointments, tasks, notes, letters, reports, messages, photographs, or videos.

200.2 POLICY

It is the policy of the City that employees shall use information technology resources, including computers, software, and systems, that are issued or maintained by the City in a professional manner and in accordance with this policy.

200.3 PRIVACY EXPECTATION

Employees do not have any expectation of privacy with regard to emails, texts, or anything published, shared, transmitted, or maintained through file-sharing software or any internet site that is accessed, transmitted, received, or reviewed on any city computer system.

The City reserves the right to access, audit, and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received, or reviewed over any technology that is issued or maintained by the City, including the city email system, computer network, and/or any information placed into storage on any city system or device. This includes records of all key strokes or web-browsing history made at any city computer or over any city network. The fact that access to a database, service, or website requires a username or password will not create an expectation of privacy if it is accessed through city computers, electronic devices, or networks.

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Information Technology Use

200.4 RESTRICTED USE

Employees shall not access computers, devices, software, or systems for which they have not received prior authorization or the required training. Employees shall immediately report unauthorized access or use of computers, devices, software, or systems by another employee to their supervisors.

Employees shall not use another person's access passwords, logon information, and other individual security data, protocols, and guidelines unless directed to do so by a supervisor.

200.4.1 SOFTWARE

Employees shall not copy or duplicate any copyrighted or licensed software except for a single copy for backup purposes, in accordance with the software company's copyright and license agreement.

To reduce the risk of a computer virus or malicious software, employees shall not install any unlicensed or unauthorized software on any city computer. Employees shall not install personal copies of any software on any city computer.

No employee shall knowingly make, acquire, or use unauthorized copies of computer software that is not licensed to the City while on city premises, computer systems, or electronic devices. Such unauthorized use of software exposes the City and involved employees to severe civil and criminal penalties.

Introduction of software by employees should only occur as a part of the automated maintenance or update process of city-approved or installed programs by the original manufacturer, producer, or developer of the software. Any other introduction of software requires prior authorization from a supervisor and a full scan for malicious attachments.

200.4.2 HARDWARE

Access to technology resources provided by or through the City shall be strictly limited to city-related activities. Data stored on or available through city computer systems shall only be accessed by authorized employees who have a legitimate city-related purpose to access such data. Any exceptions to this policy must be approved by a supervisor.

200.4.3 INTERNET USE

Internet access provided by or through the City shall be strictly limited to city-related activities. Internet sites containing information that is not appropriate or applicable to city use and that shall not be intentionally accessed include but are not limited to adult forums, pornography, gambling, chat rooms, and similar or related internet sites. Certain exceptions may be permitted with the express approval of a supervisor as a function of an employee's assignment.

Downloaded information from the internet shall be limited to items that are necessary for the performance of your employment and comply with any restrictions in place by City Information Systems.

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200.4.4 USE DURING NON-WORK HOURS

Employees shall only use technology resources provided by the City during work hours unless specifically authorized by a supervisor. This includes the use of telephones, cell phones, texting, email, or any other off-the-clock work-related activities. This also applies to personally owned devices that are used to access city resources.

Refer to the Personal Communication Devices Policy for guidelines regarding use of personally owned technology for work during non-work hours.

200.5 PROTECTION OF SYSTEMS AND FILES

All employees have a duty to protect the computer system and related systems and devices from physical and environmental damage and are responsible for the correct use, operation, care, and maintenance of the computer system.

Employees shall ensure city computers and access terminals are not viewable by unauthorized users. Computers and terminals should be secured, users logged off, and password protections enabled whenever the user is not present. Access passwords, logon information, and other individual security data, protocols, and guidelines are confidential information and are not to be shared. Password length, format, structure, and content shall meet the prescribed standards required by the computer system or as directed by a supervisor and shall be changed at intervals as directed.

It is prohibited for an employee to allow an unauthorized user to access the computer system at any time or for any reason. Employees shall promptly report any unauthorized access to the computer system or suspected intrusion from outside sources (including the internet) to a supervisor.

200.6 INSPECTION AND REVIEW

A supervisor or the authorized designee has the express authority to inspect or review the computer system, all temporary or permanent files, related electronic systems or devices, and any contents thereof, whether such inspection or review is in the ordinary course of supervisory duties or based on cause.

Reasons for inspection or review may include but are not limited to computer system malfunctions, problems, or general computer system failure, a lawsuit against the City involving one of its employees or an employee's duties, an alleged or suspected violation of any city policy, a request for disclosure of data, or a need to perform or provide a service.

Qualified staff may extract, download, or otherwise obtain any and all temporary or permanent files residing or located in or on the city computer system when requested by a supervisor or during the course of regular duties that require such information.



Local Government Use of Social Media

201.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure that any use of social media on behalf of the City is consistent with the City mission.

This policy does not address all aspects of social media use. Specifically, it does not address:

- Personal use of social media by city employees (see the Speech, Expression, and Social Networking Policy).
- Use of social media in personnel processes (see the Recruitment and Selection Policy).
- Use of social media as part of an investigation, other than disseminating information to the public on behalf of this city.

201.1.1 DEFINITIONS

Definitions related to this policy include:

Social media - Any of a wide array of internet-based tools and platforms that allow for the sharing of information, such as the city website or social networking services.

201.2 POLICY

The City will use social media as a method of effectively informing the public about city services, issues, investigations, recruitment, and other relevant events.

The use or access of social media should be done in a manner that protects the constitutional rights of all people.

201.3 AUTHORIZED USERS

Only employees authorized by the City Administrator or the authorized designee may utilize social media on behalf of the City. Authorized employees shall use only city-approved equipment during the normal course of duties to post and monitor city-related social media, unless they are specifically authorized to do otherwise by their supervisors.

The City Administrator may develop specific guidelines identifying the type of content that may be posted. Any content that does not strictly conform to the guidelines should be approved by a supervisor prior to posting.

Requests to post information over city social media by employees who are not authorized to post should be made through the appropriate supervisory channels.

201.4 AUTHORIZED CONTENT

Only content that is appropriate for public release, that supports the City mission, authorized by the City Administrator or designee, and that conforms to all city policies regarding the release of information may be posted. Examples of appropriate content include:

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Local Government Use of Social Media

- (a) Announcements.
- (b) Tips and information related to crime prevention.
- (c) Requests for information.
- (d) Community engagement information.
- (e) Real-time safety information that is related to in-progress crimes, geographical warnings, or disaster information.
- (f) Traffic information.
- (g) Media releases.
- (h) Recruitment of personnel.

201.4.1 INCIDENT-SPECIFIC USE

In instances of active incidents where speed, accuracy, and frequent updates are paramount (e.g., crime alerts, public safety information, traffic issues), the City Administrator or the authorized designee will be responsible for the compilation of information to be released.

201.5 PROHIBITED CONTENT

Content that is prohibited from posting includes but is not limited to:

- (a) Content that is abusive, discriminatory, inflammatory, or sexually explicit.
- (b) Any information that violates individual rights, including confidentiality and/or privacy rights and those provided under state, federal, or local laws.
- (c) Any information that could compromise an ongoing investigation.
- (d) Any information that could tend to compromise or damage the mission, function, reputation, or professionalism of the City or its employees.
- (e) Any information that could compromise the safety and security of city operations, employees of the City, or the public.
- (f) Any content posted for personal use.
- (g) Any content that has not been properly authorized by this policy or a supervisor.

Any employee who becomes aware of content on this city's social media sites that the employee believes is unauthorized or inappropriate should promptly report such content to a supervisor. The supervisor will ensure its removal from public view and investigate the cause of the entry.

201.5.1 PUBLIC POSTING PROHIBITED

City social media sites shall be designed and maintained to prevent posting of content by the public.

The City may provide a method for members of the public to contact city employees directly.

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201.6 MONITORING CONTENT

The City Administrator will appoint a supervisor to review, at least annually, the use of city social media and report back on, at a minimum, the resources being used, the effectiveness of the content, any unauthorized or inappropriate content, and the resolution of any issues.

201.7 RETENTION OF RECORDS

The City Administrator should work with the City Clerk to establish a method of ensuring that public records generated in the process of social media use are retained in accordance with established records retention schedules.

201.8 TRAINING

Authorized employees should receive training that, at a minimum, addresses legal issues concerning the appropriate use of social media sites, as well as privacy, civil rights, and dissemination and retention of information posted on city sites.



Subpoenas and Court Appearances

202.1 PURPOSE AND SCOPE

This policy establishes the guidelines for city employees who must appear in court. It will allow the City to cover any related work absences and keep the City Administrator informed about relevant legal matters.

202.2 POLICY

Employees will respond appropriately to all subpoenas and any other court-ordered appearances.

202.3 SUBPOENAS

Only employees authorized to receive a subpoena on behalf of the City or any of its employees may do so.

202.3.1 SPECIAL NOTIFICATION REQUIREMENTS

Any employees who are subpoenaed to testify, agree to testify, or provide information on behalf or at the request of any party other than the City or the prosecutor shall notify their immediate supervisors without delay regarding:

- (a) Any civil case where the City or one of its employees, as a result of the employee's official capacity, is a party.
- (b) Any civil case where any other city, county, state, or federal unit of government or a member of any such unit of government, as a result of the member's official capacity, is a party.
- (c) Any criminal proceeding where the employee is called to testify or provide information on behalf of the defense.
- (d) Any civil action stemming from the employee's work activity or because of the employee's association with the City.
- (e) Any personnel or disciplinary matter when called to testify or to provide information by a government entity other than the City.

The supervisor will then notify the City Administrator and the appropriate prosecuting attorney if applicable. The City Administrator should determine if additional legal support is necessary.

No employee shall be retaliated against for testifying in any matter.

202.3.2 WORK-RELATED SUBPOENAS

The City will compensate employees who appear in their official capacities on matters arising out of their official duties.

The City should seek reimbursement for the employee's compensation for appearances on civil subpoenas through the attorney of record who subpoenaed the employee.

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Subpoenas and Court Appearances

202.3.3 OTHER SUBPOENAS

Employees receiving valid subpoenas for actions unrelated to their employment or appointment with the City will not be compensated for their appearance. Arrangements for time off shall be coordinated through their immediate supervisors.

202.4 FAILURE TO APPEAR

Any employee who fails to comply with the terms of any properly served subpoena or court-ordered appearance may be subject to discipline. This includes properly served orders to appear that were issued by a state administrative agency.

202.5 COURTROOM PROTOCOL

When appearing in court, employees shall:

- (a) Be punctual and prepared to proceed immediately with the case for which they are scheduled to appear.
- (b) Dress and prepared to proceed immediately with the case for which they are scheduled to appear.
- (c) Observe all rules of the court in which they are appearing and remain alert to change in the assigned courtroom where their matter is to be heard.

202.5.1 TESTIMONY

Before the date of testifying, the subpoenaed employee should review relevant reports or documents in order to be prepared for court.

202.5.2 RECORDS

When an employee is directed by a subpoena to appear in court with records, that employee should notify the City Clerk promptly after receiving the subpoena that the specified records are needed for court.



Limited English Proficiency Services

203.1 PURPOSE AND SCOPE

This policy provides guidance to employees when communicating with individuals with limited English proficiency (LEP) (42 USC § 2000d).

203.1.1 DEFINITIONS

Definitions related to this policy include:

Authorized interpreter - A person who has been screened and authorized by the City to act as an interpreter and/or translator for others.

Interpret or interpretation - The act of listening to a communication in one language (source language) and orally converting it to another language (target language), while retaining the same meaning.

Limited English proficiency (LEP) individual - Any individual whose primary language is not English and who has a limited ability to read, write, speak, or understand English. These individuals may be competent in certain types of communication (e.g., speaking, understanding) but still exhibit LEP for other purposes (e.g., reading, writing). Similarly, LEP designations are context-specific; an individual may possess sufficient English language skills to function in one setting, but these skills may be insufficient in other situations.

Qualified bilingual employee - An employee of the City, designated by the City Administrator or the authorized designee, who has the ability to communicate fluently, directly, and accurately in both English and another language. Bilingual employees may be fluent enough to communicate in a non-English language but may not be sufficiently fluent to interpret or translate from one language into another.

Translate or translation - The replacement of written text from one language (source language) into an equivalent written text (target language).

203.2 POLICY

It is the policy of the City to reasonably provide LEP individuals with meaningful access to services, programs, and activities, while not imposing undue burdens on the City or its employees.

The City will not discriminate against or deny any individual access to services, rights, or programs based upon national origin or any other protected interest or right.

203.3 LEP COORDINATOR

The City Administrator or the authorized designee should delegate certain responsibilities to an LEP coordinator.

The responsibilities of the coordinator should include but not be limited to:

(a) Coordinating and implementing all aspects of the city's LEP services to LEP individuals.

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Limited English Proficiency Services

- (b) Developing guidelines that will enable employees to access LEP services, including telephonic interpreters, and ensuring the guidelines are available to all employees.
- (c) Maintaining and making available to employees, as appropriate, a list of all qualified bilingual employees and authorized interpreters. The list should include information regarding:
 - 1. Languages spoken.
 - Contact information.
 - 3. Availability.
- (d) Ensuring signage stating that interpreters are available free of charge to LEP individuals is posted in appropriate areas and in the most commonly spoken languages.
- (e) Reviewing existing and newly developed documents to determine which are vital documents and should be translated, and into which languages the documents should be translated.
 - 1. Content on the city website should be included in this review and should be translated on the website, if appropriate.
- (f) Annually assessing demographic data and other resources, including contracted language services utilization data and data from government and community-based organizations, to determine if there are additional documents or languages that are appropriate for translation.
- (g) Identifying standards and assessments to be used to qualify individuals as qualified bilingual employees or authorized interpreters.
- (h) Periodically reviewing efforts of the City in providing meaningful access to LEP individuals, and, as appropriate, developing reports, developing new guidelines, or recommending modifications to this policy.
- (i) Receiving and responding to complaints regarding city LEP services.
- (j) Ensuring appropriate processes are in place to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to city services, programs, and activities.
- (k) Requiring third parties providing city services, rights, or programs through contract, outsourcing, licensing, or other arrangement to establish reasonable policies and guidelines to prohibit discrimination or denial of access or services based upon national origin or any other protected interest or right.

203.4 FOUR-FACTOR ANALYSIS

Because there are many different languages that employees could encounter, the City will utilize the four-factor analysis outlined in the U.S. Department of Justice (DOJ) Guidance to Federal Financial Assistance Recipients, available at the DOJ website, to determine which measures will provide meaningful access to its services and programs. It is recognized that contacts and

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circumstances will vary considerably. This analysis, therefore, must remain flexible and will require an ongoing balance of the following four factors, which are:

- (a) The number or proportion of LEP individuals eligible to be served or likely to be encountered by city employees, or who may benefit from programs or services within the jurisdiction of this city.
- (b) The frequency with which LEP individuals are likely to come in contact with city employees, programs, or services.
- (c) The nature and importance of the contact, program, information, or service provided.
- (d) The cost of providing LEP assistance and the resources available.

203.5 TYPES OF LEP ASSISTANCE AVAILABLE

Employees should never refuse service to an LEP individual who is requesting assistance, nor should they require an LEP individual to furnish an interpreter as a condition for receiving assistance. The City will make every reasonable effort to provide meaningful and timely assistance to LEP individuals through a variety of services.

The City will utilize all reasonably available tools, such as language identification cards, when attempting to determine an LEP individual's primary language.

LEP individuals may choose to accept city-provided LEP services at no cost, or they may choose to provide their own.

City-provided LEP services may include but are not limited to the assistance methods described in this policy.

203.6 WRITTEN FORMS AND GUIDELINES

Vital documents or those that are frequently used should be translated into languages most likely to be encountered. If English versions of any vital documents are published on the city website, the translated versions of the same document must also be posted on the website. The LEP coordinator will arrange to make all translated documents available to employees and other appropriate individuals, as necessary.

203.7 AUDIO RECORDINGS

The City may develop audio recordings of important or frequently requested information in a language most likely to be understood by those LEP individuals who are representative of the community being served.

203.8 QUALIFIED BILINGUAL EMPLOYEES

Bilingual employees may be qualified to provide LEP services when they have demonstrated through established city guidelines a sufficient level of skill and competence to fluently communicate in both English and a non-English language. Employees utilized for LEP services

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must demonstrate knowledge of the functions of an interpreter/translator and the ethical issues involved when acting as a language conduit.

When a qualified bilingual employee is not available, personnel from another department who have been identified as having the requisite skills and competence may be requested.

203.9 AUTHORIZED INTERPRETERS

Any person designated by the City to act as an authorized interpreter and/or translator must have demonstrated competence in both English and the involved non-English language, must have an understanding of the functions of an interpreter that allows for correct and effective translation, and should not be a person with an interest in the transaction involving the LEP individual. A person providing interpretation or translation services may be required to establish the accuracy and trustworthiness of the interpretation or translation in a legal or other proceeding.

Authorized interpreters must pass a screening process established by the LEP coordinator that demonstrates their skills and abilities in the following areas:

- (a) The competence and ability to communicate information accurately in both English and in the target language.
- (b) Knowledge, in both languages, of any applicable specialized terms or concepts and of any particularized vocabulary or phraseology used by the LEP individual.
- (c) The ability to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (d) Knowledge of the ethical issues involved when acting as a language conduit.

203.9.1 SOURCES OF AUTHORIZED INTERPRETERS

The City may contract with authorized interpreters who are available over the telephone. Employees may use these services with the approval of a supervisor and in compliance with established guidelines.

Other sources may include:

- Qualified bilingual employees of another department within the City.
- Individuals employed exclusively to perform interpretation services.
- Contracted in-person interpreters, such as court interpreters, among others.

203.9.2 COMMUNITY VOLUNTEERS AND OTHER SOURCES OF LANGUAGE ASSISTANCE

Language assistance may be available from community volunteers who have demonstrated competence in either monolingual (direct) communication and/or in interpretation or translation (as noted in above), and have been approved by the City to communicate with LEP individuals.

Where qualified bilingual employees or other authorized interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called upon when appropriate. However, employees must carefully consider the nature of the contact and the

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Limited English Proficiency Services

relationship between the LEP individual and the volunteer to ensure that the volunteer can provide neutral and unbiased assistance.

While family or friends of an LEP individual may offer to assist with communication or interpretation, employees should carefully consider the circumstances before relying on such individuals. For example, children should not be relied upon except in exigent or very informal and non-confrontational situations.

203.10 CONTACT AND DOCUMENTATION

Although all public contacts, services, and individual rights are important, this city will utilize the four-factor analysis to prioritize service to LEP individuals so that such services may be targeted where they are most needed, according to the nature and importance of the particular activity involved.

Whenever any employee of this city is required to complete a report or other documentation that involves a situation in which interpretation services were provided to any involved LEP individual, such services should be noted in the related report or documentation. Employees should document the type of interpretation services utilized and whether the individual elected to use services provided by the City or some other identified source.

203.11 RECEIVING AND RESPONDING TO REQUESTS FOR ASSISTANCE

The City will take reasonable steps to develop in-house language capacity by hiring or appointing qualified employees proficient in languages representative of the community being served.

203.11.1 EMERGENCY ASSISTANCE

City employees will make every reasonable effort to promptly accommodate LEP individuals who appear to be in need of emergency assistance. An employee who determines that a person in need of emergency assistance is an LEP individual should attempt to gather sufficient information to determine what type of assistance the person needs and to initiate an appropriate response to the situation. As soon as possible, if language assistance is still needed and the language is known, the employee should attempt to locate a qualified bilingual employee to assist with the situation.

If a qualified bilingual employee is not available or the employee is unable to identify the primary language used by the LEP individual, the employee should contact the contracted interpretation service for assistance.

203.12 COMMUNITY OUTREACH

Community outreach programs and other such services offered by this city are important to the ultimate success of local government and achievement of the city's mission. This city will continue to work with community groups, local businesses, and neighborhoods to provide equal access to such programs and services.

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Limited English Proficiency Services

203.13 TRAINING

To ensure that all employees who may have contact with LEP individuals are properly trained, the City will provide periodic training on this policy and related guidelines, including how to access authorized telephonic and in-person interpreters and other available resources.

New employees should receive LEP training. Those who may have contact with LEP individuals should receive periodic refresher training. Training records should be maintained in each employee's personnel file in accordance with the established records retention schedule.

203.13.1 TRAINING FOR AUTHORIZED INTERPRETERS

All employees on the authorized interpreter list must successfully complete prescribed interpreter training. To complete interpreter training successfully, an interpreter must demonstrate proficiency in and ability to communicate information accurately in both English and in the target language, demonstrate knowledge in both languages of any specialized terms or phraseology, and understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.

Employees on the authorized interpreter list must receive refresher training annually or they will be removed from the authorized interpreter list. This annual training should include language skills competency (including specialized terminology) and ethical considerations.

Authorized interpreters will receive annual refresher training.

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204.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for equal access to local government services, programs, and activities for persons with disabilities in accordance with Title II of the Americans with Disabilities Act (ADA).

This policy also includes guidelines to provide effective communication with persons with disabilities and to protect the rights of individuals who use service animals in accordance with the ADA.

204.1.1 DEFINITIONS

Definitions related to this policy include (28 CFR 35.104):

ADA coordinator - The employee designated by the City Administrator to coordinate the City's efforts to comply with the ADA (28 CFR 35.107).

Assistive devices, auxiliary aids, and services - Tools used to communicate with people who have a disability or impairment. They include but are not limited to the use of gestures or visual aids to supplement oral communication; a notepad and pen or pencil to exchange written notes; a computer or typewriter; an assistive listening system or device to amplify sound; a teletypewriter (TTY) or videophones (video relay service or VRS); taped text; qualified readers; or a qualified interpreter.

Disability or impairment - A physical or mental impairment that substantially limits a major life activity, including hearing or seeing, regardless of whether the person uses assistive devices, auxiliary aids, and services. Individuals who wear ordinary eyeglasses or contact lenses are not considered to have a disability (42 USC § 12102; 28 CFR 35.108).

Facility - All aspects of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walkways, parking areas, and other real or personal property (28 CFR 35.108).

Modification - Any change, adjustment, alteration, adaptation, or accommodation that renders a city service, program, or activity suitable for use, enjoyment, or participation by a person with a disability. This may include alteration of existing buildings and facilities.

A modification includes any change or exception to a policy, practice, or guideline that allows a person with a disability to have equal access to programs, services, and activities. It also includes the provision or use of assistive devices, auxiliary aids, and services.

Power-driven mobility device - Any mobility device powered by batteries, fuel, or other engine type used by persons with disabilities for mobility assistance, regardless of whether the device was primarily designed for that purpose (e.g., golf carts, Segway® PT, mobility scooters). For purposes of this policy, it does not include wheelchairs.

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Qualified interpreter - A person who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include oral interpreters, transliterators, sign language interpreters, and intermediary interpreters.

Service animal - A dog that is trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability.

Service animal also includes a miniature horse if the horse is trained to do work or perform tasks for persons with disabilities, provided the horse is housebroken, is under the handler's control, the building or facility can accommodate the horse's type, size, and weight, and the horse's presence will not compromise legitimate safety requirements necessary for safe operation of the facility (28 CFR 35.136(i)).

204.2 POLICY

It is the policy of the City that persons with disabilities have equal access to city services, programs, and activities.

The City will not discriminate against or deny any individual access to services, programs, or activities based upon disabilities.

204.3 AMERICANS WITH DISABILITIES ACT (ADA) COORDINATOR

The responsibilities of the ADA coordinator include but are not limited to (28 CFR 35.130):

- (a) Coordinating efforts among each city department to provide equal access to services, programs, and activities including:
 - Establishing guidelines to provide for the performance of routine maintenance on buildings, facilities, or equipment that provide access to persons with disabilities (28 CFR 35.133).
- (b) Recommending amendments to this policy, as needed.
- (c) Coordinating a process of periodic self-evaluation. The process should include:
 - 1. Inspection of current city buildings and facilities to identify access issues.
 - Review of current city services, activities, and programs for access issues.
 - Assessment and update of current compliance measures.
 - Identification of recurring areas of complaint for which new methods of modification should be considered.
 - 5. Review of the city's emergency programs, services, and activities as they apply to persons with disabilities.
 - 6. Recommendation of a schedule to implement needed improvements.
- (d) Acting as a liaison with local disability advocacy groups or other disability groups regarding access to city services, programs, and activities.

- (e) Developing guidelines for the review and processing of requests for assistance or modifications that will help employees provide persons with disabilities access to city services, programs, and activities, as appropriate.
- (f) Providing notice to the public regarding the rights and protections afforded by the ADA (e.g., posters, published notices, handbooks, manuals, and pamphlets describing city services, programs, and activities and the availability of assistive devices, auxiliary aids, and services, as well as modifications) (28 CFR 35.106).
- (g) Developing guidelines for employees to access assistive devices, auxiliary aids, and services, including qualified interpreters, and making the guidelines available, as appropriate.
 - 1. A list of qualified interpreter services with contact and availability information should be maintained and easily accessible to employees.
- (h) Developing, implementing, and publishing appropriate guidelines to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to services, programs, and activities (28 CFR 35.107). The complaint guidelines should include an appeal process.
- (i) Requiring third parties providing city services, programs, or activities through contract, outsourcing, licensing, or other arrangement to establish reasonable policies and guidelines to prevent discrimination against and denial of access to persons with disabilities.
- (j) Developing and implementing guidelines to provide that new construction and any alteration to an existing building or facility are undertaken in compliance with the ADA (28 CFR 35.151).
- (k) Developing and implementing guidelines to provide that new construction and alteration of city-maintained roadways, highways, and streets include curb ramps or other sloped areas to make pedestrian-level walkways accessible as required by law (28 CFR 35.150(d)(2); 28 CFR 35.151(i)).
- (I) Coordinating with appropriate city staff to address the needs of persons with disabilities in the City's emergency disaster preparedness planning, including consideration of shelters and care facilities, transportation, means of evacuation, communication methods (e.g., warning and emergency notification systems), and post-disaster canvassing.

204.4 REQUESTS

The goal of any modification should be to allow the person to participate in the service, program, or activity the same as a person who does not have a disability.

Upon receiving a request for a modification, employees should make reasonable efforts to accommodate the request based on the preference of the person with the disability. Employees should not ask about the nature and extent of a person's disability, but should limit questions to information necessary to determine the need for a modification and the type of modification that is appropriate.

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If the requested modification, or an alternative modification, can reasonably be made at the time of the request, the employee should make the modification. An employee who is unable to accommodate a request or unsure about whether a request should be accommodated, should contact a supervisor.

The supervisor should review and approve the request, if practicable and appropriate. Otherwise, the supervisor should document the requesting person's contact information and the modification being requested and forward the request to the ADA coordinator for processing as soon as reasonably practicable.

204.4.1 DENIAL OF A REQUEST

The following should be considered before denying a request for modification:

- (a) Requests for modifications should be approved unless complying with the request would result in (28 CFR 35.150):
 - 1. A substantial alteration of the service, program, or activity.
 - 2. An undue financial or administrative burden on the City.
 - 3. All resources available for use in the funding and operation of the service, program, or activity at issue should be considered in this determination.
 - 4. A threat to or the destruction of the historic significance of an historic property.
 - 5. A direct threat to the health or safety of others (28 CFR 35.139).
- (b) If any of these circumstances are present, the ADA coordinator should work with department staff and the person requesting the modification to determine if an alternative modification is available.
- (c) Where physical modification of an existing building or facility, or new construction, would be unfeasible or unduly burdensome, the ADA coordinator should work with department staff to determine whether alternative modifications are available. Alternative methods that should be considered include (28 CFR 35.150):
 - Reassigning services, programs, or activities to accessible buildings or facilities.
 - 2. Utilizing technology, equipment, rolling stock, or other conveyances.
 - 3. Delivering the services, programs, or activities directly to a person with a disability by way of home visits or meeting the person at an accessible location.
 - 4. Any other means or methods that would make services, programs, or activities readily accessible.
- (d) If no alternative modification is appropriate, the ADA coordinator shall issue a written statement explaining why a modification of the public service, program, or activity will not be made (28 CFR 35.150).

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204.4.2 PERSONAL DEVICES AND ASSISTANCE

Although employees should make every effort to comply with requests, the provision of personal devices or assistance (e.g., wheelchairs, eyeglasses, hearing aids, personal assistance in eating or using the restroom) to persons with disabilities is not required (28 CFR 35.135).

204.4.3 SURCHARGES

Surcharges shall not be imposed upon persons with disabilities to cover the costs of providing modifications to public services, programs, and activities (28 CFR 35.130(f)).

204.5 MOBILITY DEVICES

Wheelchairs and manually powered mobility devices such as walkers, crutches, canes, and braces are permitted in any areas open to pedestrians.

Power-driven mobility devices other than wheelchairs may be restricted only if a legitimate safety interest is identified that warrants the restriction (28 CFR 35.130(h); 28 CFR 35.137).

An employee should not ask a person using a power-driven mobility device to terminate the use of the device or leave the area unless an imminent and legitimate safety issue is present. If an employee is concerned about the use of a power-driven mobility device by a person with a disability, the employee should contact a supervisor.

The determination of whether a reasonable modification should be made for the use of a power-driven mobility device within a public building or facility should be based on whether the device, given its size and speed, can be safely used within the particular building or facility taking into account the layout and design of the building or facility, the amount of pedestrian traffic present in the building or facility, and whether there is any risk of damage to the building or facility or its immediate environment as set forth in 28 CFR 35.137.

204.5.1 INQUIRIES REGARDING MOBILITY DEVICES

If an individual is using a power-driven mobility device other than a wheelchair, the employee may seek credible assurance from the individual that the device is needed because of a disability. Credible assurance of the device's necessity may be provided in one of the following ways (28 CFR 35.137):

- (a) Presentation of a valid, state-issued disability placard or card
- (b) Presentation of any other state-issued proof of disability
- (c) A verbal statement, not contradicted by observable fact, that use of the device is necessary for mobility purposes

204.6 COMMUNICATIONS WITH PERSONS WITH DISABILITIES

Employees should remain alert to the possibility of communication problems when engaging with persons with disabilities. When an employee knows or suspects an individual requires assistance to effectively communicate, the employee should identify the individual's choice of assistive device, auxiliary aid, and service.

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The individual's preferred communication method should be honored unless another effective method of communication exists under the circumstances (28 CFR 35.160).

Factors to consider when determining whether an alternative method is effective include:

- (a) The methods of communication usually used by the individual.
- (b) The nature, length, and complexity of the communication involved.
- (c) The context of the communication.

In emergency situations involving an imminent threat to the safety or welfare of any person, employees may use whatever assistive device, auxiliary aid and service reasonably appears effective under the circumstances. This may include, for example, exchanging written notes or using the services of a person who knows sign language but is not a qualified interpreter, even if the person who is deaf or hard of hearing would prefer a qualified sign language interpreter or another appropriate assistive device, auxiliary aid, and service. Once the emergency has ended, the continued method of communication should be reconsidered. The employee should inquire as to the individual's preference and give primary consideration to that preference.

204.6.1 TYPES OF ASSISTANCE AVAILABLE

Employees shall not refuse an available type of assistive device, auxiliary aid, and service to a person with a disability who is requesting assistance. The City will not require persons with disabilities to furnish their own assistive device, auxiliary aid, and service as a condition for receiving assistance. The City will make every reasonable effort to provide equal access and timely assistance to persons with disabilities through a variety of assistive devices, auxiliary aids, and services.

Persons with disabilities may choose to accept city-provided assistive devices, auxiliary aids, and services, or they may choose to provide their own.

City-provided assistive devices, auxiliary aids, and services may include but are not limited to the assistance methods described in this policy.

204.6.2 AUDIO RECORDINGS AND ENLARGED PRINT

The City may develop audio recordings to assist people who are blind or have a visual impairment with accessing important information. If such a recording is not available, employees may read aloud from the appropriate form or provide forms with enlarged print.

204.6.3 QUALIFIED INTERPRETERS

A qualified interpreter may be needed in lengthy or complex interactions (e.g., public meetings or hearings, special or emergency meetings, plan reviews) for individuals who normally rely on sign language or speechreading (lip-reading) to understand what others are saying. The qualified interpreter should not be a person with an interest in the exchange. A person providing interpretation services may be required to establish the accuracy and trustworthiness of the interpretation in a local government or legal proceeding.

Qualified interpreters should be:

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- (a) Available within a reasonable amount of time.
- (b) Experienced in providing interpretation services.
- (c) Familiar with the use of VRS and/or video remote interpreting services.
- (d) Certified in either American Sign Language (ASL) or Signed English (SE).
- (e) Able to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (f) Knowledgeable of the ethical issues involved when providing interpreter services.

Employees should use city-approved guidelines to request a qualified interpreter at the earliest reasonable opportunity or when it is reasonably apparent that an interpreter is needed. Persons with disabilities shall not be required to provide their own interpreters (28 CFR 35.160).

204.6.4 TTY AND RELAY SERVICES

The City will accept all TTY or TDD calls placed by those who are deaf or hard of hearing and received via a telecommunications relay service.

Note that relay services translate verbatim, so the conversation must be conducted as if speaking directly to the caller.

204.6.5 COMMUNITY VOLUNTEERS

Interpreter services may be available from community volunteers who have demonstrated competence in communication services, such as ASL or SE, and have been approved by the City to provide interpreter services.

When qualified interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called upon when appropriate. However, city employees must carefully consider the nature of the interaction and the relationship between the person with the disability and the volunteer to be reasonably satisfied that the volunteer can provide neutral and unbiased assistance.

204.6.6 FAMILY AND FRIENDS

While family or friends may offer to assist with interpretation, employees should carefully consider the circumstances before relying on such individuals. The nature of the interaction and relationship between the person with the disability and the person offering services must be carefully considered to determine whether the family member or friend can provide neutral and unbiased assistance.

Children shall not be relied upon except in emergency or critical situations when there is no qualified interpreter reasonably available.

Adults may be relied upon when (28 CFR 35.160):

(a) There is an emergency or critical situation and there is no qualified interpreter reasonably available.

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(b) The person with the disability requests that the adult interpret or facilitate communication and the adult agrees to provide such assistance, and reliance on that adult for such assistance is reasonable under the circumstances.

204.6.7 FIELD ENFORCEMENT CONSIDERATIONS

It is important that employees are able to effectively communicate with persons with disabilities even though the location of the communication may hinder the employee's ability to provide assistive devices, auxiliary aids, and other services in a prompt manner.

Employees involved in interactions with persons with disabilities that occur in the field and that could result in any type of civil or criminal enforcement action (e.g., issuing code enforcement citations, shutting off a utility service) should assess each situation to determine if communication assistance is necessary. The length, complexity, and importance of the communication, as well as the individual's preferred method of communication, should be considered when determining what, if any, resources should be used and whether a qualified interpreter or other service is needed.

204.7 SERVICE ANIMALS

Service animals that are assisting persons with disabilities are permitted in all city buildings and facilities and other areas where the general public is allowed. City employees are expected to treat people with service animals with the same courtesy and respect that the City affords to all members of the public (28 CFR 35.136).

204.7.1 IDENTIFICATION AND USE OF SERVICE ANIMALS

Some service animals may be readily identifiable. However, many do not have a distinctive symbol, harness, or collar.

Service animals may be used in a number of ways to provide assistance, including:

- (a) Guiding people who are blind or have low vision.
- (b) Alerting people who are blind or have low vision.
- (c) Retrieving or picking up items, opening doors, or flipping switches for people who have limited use of their hands, arms, or legs.
- (d) Pulling wheelchairs.
- (e) Providing physical support and assisting with stability and balance.
- (f) Doing work or performing tasks for people with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication.
- (g) Alerting a person with anxiety to the onset of panic attacks, providing tactile stimulation to calm a person with post-traumatic stress disorder, assisting people with schizophrenia to distinguish between hallucinations and reality, and helping people with traumatic brain injury to locate misplaced items or follow daily routines.

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204.7.2 INQUIRIES REGARDING SERVICE ANIMALS

If it is apparent or if an employee is aware that an animal is a service animal, the individual generally should not be asked any questions as to the status of the animal. If it is unclear whether an animal meets the definition of a service animal, the employee should ask the individual only the following questions (28 CFR 35.136(f)):

- (a) Is the animal required because of a disability?
- (b) What task or service has the service animal been trained to perform?

If the individual explains that the animal is required because of a disability and has been trained to work or perform at least one task, the animal meets the definition of a service animal and no further questions as to the animal's status should be asked. Employees should not question individuals about their disabilities nor should employees ask any individual to provide a license, certification, or identification card for a service animal.

204.7.3 CONTACT WITH SERVICE ANIMALS

Service animals are not pets. City employees should not interfere with the important work performed by a service animal by talking to, petting, or otherwise initiating contact with a service animal.

204.7.4 REMOVAL OF SERVICE ANIMALS

If a service animal is not housebroken or exhibits vicious behavior, poses a direct threat to the health of others, or unreasonably disrupts or interferes with normal business operations, an employee should notify an appropriate supervisor who may direct the handler to remove the animal from the premises. Barking alone is not a threat nor does a direct threat exist if the person takes prompt, effective action to control the service animal (28 CFR 35.136(b)).

Each incident must be considered individually, and past incidents alone are not cause for excluding a service animal. Removal of a service animal may not be used as a reason to refuse access to services, programs, or activities to a person with a disability. Employees are expected to provide all services that are reasonably available to a person with a disability, with or without a service animal.

204.8 WEBSITE ACCESS

The ADA coordinator should work with appropriate city employees to develop online content that is readily accessible to persons with disabilities. City web content should be developed in conformance with the most current guidelines issued by the U.S. Department of Justice.

Website content should also be made available to persons with disabilities in an alternative format upon request, if reasonably practicable.

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204.9 DOCUMENTATION

Whenever any modification, assistive device, auxiliary aid, and service has been provided, the employee involved should document:

- (a) The type of modification, aid, or service provided.
- (b) Whether the individual elected to use an assistive device, auxiliary aid, and service provided by the City or some other identified source, if applicable.
- (c) Whether the individual's express preference for the modification, assistive device, auxiliary aid, and service was not honored, and the reason why an alternative method was used.

The documentation and any written communications exchanged should be maintained consistent with the Records Maintenance and Release Policy.

204.10 COMPLAINTS

An employee who receives a complaint or becomes aware of potential disability discrimination, an ADA violation, or a person's inability to access a city program, service, or activity should document the complaint and refer the matter to the ADA coordinator (28 CFR 35.107).

204.11 TRAINING

Employees who may have contact with persons with disabilities should receive periodic training on ADA compliance, to include:

- (a) Awareness and understanding of this policy and related guidelines, related forms, and available resources.
- (b) Guidelines for handling requests for modifications.
- (c) Accessing assistive devices, auxiliary aids, and services needed to communicate with persons with disabilities.
- (d) General requirements of the ADA, including modifying policies and practices, communicating with and assisting customers, accepting calls placed through alternative systems, and identifying alternate ways to provide access to programs, services, and activities as appropriate to the employee's job duties.

Training records should be maintained in each employee's personnel file in accordance with the established records retention schedule.

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Emergency Operation Plan

205.1 PURPOSE AND SCOPE

This policy addresses the preparation, maintenance, and activation of the city's emergency operation plan.

205.2 POLICY

The City will prepare for large-scale emergencies within and outside its jurisdiction through planning, mutual cooperation with other agencies, and maintenance of an emergency operation plan.

205.3 CITY RESPONSIBILITIES

The City Administrator should designate a person responsible for the city's emergency operation plan and the coordination with applicable local and state departments and entities for disaster planning, mitigation, response, and recovery efforts.

205.4 ACTIVATING THE EMERGENCY OPERATION PLAN

The emergency operation plan should include direction on how to activate the emergency operation plan and who can activate it in response to a major emergency.

205.4.1 RECALL OF PERSONNEL

In the event that the emergency operation plan is activated, all employees of the City are subject to immediate recall to service. Employees may also be subject to recall during extraordinary circumstances as deemed necessary.

Failure to promptly respond to an order to report to work may result in discipline.

205.5 LOCATION OF THE EMERGENCY OPERATION PLAN

Copies of the emergency operation plan should be available to appropriate personnel. All supervisors should familiarize themselves with the emergency operation plan and assist employees in familiarizing themselves with the roles they will play when the plan is implemented.

205.6 EMERGENCY OPERATION PLAN REVIEW

The City Administrator or the authorized designee should review the emergency operation plan at least once every two years and ensure that the plan conforms to any revisions made by the National Incident Management System (NIMS). The City Administrator or the authorized designee should appropriately address any needed revisions.

205.7 TRAINING

The City should provide training on the emergency operation plan for appropriate personnel. Training should incorporate a full or partial exercise or a tabletop or command discussion.

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Volunteers

206.1 PURPOSE AND SCOPE

This policy establishes the guidelines for volunteers to supplement and assist city personnel in their duties. Trained volunteers can augment city personnel and help complete various tasks.

206.1.1 DEFINITIONS

Definitions related to this policy include:

Volunteer - An individual who performs a service for the City without promise, expectation, or receipt of compensation for services rendered. This may include interns, persons providing administrative support, and individuals participating in school-sponsored, educational, or diversion programs, community clean-up efforts, among others. Volunteers may be youths or adults.

206.2 POLICY

It is the policy of the City that volunteers be appointed, trained, and supervised to carry out specified tasks and duties in an effort to create an efficient local government and improve services to the community.

206.3 ELIGIBILITY

Requirements for participation as a volunteer for the City may include but are not limited to:

- (a) Residency in the county.
- (b) The ability to meet any necessary age requirements.
- Possession of a valid driver's license, if the position requires vehicle operation. (c)
- (d) Possession of liability insurance for any personally owned equipment, vehicles, or animals utilized during volunteer work.
- No conviction of a felony, any crime of a sexual nature or against children, any crime related to assault or violence, any crime related to dishonesty, or any crime that would be inconsistent with volunteer service with the City.
- (f) The ability to meet physical requirements reasonably appropriate to the assignment.
- A personal background history and character suitable for a person representing the City, as validated by a background investigation, as appropriate.

The City Administrator may allow exceptions to these eligibility requirements based on organizational needs and the qualifications of the individual.

206.3.1 MINORS

Volunteers younger than age 14 must be accompanied by a parent or legal guardian during the performance of their volunteer assignments. Volunteers between the ages of 14 and 18 must have the written consent of a parent or guardian prior to volunteering.

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Volunteers

206.4 RECRUITMENT, SELECTION, AND APPOINTMENT

The City shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this city.

206.4.1 RECRUITMENT

Volunteers should be recruited on a continuous and ongoing basis consistent with city policy on equal opportunity, nondiscriminatory employment. A primary qualification for participation in the application process should be an interest in and an ability to assist the City in serving the public.

Requests for volunteers should be submitted in writing by interested city employees to the volunteer coordinator or designee through the requester's immediate supervisor. A complete description of the volunteer's duties and a requested time frame should be included in the request. All city employees should understand that the recruitment of volunteers is enhanced by creative and interesting assignments. The volunteer coordinator may withhold assignment of any volunteer with the approval of the City Administrator until such time as the requester is prepared to make effective use of volunteer resources.

206.4.2 SELECTION

Volunteer candidates shall successfully complete the following process prior to appointment as a volunteer:

- (a) Submit the appropriate written application.
- (b) Interview with the volunteer coordinator or designee.
- (c) Successfully complete an appropriate-level background investigation or screening.
- (d) A release form must be signed prior to starting their assignment.

206.4.3 APPOINTMENT

Service as a volunteer with the City shall begin with an official notice of acceptance or appointment by the City Administrator or the authorized designee. Notice may only be given by an authorized representative of the City, who will normally be the volunteer coordinator.

No volunteer should begin any assignment until officially accepted for the position and all required screening and paperwork has been completed. At the time of final acceptance, each volunteer should complete all required enrollment paperwork and will receive a copy of the position description and agreement of service with the City.

All volunteers shall receive a copy of applicable volunteer orientation materials and shall be required to sign a volunteer agreement. Volunteers should be placed only in assignments or programs that are consistent with their knowledge, skills, and abilities and the needs of the City.

Volunteers serve at the discretion of the City Administrator.

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Volunteers

206.5 IDENTIFICATION AND DRESS CODE

As representatives of the City, volunteers are responsible for presenting a professional image to the community. Volunteers shall dress appropriately for the conditions and performance of their assignment.

Necessary safety equipment will be provided for each volunteer, if appropriate for the volunteer position. Identification symbols worn by volunteers shall be different and distinct from those worn by city employees through the inclusion of "Volunteer" on the uniform. All volunteers working in or about areas with streets, parking lots, any area where vehicle traffic exists and/or areas where heavy equipment is utilized shall wear an orange or lime vest at all times.

Certain volunteers may be issued city identification cards to be carried at all times while in the performance of their assignment. The identification cards may be the standard city identification cards, except that "Volunteer" will be indicated on the cards.

206.6 PERSONNEL WORKING AS VOLUNTEERS

Qualified regular city personnel, when authorized, may also serve as volunteers provided the volunteer tasks are unrelated to the employee's normal duties, and are not for the employees own department. However, this city shall not utilize the services of volunteers in such a way that it would violate employment laws or employment agreements. Therefore, the volunteer coordinator should consult with the City Administrator or the authorized designee prior to allowing regular city personnel to serve in a volunteer capacity (29 CFR § 553.100 et seq.).

206.7 VOLUNTEER COORDINATOR

The volunteer coordinator should be appointed by the City Administrator or the authorized designee.

The function of the coordinator is to provide a central coordinating point for effective volunteer management within the City, and to direct and assist efforts to jointly provide more productive volunteer services. Volunteers serve under the general direction of the supervisor in charge of the volunteer's assignment but report to the volunteer coordinator or designee.

The volunteer coordinator may appoint a senior volunteer or other designee to assist in the coordination of volunteers and their activities.

The responsibilities of the coordinator or the authorized designee include but are not limited to:

- (a) Recruiting, selecting, and training qualified volunteers.
- (b) Conducting volunteer meetings and safety meetings as appropriate.
- (c) Establishing and maintaining a volunteer callout roster, as necessary.
- (d) Maintaining records for each volunteer.
- (e) Tracking and evaluating the contribution of volunteers.
- (f) Maintaining a record of volunteer schedules.

- (g) Completing and disseminating, as appropriate, all necessary paperwork and information.
- (h) Planning periodic recognition events.
- (i) Maintaining a liaison with other community programs that use volunteers and assisting in community-wide efforts to recognize and promote volunteering.
- (j) Maintaining volunteer orientation and training materials and outlining expectations, policies, and responsibilities for all volunteers.

An evaluation of the overall use of volunteers will be conducted on an annual basis by the coordinator.

206.8 RESPONSIBILITIES

Volunteers assist city personnel as needed. Volunteers may be assigned to one department to augment the support of paid personnel, but they may be reassigned as needed. Volunteers should be placed only in assignments or programs that are consistent with their knowledge, skills, and abilities and the needs of the City.

206.8.1 COMPLIANCE

Volunteers shall be required to adhere to all city policies and guidelines. A copy of the policies and guidelines will be made available to each volunteer upon appointment. The volunteer shall become thoroughly familiar with these policies.

Whenever a rule, regulation, or guideline in this Policy Manual refers to city employees, it shall also apply to a volunteer, unless by its nature it is inapplicable.

Volunteers are required to meet city-approved training requirements as applicable to their assignments.

206.8.2 VOLUNTEER MEETINGS

All volunteers are required to attend scheduled meetings. Any absences must be satisfactorily explained to the volunteer coordinator.

206.9 TASK-SPECIFIC TRAINING

Task-specific training is intended to provide the required instruction and practice for volunteers to properly and safely perform their assignments. Training should correspond to the volunteer's assignment as determined by the volunteer coordinator.

Volunteers will be provided with an orientation program to acquaint them with the policies of the City and guidelines applicable to their assignments.

Volunteers should receive position-specific training to ensure they have adequate knowledge and skills to complete the required tasks, and should receive ongoing training as deemed appropriate by their supervisors or the volunteer coordinator.

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Training should reinforce to volunteers that they shall not intentionally represent themselves as, or by omission imply that they are, full-time employees of the City. They shall always represent themselves as volunteers.

All volunteers shall comply with the standards of conduct and with all applicable orders and directives, either oral or written, issued by the City.

206.9.1 VOLUNTEER TRAINING MATERIALS

Volunteers will be issued training materials when necessary, based upon the volunteer assignment. The materials should outline the subject matter and skills necessary to properly function as a volunteer with the City. The volunteer shall become knowledgeable of the subject matter and proficient with the skills as set forth in the training materials.

206.10 SUPERVISION

Each volunteer must have a clearly identified supervisor who is responsible for direct management of that volunteer. This supervisor will be responsible for day-to-day management and guidance of the work of the volunteer and should be available to the volunteer for consultation and assistance.

Functional supervision of volunteers is the responsibility of the supervisor in charge of the volunteer's assignment. The following are some considerations that supervisors should keep in mind while supervising volunteers:

- Take the time to introduce volunteers to employees on all levels. (a)
- (b) Ensure volunteers have work space and necessary office supplies.
- (c) Make sure the work is challenging. Do not hesitate to give volunteers an assignment or task that will utilize these valuable resources.

A volunteer may be assigned as a supervisor of other volunteers, provided that the supervising volunteer is under the direct supervision of an employee.

206.10.1 FITNESS FOR DUTY

No volunteer shall report for work or be at work when the volunteer's judgment or physical condition has been impaired due to illness or injury, or by the use of alcohol or drugs, whether legal or illegal.

Volunteers shall report to their supervisors any change in status that may affect their ability to fulfill their assignments.

206.11 INFORMATION ACCESS

With appropriate security clearance, a volunteer may have access to or be in the vicinity of confidential or protected information, including but not limited to legal materials, financial data, or information portals. Unless otherwise directed by a supervisor, the responsibilities of the position, or policy, all such information shall be considered confidential. Only that information specifically identified and approved by authorized employees shall be released. Confidential information shall be given only to persons who have a need and a right to know as determined by city policy and supervisory personnel.

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A volunteer whose assignment requires the use of, or access to, confidential or protected information will be required to obtain the necessary security clearance, which may include a criminal background check and/or the submission of fingerprints to the appropriate state agency. Volunteers working this type of assignment will receive training in data practices and be required to sign a nondisclosure agreement before being given an assignment with the City. Subsequent unauthorized disclosure of any confidential information verbally, in writing, or by any other means by the volunteer is grounds for immediate dismissal and possible criminal prosecution.

Volunteers shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to newspapers or other periodicals, release or divulge any information concerning the activities of the City, or maintain that they represent the City in such matters without permission from the proper city personnel.

206.11.1 RADIO USAGE

Any volunteer who operates city radios while acting in the capacity of a volunteer should receive appropriate training on radio usage and shall abide by city radio policies. All radios shall be returned to the appropriate supervisor or designee at the end of a volunteer's shift.

206.12 EQUIPMENT

Any property or equipment issued by the City shall be for official and authorized use only. Any property or equipment issued to a volunteer shall remain the property of the City and shall be returned at the termination of service.

206.12.1 VEHICLE USE

Any volunteer who operates any vehicle while acting in the capacity of a volunteer shall receive training in safe driving. The specific training and course of study shall be determined by the volunteer coordinator and supervisor in charge of the volunteer's assignment.

Volunteers whose assignments require the use of a vehicle must first complete:

- (a) A driving safety briefing and, if necessary to the volunteer position, a city-approved driver safety course.
- (b) Verification that the volunteer possesses a valid driver's license.
- (c) Verification that the volunteer carries current vehicle insurance.
- (d) No city vehicle shall be used for personal use.

The volunteer coordinator or designee should ensure that all volunteers receive safety briefing updates and license and insurance verification at least once a year.

When operating city vehicles, volunteers shall obey all rules of the road, including seat belt requirements.

Volunteers should not operate marked law enforcement or other emergency operation vehicles unless there is a prominently placed sign indicating that the vehicle is out of service.

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Volunteers are not authorized to operate city vehicles while using the vehicle's emergency equipment (e.g., emergency lights, siren).

206.13 DISCIPLINARY GUIDELINES/TERMINATION

If a volunteer becomes the subject of a complaint or administrative investigation, the matter may be investigated in accordance with city guidelines applicable to regular employees.

Volunteers are considered at-will and may be removed from service at the discretion of the City Administrator or the authorized designee, with or without cause. Volunteers shall have no property interest in their continued appointments or due process interest in an administrative investigation.

Volunteers may resign from volunteer service with the City at any time. It is requested that volunteers who intend to resign provide advance notice and a reason for their decision.

206.13.1 EXIT INTERVIEWS

The volunteer coordinator or designee should conduct exit interviews, where possible. These interviews should ascertain why the volunteer is leaving the position and should solicit the volunteer's suggestions on improving the position. When appropriate, an exit interview should also include a discussion on the possibility of involvement in some other capacity with the City.

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Electronic Mail

207.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper use and application of the electronic mail (email) system provided by the City.

207.2 POLICY

Employees shall use email in a professional manner in accordance with this policy and current public records laws.

207.3 PRIVACY EXPECTATION

Employees forfeit any expectation of privacy with regard to emails accessed, transmitted, received, or reviewed on any city technology system (see the Information Technology Use Policy for additional guidance).

207.4 RESTRICTIONS ON USE OF EMAIL

Messages transmitted over the email system are restricted to official business activities, or shall only contain information that is essential for the accomplishment of business-related tasks or for communications that are directly related to the business, administration, or practices of the City.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing, or any other inappropriate messages on the email system is prohibited and may result in discipline.

Email messages addressed to the entire City are only to be used for official business-related items that are of particular interest to all users. In the event that an employee has questions about sending a particular email communication, the employee should seek prior approval from a supervisor.

It is a violation of this policy to transmit a message under another employee's name or email address or to use the password of another to log into the system unless directed to do so by a supervisor. Employees are required to log off the network or secure the workstation when the computer is unattended. This added security measure will minimize the potential misuse of an employee's email, name, or password. Any employee who believes the employee's password has become known to another person shall change the password immediately.

207.5 EMAIL RECORD MANAGEMENT

Email may, depending upon the individual content, be a public record and must be managed in accordance with the established records retention schedule and in compliance with state law.

The Information Technology Manager should ensure that email messages are retained and recoverable as outlined in the Records Maintenance and Release Policy.

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Electronic Mail

207.6 TRAINING

All employees assigned training for comprehensive security awareness shall submit and complete all training as assigned. IT will assign employees training regarding internet and email security.



Budget Policies

208.1 PURPOSE AND SCOPE

At its adoption of the annual budget, the City Council recognizes that the appropriations for the several operating activities and capital budgets included therein are based upon estimates of municipal needs for any given fiscal year. Therefore, in order to establish reasonable flexibility in the administration of the budget, the following policies will apply. These policies are intended to provide necessary authority for the City Administrator to administer the budget during the course of the fiscal year in light of varying conditions which may occur.

It should be noted that the Adopted Annual City Budget is the overall responsibility of the City Administrator. However, department heads are responsible and held accountable for their individual departmental budgets.

These policies are in addition and supplemental to any provisions contained in the Charter of the City of Oroville and the Oroville Municipal Code as such provisions may apply to the administration of the annual budget.

As outlined in Article VIII, Section 1 of the City Charter, if and when an emergency occurs such as a war, natural disaster, or major accident/civil disturbance, the Mayor shall assume general control of the City Government, and all its branches and be responsible for the suppression of disorders and the restoration of normal conditions.

In addition to the above, and for the purposes of City budget administration, "emergency" also includes a potential or actual threat to public health and safety or serious damage to public and/ or private property.

208.1.1 DEFINITIONS

Appropriations - Operating and Capital Budgets - As used herein, the term "appropriations" shall mean the amounts approved for expenditure by the City Council in its adoption of the annual budget, together with such subsequent "supplemental appropriations" and/or "budget modifications" as it may thereafter approve. In addition, "appropriations" for expenditure purposes which generate and/or are associated with off-setting revenues shall include the impact of said revenues. The City Administrator shall have the authority to take into consideration the amount of such off-setting revenues which are in excess of the "appropriations" and to authorize related expenditures to the limits of the additional off-setting revenues.

208.2 OPERATING BUDGET ACTIVITIES - PERSONAL SERVICES

(a) Staffing:

 Appropriations to these accounts assume full staffing for the full fiscal year. However, as a result of such factors as attrition, sick leave, training requirements, resignations or retirements, emergencies and other related situations, it may not be possible to fill the allocated positions as planned, or additional manpower may be required. Therefore, in administering the

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Budget Policies

budget, the City Administrator shall have the authority to provide each of the several municipal offices and departments with manpower, so long as his/her administrative decisions to vary from the precise budgetary job title allocations and appropriations do not exceed, except in the case of emergencies, the total appropriations for the operating activities assigned to each municipal department. In the event of emergency situations, the Administrator shall have the authority to meet emergency manpower needs, subject to reporting to the Council such actions as soon as practical thereafter and securing the approval of the Council for an appropriate "Supplemental Appropriation/Budget Modification" therefor.

(b) Advanced Step Hiring:

1. When it appears, by virtue of competitive factors in the job market for a particular job title, or a candidate's specific experience and qualifications, that it will not be possible to employ a qualified candidate for appointment at the beginning in, the pay range to which said job title is assigned, the City Administrator shall have authority to employ said candidates at an advanced pay level within said range, considering the candidate's qualifications, experience, and the needs of the City. The City Council will be provided with a report on City positions filled with applicable salary ranges and steps, on a monthly basis. In accordance with the City Charter, this policy does not apply to the hiring of Department Heads.

(c) Overtime:

 The accrual of overtime and any payments therefor shall be in accordance with the provisions of any approved Memorandum of Understanding or Administrative Policies and Procedures promulgated pursuant thereto.

(d) Temporary Appointments:

1. The applicable provisions of The City of Oroville "Personnel Rules and Regulations" also provide for making temporary appointments in the absence of appropriate employment lists of persons meeting the minimum training and experience qualifications for various positions. In administering the budget, the City Administrator shall have the authority to make such temporary appointments pursuant to these "rules", whether for promotional or non-promotional positions, and also to make said appointments to fulfill the requirements of the several departments when the employee regularly filling a position is unavailable for duty of extended periods by reason of illness or other justified absence. The City Administrator shall not be required to take further action with respect to said temporary appointments unless the budgetary impact of said appointments will result in a substantial financial impact upon the municipal fund involved beyond that which had normally been contemplated and projected in the budget. If there is a substantial financial impact, the City Administrator shall secure the approval of the Council for an appropriate "Supplemental Appropriation/Budget Modification".

208.3 OPERATING BUDGET ACTIVITIES, SUPPLIES, SERVICES, LEASES AND RENTS, OTHER SERVICES AND CHARGES. STREET MAINTENANCE MATERIALS. STREET MAINTENANCE CONTRACTS (ACCOUNT NOS. (540-541) - (595-599)

Appropriations for these accounts (operating budgetary accounts -not capital outlay accounts) are based upon the best estimates by the offices and departments and the City Administrator of the needs for the respective accounts for the fiscal year. However, such factors as differing operating requirements, price changes,, emergency situations and similar factors may require variation from the normally anticipated expenditure patterns reflected by the approved appropriations. Therefore, in administration of the budget, the City Administrator shall have authority to provide each of the several municipal offices and departments with their requirements for these items so long as his/her administrative decisions to vary from the precise budgetary appropriations do not exceed, except in the case of emergencies, the total appropriations for the operating activities assigned to each municipal department. Note: Department Heads may not authorize expenditures which exceed the total appropriations for these expenditure categories. However, they are allowed flexibility.

For example, if Account No. 550-554 (training) has reached its budgetary limit and a Department Head wishes to send an employee to another training session, arid sufficient appropriations are remaining in Account Nos. (540-541)-(595-599), then the Department Head may authorize this expenditure. In the event of emergency situations, the Administrator shall have the authority to meet emergency requirements for these items, subject to his reporting to the Council such actions as soon as practical thereafter and securing the approval of the council for an appropriate "Supplemental Appropriation".

208.4 CAPITAL BUDGET EXPENDITURE ACCOUNTS LAND, BUILDINGS, IMPROVEMENTS OTHER THAN BUILDINGS ACCOUNT NOS. (610-611) - (630-639)

Appropriations for these accounts are based upon the best estimates by the offices and departments and the City Administrator of the needs for the respective accounts for the fiscal year. However, such factors as differing operating requirements, price changes, emergency situations changed priorities and similar factors may require variation from the normally anticipated expenditure patterns reflected by the approved appropriations. Therefore, in administering the budget, the City Administrator shall have the authority to provide each of the several municipal offices and departments with their requirements for these capital budget items so long as his/her administrative decisions to vary from the precise budgetary appropriations to not exceed, except in the case of emergencies, the total appropriations for the capital items assigned to each municipal department. Note: Department Heads may not authorize expenditures in these categories which exceed individual "line item" budgetary appropriations. Also. all change-orders which exceed 5% (in aggregate) of the approved bid price, for all construction contracts. will require City Council approval. A "change-order" shall not include a change in the scope of work which is considered to be a separate project.

Budget Policies

208.5 CAPITAL BUDGET ACTIVITIES - EQUIPMENT AND MACHINERY (ACCOUNT NOS. 641-643)

- (a) Appropriations for these accounts are based upon the best estimates by the offices and departments and the City Administrator of the needs for the respective accounts for the fiscal year. However, such factors as differing operating requirements, price changes, emergency situations and similar factors may require variation from the normally anticipated expenditure patterns reflected by the approved appropriations. Therefore, in his/her administration of the budget, the City Administrator shall have the authority to provide each of the several municipal offices and departments with their requirements for these items so long as his/her administrative decisions to vary from the precise budgetary appropriations do not exceed, except in the case of emergencies, the total appropriations for the operating activities assigned to each municipal office and department. Note: Department Heads may not authorize the Administrator shall have the authority to meet emergency requirements for these items, subject to his/her reporting to the Council such actions as soon as practical thereafter and securing the approval of the Council for an appropriate "Supplemental Appropriation" therefor.
- (b) Supplemental Appropriation/Budget Modification Requirements
 - 1. Whenever the City Administrator determines that a proposed budgetary adjustment does not fall within the above policies, or that it would add new or substitute substantially different projects, equipment or programs for those approved for Operating Budget Activity Accounts or for Capital Budget Expenditure Accounts, he/she shall submit to the Council, in advance of approving the adjustment, a "Request for Supplemental Appropriation" or a "Budget Modification" regarding said adjustment. In the event of an emergency situation however, he/she shall have the authority to authorize the necessary actions, subject to his/her reporting such actions to the Council as soon as practical thereafter and securing the approval of the Council therefor.
- (c) Participation in Federal and/or State Funding Assistance Programs
 - From time to time the City becomes eligible, pursuant to appropriate statutes and/or regulations of the Federal and/or State Government to apply for funding assistance for various activities, programs or projects (such as traffic safety programs, capital funding assistance for public facilities, park facilities, airport facilities and the like).
 - 2. In the event the assistance is received, one of the following courses of action, as applicable shall be taken:
 - (a) If the assistance for the contemplated activity, program or project fully funds it and no City matching funds are required, no further budgetary action thereon shall be required and the Finance officer is hereby authorized to establish such municipal finds and accounts as are appropriate.
 - (b) If the assistance and previously appropriated City matching funds fully fund the contemplated activity, program, or project, no further budgetary action shall be required.

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- (c) If the assistance and previously appropriated City matching funds are insufficient, or no matching funds have previously been appropriated, they shall be appropriated by Supplemental Appropriation of the Council either in connection with any required Council action regarding acceptance of the assistance, or at such later time as their amount can be reasonably determined.
- (d) Should such funding assistance involve the employment of persons in the City service, it is recognized that such employment and the retention of such employees is wholly contingent upon the continued allocation of such assistance to the City and that the City has no obligation for continuing the employment of such persons in the event the funding assistance is terminated or otherwise withdrawn. Accordingly, the City Administrator is granted full authority to terminate any and all such persons so employed under these. circumstances, unless, with the approval of the City Council, City funding is appropriated to continue their employment.

(d) Donations, Legacies or Bequests

- 1. After first securing the approval of the City Council, the City Administrator may accept donations, legacies or bequests for the acquisition, improvement or preservation of various City facilities or activities, subject to the terms and conditions imposed by the donor. He/she shall transmit any monies so received to the Finance Officer for deposit in the City treasury to the credit of the appropriate municipal fund. In the case of the real property or personal property donated or bequeathed, the City Administrator shall direct the Finance Officer to record it in the appropriate inventory records of the City. The City Administrator shall have the authority to expend any monies so received in the name of the City and fulfilling the donor's intent, and shall cause an appropriate budgetary account to be charged for all such expenditures, so long as no expenditure of City monies is required. If an expenditure of City monies is required, he/she shall first secure from the City Council approval for an appropriate "Supplemental Appropriation".
- Note: As per the City Charter, the Parks Commission has a role in the acceptance and disbursement of donations, legacies and bequests which are given specifically for the Parks.

(e) Conference Attendance and Training

 Members of the "Management Team" and City employees are authorized (City Council approval is not required) to attend such professional conferences and training sessions as may be deemed pertinent and appropriate, within the limits of the funds appropriated annually therefor. Conferences attended by members of the City Council which result in expenditures in excess of \$150 will require specific City Council approval.

(f) Business Expense Policy

1. From time to time, during the course of their official duties, City officers and employees incur expenses for transportation, lodging, meals and related items

for other than conference or local civic function purposes. Such instances include, but are not limited to: meeting with business guests at meals; paying the transportation, meal, lodging and/or related expenses of candidates for employment (not a standard practice);- paying the transportation, lodging meal and/or related expenses of individuals requested by the City to participate in personnel interview/assessment panels; and the like. All such expenses require department head and/or City Administrator approval and shall be charged to the appropriate budgetary account of the particular officer/employee's Operating Activity Budget.

- (g) Contingency Appropriation General Fund Operating Reserve
 - Contingency appropriation (limited to 5% of the total General Fund Budget) is provided for the general fund in the annual budget when funds are available. This appropriation, upon July 1 of the fiscal year, is established for the following purposes, and all monies contained in it are hereby appropriated therefore:
 - 2. Operating or capital budget contingency requirements not anticipated at the time of budget adoption;
 - Operating or capital budget emergency requirements not anticipated at the time of budget adoption;
 - 4. To support the requirements of other municipal funds, to the extent required to supplement the resources of these funds.
 - 5. Working capital to provide for seasonal revenue and expenditure variations, and monies to accommodate receipt of revenues in amounts less than anticipated at time of budget adoption, so that general fund expenditures will not exceed fund resources during the course of the fiscal year;
 - Funding for supplemental appropriations approved during the course of the fiscal year in connection with said contingency with said contingency or emergency requirements.
- (h) Fund Transfers Inter-Municipal Fund Transfers
 - The Finance Officer, at the direction of the City Administrator and without requiring the approval of the City Council, is authorized to execute inter-fund transfers, as outlined in the annual budget, during the course of the fiscal year. In no event shall such transfers exceed applicable appropriations. Examples of such transfers include:
 - (a) Transfer of monies from the Traffic Control Fund to the General Fund to offset actual expenditures in the General Fund.
 - (b) Transfer of monies from Gas Tax Funds to the General Fund for appropriate street related projects.



Budget Policy and Purchasing Guidelines

209.1 PURPOSE AND SCOPE

The Annual Adopted Budget is based upon the estimated needs of the City's various funds and departments and the needs of the Successor Agency and the Public Financing Authority applying to all funds that that are received and disbursed by the City and in addition and supplemental to any provisions contained in State Law, the City Charter of the City of Oroville and the Municipal Code, and other applicable Council actions.

In the event that any portion of this policy at any time becomes in conflict with either Federal or State Law, or the Charter or the Code, this policy will not apply in that instance.

209.1.1 DEFINITIONS

Appropriation - the amounts approved for the expenditure or the use of funds by the City Council (or the governing body of an agency for which the Council provides policy direction such as the Oroville Successor Agency or Oroville Public Financing Authority), together with such subsequent supplemental appropriations and/or budget adjustments which are subsequently approved.

Supplemental Appropriation - an increase to the amounts previously approved for expenditure in the Adopted Budget which may have an impact on the fund balance because it is funded by either the spendable portion of the fund balance or by a combination of additional revenues not anticipated in the Adopted Budget and the spendable portion of fund balance.

Budget Adjustment - an increase to one or more line-item appropriations, which has no impact on fund balance, because it is either funded by a corresponding decrease in one or more line items within the same fund or unanticipated revenues to that fund which were not included in the Adopted Budget, with the result that the ending fund balance is not impacted.

Line Item - a single appropriation amount to a specific account; usually this item detail is aggregated as a series appropriation (Salaries and Benefits or Operating Expenses) for purposes of budget control at the Council level. The purpose of further line-item detail in the financial system is primarily to assist Departments in controlling their expenditures at an operational level.

Department - shall refer to the following for the General Fund, with sub-divisions listed below each:

- City Council
- Mayor
- Treasurer
- Administration:
 - City Administrator
 - Economic Enhancement
 - Economic and Community Enhancement

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- City Hall
- City Clerk
- Human Resources
- Information Technology
- Risk Management
- City Attorney
- Finance
 - Finance
 - Non-Departmental
 - Accrued Leaves
- Public Safety
 - Police
- Community Development
 - Planning and Development Administration
 - Building Code Enforcement
- Public Works Administration
 - Streets
 - Parks and Trees Administration
 - Parks and Trees Operations

Special Funds - All special funds will be equivalent to "Department" for purposes of this Policy, Except for all Housing Funds which will be considered one Department.

209.2 POLICY

Administration of the Annual Adopted Budget and the related policies is the overall responsibility of the City Administrator who is assisted by the Finance Director. The Finance Director is responsible for providing technical assistance to the Department Heads in administering budgets assigned to them and compliance with related policies; however, Department Heads are held accountable for the budgets under their control.

The City Administrator shall have the same duties and responsibilities for the Successor Agency and the Oroville Public Financing Authority as for the City. The Finance Director shall have the same duties and responsibilities for the Successor Agency and Oroville Public Financing Authority, as for the City.

Department Heads and other management staff who administer budgets for the Successor Agency and the Oroville Public Financing Authority shall have the same duties and responsibilities as they have for the City of Oroville.

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Budget Policy and Purchasing Guidelines

The City Council ultimately must approve total appropriations. Staff is entrusted with the administrative authority to efficiently provide service within these total appropriations. It is the staff's responsibility to keep the Council informed of significant issues and the financial consequences of both internal and external events. The goal of this budget policy is to strike a balance between the responsibility of the City Council, Successor Agency and the Oroville Public Financing Authority to provide expenditure authority, oversight, and policy direction while granting staff reasonable flexibility to administer the Budget, so that the work of the City and its related agencies can be carried out efficiently.

As outlined in Article VIII, Section 1 of the City Charter, if and when an emergency occurs, such as a war, natural disaster, or major accident/civil disturbance, the Mayor shall assume general control of the City Government, and all its branches and be responsible for the suppression of disorder and the restoration of normal condition.

In addition to the above, and for the purposes of City and its related agencies, budget administration emergencies also include a potential or actual threat to public safety or serious damage to public and/or private property.

Budgetary actions taken pursuant to an emergency are required to be documented. Department Heads who make emergency expenditures must prepare a signed statement documenting the emergency expenditure. Documentation must be attached to the request for payment or invoice, which is submitted to the Finance Department for processing. Where the cost exceeds \$10,000, a copy of the documentation must be sent to the City Clerk/Secretary of the Successor Agency/ Oroville Public Financing Authority and the Council/Commissioners, along with the monthly report.

209.3 CATEGORIES OF EXPENDITURES/USES OF FUNDS

- Transfers Between Departments Within a Fund
 - Transfers between various departments and line items within a fund are subject to the same rules applicable to transfers between the Personnel, Operational Expenses, Capital, and Non-Operating expenditures within the same department and are allowed as long as approved by the Finance Director and City Administrator/Executive Director and the result is no increase in General Fund cost to that department.
- Expenditure Series Accounts
 - Salaries and Benefits 5000 series accounts: are the accounts which are used for the payment of salaries and benefits. Included in this category are various types of salary accounts such as management, clerical, outdoor labor, safety, temporary salaries and various categories of other compensation such as, overtime, compensation time, vacation pay, uniform allowances, Police reserve pay and volunteer firefighter allowances.
 - Services and Supplies 6000 and 7000 series accounts: are the accounts which are used for the payment of non-payroll related operating expenditures such as office and specialized departmental supplies, repair and maintenance, contract

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services, printing, travel, training, grant activities, community promotional, marketing and industrial recruitment activities, etc.

Non-Operating Expenditures

- Fixed Assets 8000 8899 series accounts: are the accounts which are used for all capital expenditures, which have a normal life greater than one year, including land, buildings, equipment and infrastructure. Fixed assets exceed \$2,000 in initial cost.
- Other Charges 8900 series accounts: are the accounts which are used for certain non-operating expenses, primarily those related to debt service such as principal and interest payments.

Uses of Funds

Transfers-Out - 9000 series accounts: are the accounts which are used for making transfers-out of one fund, or department into another fund or department. Transfers-out are made to reimburse a fund for expenditures made on behalf of the other fund or where a separate fund is required for legal or accounting purposes. City Budget Policy is to minimize general fund costs by obtaining full reimbursement from all special operating funds, up to the maximum supported by actual costs, both direct and indirect. Such charges do not impact overall city expenditures, therefore appropriations to facilitate the transfer of these costs within or from the General Fund may be revised as needed by the Director of Finance with the approval of the City Administrator.

209.4 GRANT CARRY-OVERS, C.I.P PROTECTS WORK IN PROCESS

Grants are often accounted for on a multi-year basis. Whenever it is necessary to account for grants on a multi-year basis, an appropriation will be established for the total anticipated expenditures for the entire grant period. The balance of the appropriations will then be carried over from one year to the next, subject to Council/Commissioners approval.

Work in Process on Capital Projects - at the end of the fiscal year the remaining balance of appropriations of capital projects which are in process shall be carried over to the next fiscal year, subject to Council/Commissioners approval. Changes to the Adopted Budget: Additional Revenues:

The Finance Director and a Department Head acting under the direction of the City Administrator/ Executive Director, shall have the authority to take into consideration off-setting revenues which are in excess of budgeted revenues and to authorize a budget adjustment to appropriate for the related expenditures covered by these off-setting revenues of up to \$10,000. In the case of Public Safety providing mutual aid, the adjustment may equal the amount or revenue to be reimbursed.

Whenever the Council Commissioners approve an action which necessitates a budget adjustment it is understood that the Council/Commissioners also approve the corresponding budget adjustment. For example: The Council/Commissioners approve the purchase of \$5,500 worth of computer equipment. In the Fiscal Impact section of the staff report sent to Council/Commissioners the report details the purchase is being funded by salary savings and that a transfer will have to be

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made from Salaries and Benefits line items to increase appropriations in the computer equipment account in order to make the purchase. The Finance Director and the Department Head acting under the direction of the City Administrator/Executive Director are authorized to make a budget adjustment based upon the Council/Commissioners actions in approving the purchase.

Appropriation Transfers within a Department between Series 5000 Accounts (Salary and Benefits) 6-7000 Series Accounts (Operating Expenses), 8000 Series Accounts (Capital Projects). The Director of Finance with the approval of the City Administrator, may transfer appropriations between these accounts in a department up to \$10,000, as long as total departmental expenditures are not increased. Funds may not be transferred out of the 5000 Salaries and Benefit Series accounts if the remainder is inadequate to fund existing positions for the rest of the year.

Whenever the cost Salaries and Benefits series accounts exceeds the amount budgeted the Finance Director and a Department Head, acting under the direction of the City Administrator/ Executive Director, are authorized to make a budget adjustment of up to \$10,000 by reducing the Services and Supplies, Operating, or Capital series accounts of the affected budget. Such transfers must have a neutral or positive impact on fund balance.

In all other instances whenever a budget has been exceeded because of obligations which have already been incurred, or are expected to be exceeded, Council/Commissioners approval will be required in order to increase the appropriations.

209.5 TRANSFERS-OUT - 9000 SERIES ACCOUNTS

The Finance Director acting under the direction of the City Administrator is authorized to make those transfers-out to the actual amounts If 9000 series appropriations are exceeded, as soon as practical thereafter, and at least once prior to the yearend closing, the Finance Director shall initiate action to increase the appropriations.

In all other instances, Council/Commissioners approval will be required in order to increase the appropriations. Anytime appropriations are revised by staff pursuant to this policy, this shall be reported to Council in the subsequent Finance Staff report.

209.6 BUSINESS EXPENSES, CONFERENCES, MEETING, TRAINING AND TRAVEL

City Employees, City Treasurer, City Attorney, Members of Boards and Commissions

Department Heads, acting under the direction of the City Administrator/Executive Director, are authorized to make expenditures for business and travel expenses related to City/Agency/Authority business and attendance at such professional conferences/training sessions/meetings with Council approval, up to the amount appropriated in their departmental budget for such expenses. The Supervisor must authorize the subordinate's attendance and must approve the expenditure. In the case of non-employees, the Department Head responsible for the budget which is being charged will approve the expenditure. All expenditures must be in accordance with all

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Budget Policy and Purchasing Guidelines

policies including the City's Travel and Reimbursement Policy which shall apply to the City and any related agencies which fall under its administrative jurisdiction.

Mayor and Council Members/Oroville Successor Agency/Public Financing Authority Commissioners

During each fiscal year, every Council Member, Commissioner is, with notice to Council, allowed to attend: 1) the annual League of Cities Conference; 2) one other conference /meeting / training session which does not cost more than \$500; and 3) small conferences/meetings/training sessions costing less than \$150. The Council/Commission must approve all other travel/conference/meeting or training expenditures. Payments to Council/Commissioners are made in accordance with the City's Travel and Reimbursement Policy and may not exceed final appropriations.

209.7 GRANT EXPENDITURES

From time to time the City or its related agencies become eligible for Federal or State grants. Should the funding source require a grant application, the application will be submitted to the application to the City Administrator and Finance Director prior to submitting a final application. The City Administrator may waive pre-approval when notice of the grant did not provide sufficient lead time prior to the grant deadline. Whenever the City applies for a grant, every effort should be made to include all city costs, including direct or indirect costs. If not included in the application, or not approved as part of the grant by the funders, these shall be reported to Council as a city cost, and adequate budget revisions will be recommended as needed.

When a grant is received, one of the following courses of action shall be taken:

- (a) If the Council/Commissioners have previously approved the grant and no matching funds are required, the Finance Director and the Department Head, acting under the direction of the City Administrator/Executive Director are authorized to make the required budget adjustment.
- (b) If the Council/Commissioners have previously approved the grant and the grant requires matching funds which have already been appropriated, the Finance Director and a Department Head, acting under the direction of the City Administrator/Executive Director, are authorized to make the required budget adjustment.
- (c) If the grant requires matching funds, and an appropriation has not been made, a supplemental appropriation or a budget adjustment must be approved by the Council/Commissioners unless the staff report and Resolution detailing the funding requirements for the match for the grant have been previously approved by the Council/Commissioners, along with the grant application. In the event previous approval for the funding of the match was obtained, the Finance Director and a Department Head, acting under the direction of the City Administrator/Executive Director are authorized to make the required budget adjustment.

In all other instances, Council/Commissioners approval will be required in order to increase the appropriations.

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Budget Policy and Purchasing Guidelines

209.8 EXPENDITURES UNDER \$25,000

Council/Commissioners approval is not required prior to making a regular expenditure less than \$25,000 if the item is within the budget authorization of the City Administrator/Executive Director or his/her designee and prior Council/Commissioners approval is not required by State Law or City Codes or policies.

Before making expenditures for supplies, equipment, and services, which exceed \$5,000 a purchase order must be authorized by both the department and the Finance Director. If the purchase is between \$5,000 and \$25,000 it is subject to the informal bidding requirements contained in the City Code and in Ordinance 1595. All purchase orders over \$25,000 and not previously approved by Council shall be reported to the council, in the next Council Packet, subject to packet publication deadline requirements.

The limit applies only to a single invoice or the purchase of a single item. Multiple purchases from the same vendor which are under the limit individually do not require prior Council/Commissioners approval as long as the purchases are not being intentionally made in smaller amounts in order to avoid obtaining Council/Commissioners approval.

209.9 AUTHORIZATION TO GO OUT TO BID WHERE A SEALED COMPETITIVE BID IS REQUIRED

If the budget provides for the expenditure, Council/Commissioners authorization is not required prior to going out to bid, unless otherwise required by State Law or City Codes or policies.

Public (Capital) Projects as defined by the Public Contract Code of the State of California (Section 22000-22045)

- (a) Exception to section 22032 of the Public Contract Code of the State of California is as follows:
- (b) Public projects of forty-five thousand dollars (\$45,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
- (c) Public projects of Twenty-five Thousand (\$25,000) or less may be let to contract by informal guidelines as set forth in the article. Council will be apprised of the results on a Council agenda within 15 days but in no case later than 30 days.
- (d) Public projects over Twenty-five Thousand (\$25,000) will follow the competitive bid guidelines outlined in Section 2-63.101 thru 2-63.701 of the Oroville City Code as reenacted in Ordinance 1595.
- (e) Items budgeted and appropriated by the Council during the annual budget approval process shall be deemed approved and funds appropriated. Staff is not required to return for authorization for purchase of items but must follow the appropriate procurement process.

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Budget Policy and Purchasing Guidelines

209.10 EXPENDITURES GREATER THAN \$25,000

Council/Commissioners approval is not required prior to making an expenditure greater than \$25,000 if there are sufficient appropriations in the current Adopted Budget (as revised pursuant to this policy) of the department to cover the expenditure and:

- (a) The expenditure represents a progress payment, which does not exceed the 10% Contingency approved as part of a contract or agreement previously approved or awarded by the Council commissioners.
- (b) The expenditure represents a partial payout of an economic development loan previously approved by the Council/Commissioners; or is a loan or purchase approved by the Housing Loan Advisory Committee; or a loan or purchase approved by the Economic Development Loan Advisory Committee which does not exceed \$250,000.
- (c) The expenditure is for an insurance policy. If the increase is over 10% quotes must be obtained from at least 3 sources.
- (d) Other Exceptions: Payroll and the related benefit expenses (except as noted elsewhere in this policy), utility costs, postage, insurance premiums, concrete, road maintenance supplies and materials, fuel, communication expenses, debt service expenditures, contracted services (except where Council/Commissioners approval is required) payments to other governmental agencies, CDBG activities which are covered under grant guidelines previously adopted by the Council/Commissioners, other grant activities, State Theater performance expenses and trust and agency fund disbursements, or any other expenditure which in the judgment of the City Administrator/Executive Director is routine.
- (e) Special Rules: The Director of Finance department may issue purchasing requirements addressing particular types of purchases to improve efficiency and cost savings, as long as these do not conflict with this budget policy.

209.11 STAFFING AND PAYROLL RELATED EXPENDITURES

Appropriations to the Salaries and Benefits - 5000 series accounts in the Adopted Budget assume full staffing for the full fiscal year. However, as a result of such factors as attrition, sick leave, training requirements, resignations, retirements, emergencies and other related situations, it may not be possible to fill all of the allocated positions as planned, additional staffing may be needed, or positions may need to be filled at a different skill level than provided in the Adopted Budget.

A Department Head working in conjunction with the Personnel Officer, and acting under the direction of the City Administrator/Executive Director, may make a temporary promotional appointment or hire a temporary employee at any level on the salary range, or contract for a temporary employee (normally this will be done through a temporary employment agency) in order to: 1) temporarily fill any authorized position which has been vacated due to the resignation, retirement, termination, sickness or other temporary absence of the incumbent; or, 2) fill a position in the event of an emergency. If the expense related to temporary help will cause any line items in the Adopted Budget to be exceeded, a budget adjustment or supplemental appropriation must precede the action, except in cases of emergency.

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Budget Policy and Purchasing Guidelines

Council/Commissioners approval is required for all other reclassifications, salary adjustments, equity adjustments, costs of living raises or any other changes to the Salary and Pay Schedule listing in the Adopted Budget (except for temporary positions which are not listed).

Council/Commissioners approval is also required for all other changes, such as new nonemergency temporary positions, changes in titles, reclassifications, or any other changes to the Summary of Personnel listing in the Adopted Budget.

The City Administrator/Executive Director and the Personnel Officer, may hire an employee at an advanced step in the salary range up to step G if justification is provided to the Council/Commissioners at the time of the hiring decision and:

Competitive factors in the job market for a particular job title, or a candidate's specific experience and qualifications are such that it will not be possible to employ the most qualified candidate at the beginning step on the salary range.

The accrual of overtime and any payments of overtime shall be in accordance with the provisions of any approved M.O.U., employee contract or resolution and/or the Personnel Rules and Regulations and Personnel Policies.

On a bi-annual basis, the Personnel Officer will prepare a report to the Council/Commissioners on all positions filled, except for Department Heads. The report will contain the applicable steps and ranges for each position and indicate whether the employee is temporary or permanent.

209.12 DONATIONS

Donations may be accepted by the Finance Director and a Department Head, acting under the direction of the City Administrator. As soon as possible, after accepting the donation it will be placed on the consent calendar so that the donation can be acknowledged by the Council Commissioners. If a particular donation either will result in other than insignificant cost to the city or is conditioned such that it will result in an unfunded burden on staff resources, staff will recommend to the Council that the donation not be accepted. The guideline necessary to make a Budget Adjustment in order to increase appropriations for a cash donation is detailed elsewhere in this policy.



Bidding on City Contracts, Materials, Etc.

210.1 PURPOSE AND SCOPE

To establish a policy and guideline for the award of bids for the purchase of materials, supplies and contract work.

210.2 POLICY

Contracts for furnishing materials, supplies or contract work to the City shall be let to the lowest responsible bidder following advertising for bids as required by the Charter.

The City Council may reject any and all bids presented, and may re-advertise, in its discretion.

The City shall not refuse to grant a contract to lowest responsible bidder solely on the grounds that his place of business is not located within the City.

Contracts shall be awarded without favoritism and no preference shall be granted to bidders solely on the ground that their places of business are located within the City, however, a credit may be granted to a local bidder in an amount equal to any sales or use tax to which the City might be entitled by virtue of the contract.

City of Oroville Government Policy Manual

Accounts Payable

211.1 PURPOSE AND SCOPE

This statement establishes a policy and guidelines for paying vendors and others who may have a claim against the City. It will also describe how the Council is to be notified of such payments.

211.2 POLICY

The Finance Director is charged with designing and administering systems of financial and accounting controls which effectively and efficiently protect the assets of the City. The Finance Director shall have the authority to review and approve all claims for payment of City funds made by Department Heads, vendors or other claimants. It shall be the responsibility of the Finance Director to report monthly all monies thus paid. Sufficient safeguards shall be maintained to protect the assets of the City.

The objective of this policy is to allow sufficient flexibility in the timing of payments to take best advantage of purchase discounts, cash float and cash management principles while maintaining superior controls over the City's assets.

211.3 GUIDELINE

- (a) The Finance Department will process accounts payable on a weekly basis. Typically, checks will be printed and issued each Friday. All payment requests should be submitted to the Finance Department for approval and processing by 5 p.m. the preceding Monday.
- (b) At the first City Council meeting of each month, the Finance Director will report to the Council, through the Consent Calendar, all payments made to vendors since the previous monthly reporting.
- (c) The report shall include the name of the payee, date of payment, amount paid and a brief description of the purpose of the payment.
- (d) To maintain safeguards over City funds:
 - 1. All payment requests shall be reviewed by the Finance Director or his/her designee for budget authority and appropriateness.
 - 2. All payment authorizations shall be made by Department Heads or their designated representatives. It is the Council's stated policy that Department Heads are responsible for expenditures incurred by their departments.
 - 3. All payments made by City check shall be signed by the City Treasurer, or by his/her facsimile signature, upon his/her authorization.

City of Oroville Government Policy Manual

Chapter 3 - Facilities



Key and Electronic Access Device Controls

300.1 PURPOSE AND SCOPE

The control and accountability of keys is important to maintain a safe and secure environment for employees and members of the public.

300.1.1 DEFINITIONS

Definitions related to this policy include:

Key - All electronic or mechanical devices used to access or exit city buildings and facilities. It includes proximity cards, key fobs, and other electronic access devices.

300.2 POLICY

It is the policy of the City that all keys used to access local government buildings and facilities are inventoried and controlled.

300.3 KEY IDENTIFICATION

All keys that open any doors or locks to city buildings or facilities should be marked with unique identification codes that will allow for quick inventory. Keys that are bundled together as a set should be numbered or coded with a tag to identify that set and the number of keys on the ring. The identifying numbers or codes on keys should not correspond to numbers/codes on locks.

A separate secure document identifying all keys will be maintained by the City Administrator or the authorized designee.

300.4 KEY CONTROL

Keys may be issued to employees or accessed and checked out by authorized employees from secure designated areas. Keys issued to or accessed and checked out by employees shall be limited to only those keys necessary for the employee's position.

Employees shall not loan electronic key card, key or key set to another person. All keys must be issued or checked out through the control process. Employees shall not possess any key for which they have not been authorized.

All keys issued or checked out to employees remain the property of the City. Employees shall not duplicate, mark, alter, or manufacture any key without written authorization from the City Administrator or the authorized designee.

When the employee's use of the key(s) comes to completion, the key(s) shall be returned to the appropriate supervisor or designee. The supervisor needs to then return the physical key(s) to the Human Resources Manager or designee, and the electronic key(s) to the Information Technology Manager or designee.

The City Administrator or the authorized designee should regularly inventory all city keys.

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Key and Electronic Access Device Controls

300.5 LOCK POLICY

All city buildings and facilities should be kept locked during non-operating hours. Employees shall not leave public entrances to city buildings and facilities unlocked or propped open during non-operating hours. Employees should never leave non-public entrances to city buildings and facilities unlocked or propped open.

300.6 TESTING

The City Administrator or the authorized designee should periodically test locks to doors and gates for proper function and document the testing.

300.7 EMERGENCY KEY SET

At least one key set containing every key for city buildings and facilities should be kept separate from all of the other key sets in a secure location and made accessible only to the City Administrator or the authorized designee in the event of an emergency.

300.8 MISSING KEYS

Any employee who discovers that a key or key set is missing shall report it to a supervisor as soon as reasonably practicable. If a reasonable effort to locate the key fails, the supervisor shall notify the City Administrator or the authorized designee regarding the loss of the key, when it was discovered, and the circumstances involved.

The City Administrator or the authorized designee will determine whether to re-key any locks that may have been compromised, and whether this should be done immediately.

300.9 DAMAGED KEYS OR LOCKS

Malfunctioning or damaged keys or locks shall be promptly reported to a supervisor. No part of a broken key should be left in the lock. All portions of the damaged key must be turned in to a supervisor, who will provide a replacement key as needed. Damaged locks should be replaced or repaired as soon as practicable. Appropriate security measures should be taken until such time as the lock is properly restored.

300.10 KEY CONTROL RECORDS

The City Administrator or the authorized designee will maintain documentation for the accounting and security of all keys and key sets. Key control measures should be documented by the designated employee and the records retained in accordance with established records retention schedule.



Public Safety Video Surveillance System

301.1 PURPOSE AND SCOPE

This policy provides guidance for the placement and monitoring of city public safety video surveillance, as well as the storage and release of the captured images.

301.2 POLICY

The City operates a public safety video surveillance system to enhance public safety and security in public areas. Cameras may be placed in strategic locations to help safeguard against potential threats to the public, to help manage emergency response situations during natural and manmade disasters, and to assist city officials in providing services to the community.

Video surveillance in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

301.3 OPERATIONAL GUIDELINES

Only city-approved video surveillance equipment shall be utilized. Employees authorized to monitor video surveillance equipment should only monitor public areas and public activities where no reasonable expectation of privacy exists. The City Administrator or the authorized designee shall approve all proposed locations for the use of video surveillance technology and should consult with and be guided by legal counsel as necessary in making such determinations.

301.3.1 PLACEMENT AND MONITORING

Camera placement will be guided by the underlying purpose or strategy associated with the overall video surveillance plan. As appropriate, the City Administrator or the authorized designee should confer with any appropriate city department when evaluating camera placement. Environmental factors, including lighting, location of buildings, and presence of vegetation or other obstructions, should also be evaluated when determining placement.

Cameras should only record video images and sound, such as gunshots, glass-breaking, and sawing, but not conversations. The public safety video surveillance system may be useful for the following purposes:

- (a) To prevent, deter, and identify criminal activity.
- (b) To respond to critical incidents.
- (c) To augment resources in a cost-effective manner.
- (d) To monitor pedestrian and vehicle traffic activity.

Images from each camera should be recorded in a manner consistent with the underlying purpose of the particular camera. When activity warranting further investigation is reported or detected at any camera location, the available information should be preserved and the appropriate department should be notified in a timely manner.

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Public Safety Video Surveillance System

The City Administrator or the authorized designee may authorize video feeds from the public safety video surveillance system to be forwarded to a specified location for monitoring by law enforcement, government agencies, road or traffic crews, or fire or emergency operations personnel.

Unauthorized recording, viewing, reproduction, dissemination, or retention of anything documented by public safety surveillance equipment is prohibited.

301.3.2 CAMERA MARKINGS

When necessary, all public areas monitored by public safety surveillance equipment should be marked in a conspicuous manner with appropriate signs to inform the public that the area is under surveillance by the City. Signs should be well lit, placed appropriately, and without obstruction to ensure visibility.

301.3.3 INTEGRATION WITH OTHER TECHNOLOGY

The City may elect to integrate its public safety video surveillance system with other technology to enhance available information. Integration with video-based analytical systems may be considered based upon availability and the nature of the surveillance strategy.

The City should evaluate the availability and propriety of networking or otherwise collaborating with appropriate private sector entities and should evaluate whether the use of certain camera systems requires additional safeguards.

301.4 VIDEO SUPERVISION

Supervisors should monitor video surveillance access and usage to ensure employees follow city policy and applicable laws. Supervisors should ensure such use and access is appropriately documented.

301.4.1 VIDEO LOG

A log should be maintained at all locations where video surveillance monitors are located. The log should be used to document all persons not assigned to the monitoring locations who have been given access to view or monitor images provided by the video surveillance cameras. The logs should, at a minimum, record the:

- (a) Date and time access was given.
- (b) Name and department of the person being given access to the images.
- (c) Name of the person authorizing access.
- (d) Identifiable portion of images viewed.

301.4.2 PROHIBITED ACTIVITY

Public safety video surveillance systems will not intentionally be used to invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

Public safety video surveillance equipment shall not be used in an unequal or discriminatory manner and shall not target individuals or groups based solely on actual or perceived

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Public Safety Video Surveillance System

characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.

Video surveillance equipment shall not be used to harass, intimidate, or discriminate against any individual or group.

301.5 STORAGE AND RETENTION OF MEDIA

All downloaded media shall be stored in a secure area with access restricted to authorized persons. All actions taken with respect to preservation or retention of media shall be appropriately documented.

The type of video surveillance technology employed and the manner in which recordings are used and stored will affect retention periods. The recordings should be stored and retained in accordance with this policy and the established records retention schedule.

301.5.1 EVIDENTIARY INTEGRITY

Any recording that has been identified as evidence, or that could be relevant to pending or reasonably anticipated investigations or legal action, shall be preserved in a manner that retains its original content.

301.6 RELEASE OF VIDEO IMAGES

All recorded video images gathered by the public safety video surveillance equipment are for the official use of the City.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for public records.

Requests for recorded images from other government entities shall be referred to the City Administrator.

Recorded video images that are the subject of a court order or subpoena shall be processed in accordance with the established city subpoena process.

301.7 VIDEO SURVEILLANCE AUDIT

The City Administrator or the authorized designee will conduct an annual review of the public safety video surveillance system. The review should include an analysis of the cost, benefit, and effectiveness of the system, including any public safety issues that were effectively addressed and any systemic operational or administrative issues that were identified, including those related to training, discipline, or policy.

The results of each review shall be appropriately documented and maintained by the City Administrator or the authorized designee and other applicable advisory bodies. Any recommendations for training or policy should be promptly addressed.

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Public Safety Video Surveillance System

301.8 TRAINING

All city employees authorized to operate or access public safety video surveillance systems should receive appropriate training. Training should include guidance on the use of cameras and a review of relevant policies and guidelines. Training should also address state and federal law related to the use of video surveillance equipment and privacy.

City of Oroville Government Policy Manual

Use of Public Facilities

302.1 PURPOSE AND SCOPE

This policy provides guidance regarding the permitting process for the use of city facilities by members of the public.

This policy does not apply to spontaneous expressive activities such as demonstrations or to expressive activities of groups of fewer than 50 people. Nor does it apply to other gatherings of fewer than 50 persons when the department head has developed appropriate nondiscriminatory application or request processes for the use of city facilities under the control of the department head.

302.1.1 DEFINITIONS

Definitions related to this policy include:

Applicant - Any individual, group, or organization seeking approval to use city facilities.

Facilities - Any buildings, rooms, structures, sites, complexes, parks, roads, walkways, parking areas, equipment, and other real or personal property owned or leased by the city that are made available for use by the general public.

302.2 POLICY

It is the policy of the City to make certain facilities available for public use in a fair and equitable manner based on an established application and permitting process.

302.3 PERMIT PROCESS

The City Administrator or the authorized designee should develop, implement, and maintain a permitting process for the use of city facilities. The process should include:

- (a) A standardized application and reservation system.
- (b) An application submittal period and review process.
- (c) A method of communicating confirmations and denials of applications, as well as an appeals process for denials.
- (d) Permit forms for facility use.
- (e) A fee schedule for facility use and for payment of deposits, balances due, and refunds.
- (f) A nondiscriminatory process for establishing how much liability insurance will be required from applicants.
- (g) A process for making changes to existing reservations and for cancellations.
- (h) The designation of city employees responsible for enforcing permit terms.
- (i) Rules and regulations for facility use (e.g., cleaning, smoking/vaping, alcohol use, food and beverage sales or service, insurance coverage).

Use of Public Facilities

(j) A process for determining when free speech expression areas will be necessary and a process for designation and monitoring of such areas, when used.

The City Administrator should also adopt and maintain city requirements related to facility use permits, including duration of use, traffic control, and noise limitations.

302.3.1 APPLICATION REVIEW

- (a) The following should be considered when determining whether to grant or deny an application for facility use:
 - 1. The application should be complete and not contain false or misleading information.
 - 2. The activity or event should not pose unreasonable health or safety risks.
 - 3. Appropriate ancillary facilities such as parking and sanitary facilities should be available and adequate for the activity or event.
 - 4. The activity or event should not pose an unreasonable risk of damage to city facilities.
 - 5. An application should be denied if the applicant has damaged city facilities in the past and has failed to pay for the damages.
 - 6. Adequate supervision and security personnel for the activity or event should be provided by the applicant.
- (b) When determining whether to grant or deny an application for facility use, the City shall not consider an applicant's:
 - 1. Actual or perceived classification or status protected by law, such as religion, race, or gender identity or expression.
 - 2. Political, social, or ideological beliefs.
 - 3. Viewpoint, message, or program content and any anticipated response.

302.3.2 PERMIT TERMS

Permits should contain the applicant's agreement to:

- (a) Return the facilities to their original condition and assume responsibility for any damage or loss sustained.
- (b) Comply with all federal, state, and local laws, regulations, and ordinances, as well as all permit requirements and conditions imposed by the City.
- (c) Refrain from promoting, permitting, or engaging in illegal activity.
- (d) Obtain a general liability insurance policy in the amount required naming the City as an additional insured and identifying the policy as primary to the city's insurance coverage.
- (e) Make it clear to the public that the activity or event is the applicant's and that any message is not endorsed or made by the City.

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Use of Public Facilities

Permits should also contain notice to the permitee that failure to comply with permit terms may result in enforcement action and denial of future applications.

302.4 DISTURBANCES OR CRIMINAL ACTIVITY

Non-law enforcement employees should not attempt to physically control a person or group that is creating a disturbance or engaging in criminal activity on city property during a permitted activity or event. Such instances, as well as unapproved demonstrations or acts of civil disobedience, should be reported to law enforcement for handling.

302.5 RECORDS

All records created and submitted during and related to the permitting process should be maintained in accordance with the established records retention schedule.

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Holiday Displays

303.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance on holiday displays by the City.

The use of city facilities by members of the public or private groups is addressed in the Use of Public Facilities Policy.

Memorials on city property are addressed in the Memorials on Public Property Policy.

303.2 POLICY

It is the policy of the City that city seasonal temporary holiday displays be appropriate and lawful.

303.3 RESPONSIBILITIES

The City Administrator should review and approve each city holiday display.

The City Administrator's review should be completed prior to installation of the display and should include a review of the following:

- (a) The location of the display, including the types of structures and properties immediately adjacent to the display.
- (b) The manner and format in which the different secular and non-secular decorations will be displayed.
- (c) Whether the display complies with the criteria set forth in this policy.

If the City Administrator has any concerns regarding the content of the display, counsel should be consulted prior to proceeding.

303.4 REVIEW CRITERIA

A city holiday display should not have an overall effect of supporting or endorsing a religion or denigrating or inhibiting any religion or religious belief. When reviewing a proposed display, the City Administrator should consider the following:

- (a) The holiday display should:
 - 1. Have a primary purpose that is secular.
 - 2. Recognize the celebration of the holidays and/or seasonal traditions (e.g., lights, snowflakes, Santa Claus in the winter; bunnies, baskets, eggs in the spring).
 - 3. Include religious symbols only if they are accompanied by numerous other non-religious holiday items and in a non-religious setting.
- (b) The holiday display should not:
 - Include religious symbols (e.g., a nativity scene, a cross, a menorah) alone or in a setting that focuses on or draws attention to a specific religion or the religious nature of a symbol.

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Holiday Displays

- 2. Be placed in any location that makes it appear that the display endorses a religion (e.g., on property adjacent to a church, other religious institution, or area connected to a religion; on city property that has a statue, monument, or sign that in combination with a holiday display might appear to endorse a religion).
- 3. Be used for any religious practices or ceremonies.



Memorials on Public Property

304.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance on the review and approval of city memorials and the relocation, alteration, or removal of existing memorials on city property.

This policy addresses memorials established by the City and memorials requested or donated by members of the public.

This policy does not apply to the following:

- (a) Works of art that are not memorial or commemorative in nature
- (b) Signage or plaques placed on city property for the purpose of acknowledging a donor or sponsor
- (c) Historical markers or placards that provide information to the public

Temporary displays on city property are addressed in the Holiday Displays and the Use of Public Facilities policies.

304.1.1 DEFINITIONS

Definitions related to this policy include:

Memorial - A permanent monument, museum, building, garden, plaque, sculpture, or the like intended to commemorate or preserve the memory of a person, group, action, or event.

304.2 POLICY

It is the policy of the City that memorials on city property be considered and approved pursuant to this policy.

304.3 RESPONSIBILITIES

The City Administrator or the authorized designee should:

- (a) Establish guidelines for the submission, review, and approval of requests by members of the public for new city memorials or for the removal, alteration, or relocation of existing memorials. The guidelines should include:
 - 1. That all requests be submitted in writing.
 - For new memorials, that the request includes detailed information regarding the form and substance of the proposed memorial, the proposed location, and the proposed source of funding.
 - (a) The proposed memorial should be presented either in fully finished form or in a model prior to final acceptance by the City.
 - 3. For existing memorials, that the request includes the reason for the requested removal, relocation, or alteration.
 - (a) Requests for relocation should identify the new proposed location.

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Memorials on Public Property

- (b) Requests for alteration should detail the type and form of the proposed alteration.
- 4. Review by any appropriate department.
- 5. The opportunity for input from members of the public.
- 6. The opportunity for the City to ask the requester for modifications to a proposed memorial, relocation, or alteration consistent with this policy.
- 7. That any denial of a request be documented.
- 8. An appeal process to the City Administrator or the governing body for application denials or modification requests.
- (b) Provide notice to members of the public making requests that:
 - For new memorials, the memorial becomes the property of the City upon installation.
 - 2. The City may deny any request after a review of the request under the guidelines established by this policy.
 - 3. The City will make a final determination as to the location of all new or relocated memorials within the City.
 - 4. Existing memorials on city property do not establish a precedent for any future approvals.
- (c) Adopt and maintain additional city requirements relating to new memorials or the removal, alteration, or relocation of existing memorials.
 - 1. Requirements may include size, material quality, and appearance standards.
- (d) Coordinate a process for the periodic review of existing memorials to consider whether:
 - 1. Relocation, alteration, or removal is appropriate. This process should include the evaluation of the overall condition of the memorial and whether there are any reasons to consider the relocation, alteration, or removal of the memorial.
 - 2. Designation as a historic landmark or district under federal, state, or local laws or guidelines is appropriate for any memorials.
- (e) Create a list of all memorials within the City that includes the type of memorial, the current location of the memorial, and any specific maintenance, safety, or access information relevant to the memorial.

304.4 CONSIDERATIONS FOR NEW MEMORIALS

The following criteria should be considered for all new memorials:

- (a) The memorial should:
 - 1. Support or promote the common history of the City, local culture, civic identity, or mission of the City.
 - 2. Be of historical or social significance.

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Memorials on Public Property

- 3. Be located in an area that is connected with the person or event being commemorated.
- 4. Be compatible with the area surrounding the proposed location.
 - (a) The size, content, and appearance of the memorial should improve or otherwise enhance the social and physical environment of the surrounding area.
- 5. Comply with any additional city requirements related to memorials.
- (b) The memorial should not:
 - 1. Present unreasonable maintenance, security, environmental, or access issues.
 - 2. Be offensive to a reasonable person.
 - 3. Reasonably appear to be promoting, favoring, or inhibiting any religion or political affiliation.

Consideration should be given to how the memorial corresponds with other memorials in the immediately surrounding area and in the City generally.

304.5 CONSIDERATIONS FOR THE REMOVAL, ALTERATION, OR RELOCATION OF EXISTING MEMORIALS

The following criteria should be applied to all cases where the removal, alteration, or relocation of a memorial is being considered, whether initiated by a request from members of the public or internally by city officials or staff.

- (a) The memorial should be removed, altered, or relocated, as appropriate, if:
 - 1. The memorial has deteriorated to the extent that it cannot be safely maintained in its current location.
 - 2. Security issues make the current location unreasonable.
 - 3. The memorial is damaged beyond reasonable repair.
 - 4. Social or environmental changes to the location or surrounding area have made the memorial no longer appropriate for the location.
 - 5. The memorial is no longer sufficiently connected to the common history, local culture, or mission of the City.
 - 6. A more appropriate alternative location for the memorial is reasonably available.
- (b) The memorial should not be removed, altered, or relocated:
 - 1. If federal, state, or local laws restrict the removal, alteration, or relocation of the memorial.
 - 2. Without appropriate pre-approvals from federal, state, or local officials, as required.
 - 3. If removal, alteration, or relocation is not consistent with additional requirements adopted or maintained by the City Administrator.

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Memorials on Public Property

4. Without final approval of the City's governing body.

304.6 DAMAGE OR DETERIORATION

Employees who observe damage to or significant deterioration of an existing memorial should report the damage to a supervisor. Appropriate repairs may be made with supervisory approval.

If damage or deterioration to a memorial reasonably appears to present a safety issue, access to the memorial should be restricted and a supervisor should be immediately notified.

304.7 DOCUMENTATION

The following should be created and maintained consistent with the established records retention schedule:

- (a) The list of memorials within the City.
- (b) Documentation relating to the approval of any new memorials.
- (c) Documentation relating to the removal, relocation, or alteration, of any memorial, including the reason for the action, and whether the memorial has been stored or otherwise disposed of.

City of Oroville Government Policy Manual

Flags

305.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the proper display of flags at city facilities.

305.2 POLICY

It is the policy of the City to display flags in compliance with federal and state laws and local ordinances.

305.3 DISPLAY OF FLAGS

Flags flown at city facilities will be displayed in the following order of prominence:

- (a) The United States flag
- (b) Flags of foreign governments recognized by the United States when flown with the United States flag
- (c) The state flag
- (d) The city flag
- (e) The department flag
- (f) Any commemorative flags

305.4 DISPLAYING THE FLAG OF THE UNITED STATES

Federal law providing for the use and the display of the United States flag is contained in Title 4 Chapter 1 of the United States Code, commonly referred to as the "Flag Code." The City will display the flag of the United States in accordance with the provisions of 4 USC § 1 through 4 USC § 10.

305.4.1 DISPLAY OF THE UNITED STATES FLAG IN DAILY OPERATIONS

Employees should consult the Flag Code for guidance whenever the flag of the United States is to be displayed in any manner. This is to ensure that the display is presented in accordance with the Flag Code and as follows:

- (a) The United States flag should be conspicuously posted on all city facilities during hours of operation.
- (b) It is the universal custom to display the flag only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness (4 USC § 6).
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed (4 USC § 6).
- (d) The United States flag may only be flown at half-staff by Presidential or Gubernatorial decree, and on Memorial Day until noon (4 USC § 7).

Government Policy Manual

Flags

Whenever the United States flag is displayed in conjunction with other flags or symbols it should occupy the "Place of Honor" (4 USC § 7).

305.5 DISPLAY OF THE STATE FLAG

The City will display the state flag prominently and in the proper position of honor in accordance with the United States Flag Code.

305.5.1 DISPLAY OF THE STATE FLAG IN DAILY OPERATIONS

Employees should review state law for guidance whenever the flag is to be displayed in any manner to ensure that the display is presented appropriately. Displays of the flag should be consistent with the following protocol:

- (a) The flag should be conspicuously posted on all city facilities during hours of operation.
- (b) Generally, the flag should be displayed only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness.
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- (d) The flag shall be flown at half-staff whenever the flag of the United States is flown at half-staff, and may only be flown at half-staff at other times by order of the Governor.
- (e) Whenever the flag is displayed in conjunction with the United States flag, the United States flag shall occupy the position of first honor (4 USC § 7). When the flag is displayed in conjunction with other flags or symbols, it should occupy the position of honor.

305.6 DISPLAY OF COMMEMORATIVE OR UNOFFICIAL FLAGS

City flag displays, including but not limited to flagstaffs, are not intended to serve as a forum for free expression by the public. Commemorative flags or flags not identified in this policy, including flags of a government not recognized by the United States, should not be displayed by the City without prior approval from the City Administrator.

Government Policy Manual

Chapter 4 - Equipment



Local Government-Owned and Personal Property

400.1 PURPOSE AND SCOPE

This policy addresses the care of city-owned property and the role of the City when personal property, the property of another person or entity, or city-owned property is damaged or lost.

400.2 POLICY

The City will ensure that employees are issued appropriate property and equipment necessary for the employee's job function. The City will take steps to minimize the cost associated with maintaining city property, including personal property authorized for use in the employee's duties.

400.3 LOCAL GOVERNMENT-ISSUED PROPERTY

Supervisors should document on an inventory sheet all property and equipment issued by the City in the appropriate file at the time of issuance. If applicable the serial number assigned to equipment shall be documented on an inventory sheet. Receipt of issued items shall be acknowledged by the receiving employee's signature. Upon separation from the City, all issued property and equipment shall be returned. Documentation of the return shall be acknowledged by the signature of a supervisor.

400.3.1 EMPLOYEE RESPONSIBILITIES

Employees shall be responsible for the safekeeping, serviceable condition, proper care, proper use, and replacement of city property that has been assigned or entrusted to them.

- (a) Employees shall promptly report, through their supervisors, any loss of, damage to, or unserviceable condition of any city-issued property or equipment.
- (b) The use of damaged or unserviceable property should be discontinued as soon as practicable, and the item replaced with a comparable item as soon as available.
- (c) Except when otherwise directed by a supervisor or when exigent circumstances exist, city-issued property shall only be used by those to whom it was assigned. Use should be limited to official purposes and in the capacity for which it was designed.
- (d) City-issued property shall not be thrown away, sold, traded, donated, destroyed, or otherwise disposed of without prior approval.
- (e) Employees should obtain a supervisor's approval before any attempt to repair damaged or unserviceable property, unless the repair is of a minor or temporary nature.

400.4 PERSONAL PROPERTY

Personal property or equipment shall not be carried during work hours or used for work-related purposes without prior approval by the City Administrator or appropriate supervisor. The employee should submit a request that includes a description of the property and the reason and length of time it will be used. Personal property of the type routinely carried (e.g., cell phone, wallet, sunglasses) is excluded from this requirement (see the Personal Communication Devices Policy).

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Local Government-Owned and Personal Property

The City will not replace or repair property that is not reasonably required as part of work.

400.4.1 FILING CLAIMS FOR PERSONAL PROPERTY

An employee requesting reimbursement for damage to, or loss of, personal property must submit the request in writing and/or email to the employee's immediate supervisor.

Upon review by the supervisor and a finding that no misconduct or negligence was involved, repair or replacement may be recommended to the City Administrator or the authorized designee, who will then forward the claim to the department responsible for issuing payments.

400.5 SUPERVISOR RESPONSIBILITIES

The supervisor receiving a report that property, including personal property authorized for use, has been damaged should conduct an investigation and direct a memo to the City Administrator or the authorized designee. The memo should include the result of the investigation and whether reasonable care was taken to prevent the loss, damage, or unserviceable condition.

In cases where the supervisor has reason to believe that misconduct or negligence was involved in the loss, damage, or unserviceable condition of property, the supervisor should consider whether disciplinary or other corrective action would be appropriate.

400.6 DAMAGE TO PROPERTY OF ANOTHER PERSON OR ENTITY

Employees who intentionally or unintentionally damage or cause to be damaged the real or personal property of another person or entity while performing any city function shall promptly report the damage to a supervisor.

400.6.1 DAMAGE BY OTHERS

Employees who observe damage to the real or personal property of the City should report the damage as follows:

- (a) A verbal report should be made to the employee's immediate supervisor and to the employee or department responsible for the property as soon as practicable.
- (b) A written statement should be submitted before the end of the employee's workday or as otherwise directed by the supervisor.



Personal Communication Devices

401.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of mobile telephones and other communication devices, whether issued or funded by the City or personally owned, during work hours or when used for authorized work-related purposes.

This policy generically refers to all such devices as Personal Communication Devices (PCDs) but is intended to include all mobile telephones, personal digital assistants (PDAs), wireless-capable tablets and similar wireless two-way communications, and/or portable internet access devices. PCD use includes but is not limited to placing and receiving calls, text messaging, blogging and microblogging, emailing, using video or camera features, playing games, and accessing sites or services on the internet.

401.2 POLICY

The City allows employees to utilize city-issued or funded PCDs and to possess personally owned PCDs in the workplace, subject to certain limitations. Any PCD used during work hours, or during non-work hours in any manner reasonably related to the business of the City, will be subject to monitoring and inspection consistent with the standards set forth in this policy

Employees are advised and cautioned that the use of a personally owned PCD for business-related purposes may subject the employee and the employee's PCD records to civil or criminal discovery or disclosure under applicable public records laws

Employees who have questions regarding the application of this policy or the guidelines contained herein are encouraged to seek clarification from supervisory staff.

401.3 PRIVACY EXPECTATION

Employees forfeit any expectation of privacy with regard to any communication accessed, transmitted, received, or reviewed on any PCD issued or funded by the City and shall have no expectation of privacy in their location should the device be equipped with location detection capabilities (see the Information Technology Use Policy for additional guidance).

401.4 LOCAL GOVERNMENT-ISSUED PCD

Depending on an employee's assignment and the needs of the position, the City may, at its discretion, issue or fund a PCD for the employee's use to facilitate work performance. City-issued or funded PCDs may not be used for personal business during or after work hours unless authorized by the City Administrator or the authorized designee. Such devices and the associated telephone number, if any, shall remain the sole property of the City and shall be subject to inspection or monitoring (including all related records and content) at any time without notice and without cause

Government Policy Manual

Personal Communication Devices

Unless an employee is expressly authorized by the City Administrator or the authorized designee to use the PCD during non-work hours, the PCD will be either secured in the workplace at the completion of the workday or turned off when leaving the workplace.

401.5 PERSONALLY OWNED PCD

Employees may carry a personally owned PCD during work hours, subject to the following conditions and limitations:

- (a) Permission to carry a personally owned PCD may be revoked if it is used contrary to provisions of this policy.
- (b) The City accepts no responsibility for loss of or damage to a personally owned PCD.
- (c) The PCD and any associated services shall be purchased, used, and maintained solely at the employee's expense.
- (d) The device should not be used for work-related purposes except in exigent circumstances (e.g., unavailability of internal communication systems). Employees will have a reduced expectation of privacy when using a personally owned PCD in the workplace and have no expectation of privacy with regard to any city business-related communication.
- (e) The device shall not be utilized to record or disclose any city business-related information, including photographs, video, or the recording or transmittal of any information or material obtained or made accessible as a result of employment or appointment with the City, without the express authorization of the department head or the authorized designee.
- (f) Use of a personally owned PCD for work-related business constitutes consent for the City to access the PCD to inspect and copy data to meet the needs of the City, which may include litigation, records retention and release obligations, and internal investigations. If the PCD is carried during work hours, employees will provide the City with the telephone number of the device.All work-related documents, emails, photographs, recordings, or other public records created or received on an employee's personally owned PCD should be transferred to the City and deleted from the employee's PCD as soon as reasonably practicable but no later than the end of the employee's workday.
- (g) All work-related documents, emails, photographs, recordings, or other public records created or received on an employee's personally owned PCD should be transferred to the City and deleted from the employee's PCD as soon as reasonably practicable but no later than the end of the employee's workday.

Except with prior express authorization from their supervisors, employees are not obligated or required to carry, access, monitor, or respond to electronic communications using a personally owned PCD during non-work hours. If an employee is in an authorized status that allows for appropriate compensation consistent with policy or existing employment agreements, or if the employee has prior express authorization from a supervisor, the employee may engage in city business-related communications. Should employees engage in such approved communications or work during non-work hours, employees entitled to compensation shall

Government Policy Manual

Personal Communication Devices

promptly document the time worked and communicate the information to their supervisors to ensure appropriate compensation. Employees who independently document city-related business activities conducted during non-work hours in any manner shall promptly provide the City with a copy of such records to ensure accurate record keeping.

401.6 USE OF PCD

The following protocols shall apply to all PCDs that are carried during work hours or used to conduct city business:

- (a) All PCDs in the workplace should be set to silent or vibrate mode when necessary, or upon request.
- (b) A PCD may not be used to conduct personal business during work hours, except for brief personal communications (e.g., informing family of extended hours). Employees shall endeavor to limit their use of PCDs to authorized break times, unless an emergency exists.
- (c) Employees may use a PCD to communicate with other personnel in situations where the use of city-provided communications methods is either impracticable or not feasible. PCDs should not be used as a substitute for, as a way to avoid, or in lieu of regular city-provided communications methods.
- (d) Employees are prohibited from taking pictures, audio or video recordings, or making copies of any such picture or recording media unless it is directly related to official city business. Disclosure of any such information to any third party through any means, without the express authorization of the City Administrator or the authorized designee, may result in discipline.
- (e) Employees will not access social networking sites for any purpose that is not official city business.
- (f) Using PCDs to harass, threaten, coerce, or otherwise engage in inappropriate conduct with any third party is prohibited. Any employee having knowledge of such conduct shall promptly notify a supervisor.

401.7 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include but are not limited to:

- (a) Ensuring that employees under their supervision are provided appropriate training on the use of PCDs consistent with this policy.
- (b) Monitoring to the extent practicable, PCD use in the workplace and taking prompt corrective action if an employee is observed or reported to be improperly using a PCD.
 - 1. An investigation into improper conduct should be promptly initiated when circumstances warrant.
 - 2. Before conducting any administrative search of an employee's personally owned device, supervisors should consult with the City Administrator and City Attorney or the authorized designee.

Government Policy Manual

Personal Communication Devices

401.8 OFFICIAL USE

Employees are reminded that PCDs are not secure devices and conversations may be intercepted or overheard. Caution should be exercised while utilizing PCDs to ensure that sensitive information is not inadvertently transmitted. As soon as reasonably possible, employees shall conduct sensitive or private communications on a land-based or other city communications network.

401.9 USE WHILE DRIVING

Employees operating vehicles shall not use a PCD while driving unless the device is specifically designed and configured to allow hands-free use. Hands-free use should be restricted to urgent business-related calls.

City of Oroville Government Policy Manual

Vehicle Maintenance

402.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that city vehicles are appropriately maintained.

402.2 POLICY

The City will service department vehicles to ensure they remain operational, safe, and maintain their appearance, as resources allow.

402.3 GENERAL DUTIES

Employees are responsible for assisting in maintaining city vehicles so that they are properly equipped, maintained, and refueled and present a clean interior and exterior appearance.

402.4 DEFECTIVE VEHICLES

When a vehicle becomes inoperative or in need of repair that affects the safety of the vehicle, that vehicle shall be removed from service. Proper documentation shall be promptly completed by the employee who becomes aware of the defective condition and forwarded to a supervisor for action.

Documents describing the correction of the safety issue shall be promptly filed by the supervisor with the vehicle history.

402.4.1 DAMAGE OR POOR PERFORMANCE

Vehicles that may have been damaged or perform poorly shall be removed from service for inspections and repairs as soon as practicable.

402.4.2 SEVERE USE

Vehicles operated under severe-use conditions, which include operations for which the vehicle is not designed or that exceed the manufacturer's parameters, should be removed from service and subjected to a safety inspection as soon as practicable. Such conditions may include rough roadway or off-road driving, hard or extended braking, and severe weather exposure.

402.4.3 REMOVAL OF WEAPONS

Only authorized firearms, weapons, or control devices shall be carried in city vehicles. Any authorized firearms, weapons, and control devices shall be removed from a vehicle and properly secured prior to the vehicle being released for maintenance, service, or repair.

402.5 VEHICLE REFUELING

Generally, vehicles should not be operated with less than one-quarter tank of fuel. Vehicles should not be returned to the pool or the assigned department at the end of the workday with less than one-half tank of fuel. Vehicles shall only be refueled at an authorized location.

Government Policy Manual

Vehicle Maintenance

402.6 WASHING OF VEHICLES

Vehicles shall be kept clean at all times and, weather conditions permitting, shall be washed as necessary to maintain the professional appearance of the City.

Employees using a vehicle shall remove any trash or debris at the end of their workday. Confidential material should be placed in a designated receptacle that has been provided for shredding this material.

City of Oroville Government Policy Manual

Vehicle Use

403.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for employees who use vehicles for city business. This policy does not create or imply any contractual obligation by the City to provide assigned vehicles.

This policy and guideline addresses necessary measures aimed at reducing losses related to vehicle operation.

Individual department heads may have additional policies for vehicle use to address specific vehicles (e.g., emergency vehicles) and duty assignments (e.g., law enforcement undercover work).

403.2 POLICY

The City authorizes the use of certain vehicles for official city business to enhance operational efficiency and requires that vehicles are operated in a safe and legal manner.

It is the policy of Northern California Cities Self Insurance Fund (NCCSIF) to require each Member City to institute and enforce the driving standards as set forth in this policy and guideline. Member Cities failing to institute and enforce the standards may be subject to disciplinary actions up to and including the provisions of Article XIII, Expulsion, of the Joint Powers Authority Agreement.

403.3 NCCSIF MEMBER REQUIREMENTS AND STANDARDS

- (a) All NCCSIF members shall enroll in the Department of Motor Vehicles' Employee Pull Notice Program, as described on the DMV website.
- (b) All employees who are required to drive in the course of their employment shall be placed in DMV's pull notice program upon hire. All existing and prospective employees who drive on the Member's behalf must sign a written waiver allowing them to be enrolled in the pull-notice program.
- (c) On an annual basis employees shall be informed of the policy guidelines and standards, as described in the attached sample letter.
- (d) Job descriptions, or other formally adopted policies of the City, should state that employees must continue to meet established driving standards as a condition of employment for that position. Decisions regarding employment or assignment of nonqualifying employees are the purview of the Member City.
- (e) Driving standards shall be enforced consistently and fairly among all employees working in classifications where driving is required.
- (f) The City will require applicants for positions requiring driving on the City's behalf to provide a current OMV driving report prior to employment.

403.4 USE OF VEHICLES

Vehicle Use

403.4.1 VEHICLE ASSIGNMENTS

City vehicles may be assigned to individual employees at the discretion of the City Administrator or the authorized designee. Vehicles may be assigned for partial or full workday use and/or takehome use. Vehicle assignments may be changed or suspended at any time. Permission to takehome a vehicle may be withdrawn at any time without notice.

Vehicle assignments shall be based on the employee's job description, essential functions, and employment status. Vehicles may be reassigned or utilized by other city employees at the discretion of the City Administrator or the authorized designee.

403.4.2 EMPLOYEE RESPONSIBILITIES

Employees and volunteers whose duties necessitate driving vehicles in the course of their assignments and duties need to maintain certain acceptable standards in order to reduce the City's exposure to loss. The privilege of driving is granted through the issuance of a license by the Department of Motor Vehicles. Certain proficiency and physical requirements must also be proven prior to the granting of such license. Failure to meet these requirements results in revocation or non-issuance of such a state license.

Because of bad driving experience, a financial burden may be placed on the City due to increased insurance costs and exposure to liability. Therefore, in order to control the risk of losses and the accompanying expense of paying for losses, it is necessary to ensure that employees maintain an acceptable driving record.

Employees operating a vehicle as part of their job with the City shall:

- (a) Possess a valid driver's license.
 - 1. Employees shall report any suspensions or revocations of their license and any changes to driving privileges as soon as practicable and before any subsequent city vehicle use or personal vehicle use for city business.
 - 2. Employees must possess a valid commercial driver's license or special class license when applicable.
- (b) Obey all traffic laws. Employees shall obey all rules of the road, drive in a safe an courteous manner at all times. Any violations of this section may result in a revocation of City driving privileges and may additionally be subject to disciplinary action.
- (c) Provide the city with a driver's history report upon request.
- (d) Possess appropriate insurance as required for personal vehicles used for city business.
 - 1. Employees shall notify a supervisor if their automobile insurance has been canceled, declined, or not renewed.
 - 2. The private insurance of employees using their personal vehicles under this policy shall be considered the primary insurance for any accidents or damage.

Government Policy Manual

Vehicle Use

(e) Notify a supervisor of any citations or arrests for motor vehicle-related violations or offenses as soon as practicable.

(f)

(g) Maintain any personal vehicles used for city business in safe working order.

403.4.3 VOLUNTEER AND NON-EMPLOYEE NCCSIF REQUIREMENTS AND STANDARDS

- (a) All volunteers and non-employees who may drive a City vehicle or their own vehicle on City business shall be required to read the policy standards.
- (b) Volunteers and non-employees who may drive City vehicles or their own vehicle on City business must meet the established minimum driving standards applicable to employees, as noted above.
- (c) Driving standards shall be enforced consistently and fairly among all volunteers and non- employees who may drive a City vehicle.
- (d) Department of Motor Vehicle license checks shall be made at the time of enlistment and at least annually thereafter.
- (e) Elected Officials are subject to these requirements.

403.4.4 INSPECTIONS

Employees shall be responsible for inspecting the interior and exterior of any assigned city vehicle. If the vehicle is assigned for the workday, it should be inspected before use and at the conclusion of the workday. If the vehicle is assigned for less than a workday, it should be inspected before use and upon conclusion of use. Any previously unreported damage, mechanical problems, unauthorized contents, or other problems with the vehicle shall be promptly reported to a supervisor and documented as appropriate.

All city vehicles are subject to inspection and/or search at any time by a supervisor without notice and without cause. No employee assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

403.4.5 SECURITY AND UNATTENDED VEHICLES

Unattended vehicles should be locked and secured at all times to safeguard any city equipment prior to parking or leaving the vehicle.

403.4.6 VEHICLE LOCATION SYSTEM

City vehicles, at the discretion of the City Administrator, may be equipped with a system designed to track the vehicle's location. While the system may provide vehicle location and other information, employees are not relieved of their responsibility to use any required communication practices to report their location and status.

Employees shall not make any unauthorized modifications to the system. If an employee finds that the system is not functioning properly at any time, the employee should notify a supervisor as soon as reasonably practicable.

Government Policy Manual

Vehicle Use

System data may be accessed by supervisors at any time. However, access to historical data by other than supervisors will require City Administrator approval.

All data captured by the system shall be retained in accordance with the established records retention schedule.

403.4.7 KEYS

Employees who are assigned a specific vehicle should be issued keys for that vehicle. Employees shall not duplicate keys or share them with any person except another employee authorized to use that vehicle. The loss of a key shall be promptly reported in writing to the employee's supervisor.

403.4.8 AUTHORIZED PASSENGERS

Employees operating assigned vehicles shall not permit unauthorized persons to ride as passengers in the vehicle.

403.4.9 PARKING

Employees should obey parking regulations at all times.

City vehicles should be parked in assigned spaces. Employees shall not park personal vehicles in spaces assigned to city vehicles or in other parking areas that are not so designated unless authorized by a supervisor.

403.4.10 ACCESSORIES AND/OR MODIFICATIONS

There shall be no modifications, additions, or removal of any equipment or accessories from city vehicles without written permission from the City Administrator or the authorized designee.

403.5 NCCSIF REQUIREMENTS FOR USE OF PRIVATE VEHICLES ON CITY BUSINESS

There may be times when it may be necessary and expeditious for employees and volunteers to use their own vehicles in the course of City business. In this situation reimbursement is often provided in the form of a mileage allowance. The allowance is intended to compensate the employee or volunteer for the cost of gasoline and oil, wear and tear on the auto and for insurance costs. Insurance coverage for autos "follows the car", meaning the insurance covering the auto is primary and any coverage from NCCSIF is excess. If there is no liability insurance on the auto, in the case of an occurrence the Member City may be subject to a penalty from the JPA.

It is therefore important that the employee or volunteer be expected to have appropriate automobile insurance coverage. In addition, State law requires drivers to have automobile insurance. It is, therefore, prudent for the City to require proof of automobile insurance coverage prior to allowing an employee or volunteer to use a private vehicle on City business.

(a) Driving standards required of Employees shall also apply to persons using private vehicles on City business.

Government Policy Manual

Vehicle Use

(b) Employees shall show proof of automobile liability insurance annually in accordance with the State of California minimum requirements, and NCCSIF recommends that employees who drive for the City on a regular basis obtain higher limits:

Coverage Type	Minimum	Recommended
Bodily Injury Each Person	\$15,000	\$100,000
Bodily Injury Each Accident	\$30,000	\$300,000
Property Damage Each Accident	\$5,000	\$50,000

403.6 UNSCHEDULED OR SCHEDULED TAKE-HOME USE

Employees may take home city vehicles only with prior approval of a supervisor and shall meet the following criteria:

- (a) The circumstances are unplanned and were created by the needs of the City.
- (b) Other reasonable transportation options are not available.
- (c) The employee lives within a reasonable distance (generally not to exceed a 60-minute drive time) of the city limits.
- (d) Off street parking will be available at the employee's residence.
- (e) The vehicle will be locked when not attended.
- (f) All portable city equipment will be removed from the interior of the vehicle and properly secured in the residence when the vehicle is not attended, unless the vehicle is parked in a locked garage.

When such circumstances occur, the City Administrator or the authorized designee shall document the unscheduled take-home use in the vehicle assignment roster.

403.7 ASSIGNMENT OF TAKE-HOME VEHICLES

Assignment of take-home vehicles should be based on the location of the employee's residence, the nature of the employee's job, whether the employee performs work outside of regular business hours, the employee's employment status, and available resources.

Employees assigned a take home vehicle shall not use this vehicle as a source of transportation during off-duty hours.

Employees are cautioned that under federal and local tax rules, personal use of a city vehicle may create an income tax liability for the employee. Questions regarding tax rules should be directed to the employee's tax adviser.

Government Policy Manual

Vehicle Use

Travel to and from the home will not be considered work time unless the employee is responding to and from an emergency as part of the employee's duties.

403.8 DAMAGE, ABUSE, AND MISUSE

When any city vehicle is involved in a traffic accident or otherwise incurs damage, the involved employee shall promptly notify a supervisor. Any traffic accident report shall be filed with the agency having jurisdiction, with a copy provided to the City Administrator or the authorized designee.

Damage to any city vehicle that was not caused by a traffic accident shall be immediately reported during the shift or workday in which the damage was discovered and documented in memorandum format, which shall be forwarded to the City Administrator or the authorized designee. An administrative investigation should be initiated to determine if there has been any vehicle abuse or misuse.

For a template of a memorandum, s ee attachment: City_Memorandum.pdf

403.9 TOLL ROAD USAGE, FUEL, AND MILEAGE

Employees operating vehicles for city business shall pay the appropriate toll charge or utilize the appropriate tollway transponder.

With the exception of take-home vehicles driven to and from the employee's residence, employees may submit for reimbursement from the City for toll fees and fuel expenses incurred in the course of official business. In lieu of fuel expenses, employees may submit for reimbursement for mileage accrued on personal vehicles used for city business.



Vehicle Safety Belts

404.1 PURPOSE AND SCOPE

This policy establishes guidelines for the use of safety belts. This policy will apply to all employees operating or riding in city vehicles.

Individual department policies may provide additional guidance.

404.2 POLICY

It is the policy of the City that employees use safety restraints to reduce the possibility of death or injury in a motor vehicle accident.

404.3 WEARING OF SAFETY RESTRAINTS

All employees shall wear properly adjusted safety restraints at all times when operating or riding in a seat equipped with restraints, in any vehicle owned, leased, or rented by this city, or in any privately owned vehicle when conducting city business. The employee driving such a vehicle shall ensure that all other occupants, including those who are not employees of the City, are properly restrained.

404.4 INOPERABLE SAFETY BELTS

City vehicles shall not be operated when the safety belt in the driver's position is inoperable. Persons shall not be transported in a seat in which the safety belt is inoperable.

City vehicle safety belts shall not be modified, removed, deactivated, or altered in any way, except by the vehicle maintenance and repair staff, who shall do so only with the express authorization of the City Administrator or the authorized designee.

Employees who discover an inoperable restraint system shall report the defect to the appropriate supervisor. Prompt action will be taken to replace or repair the system.

404.5 VEHICLES MANUFACTURED WITHOUT SAFETY BELTS

Vehicles manufactured and certified for use without safety belts or other restraint systems are subject to the manufacturer's operator requirements for safe use.

404.6 VEHICLE AIRBAGS

In all vehicles equipped with airbag restraint systems, the system will not be tampered with or deactivated. All equipment installed in vehicles equipped with airbags will be installed as per the vehicle manufacturer specifications to avoid the danger of interfering with the effective deployment of the airbag device.



Personal Protective Equipment

405.1 PURPOSE AND SCOPE

This policy addresses the use of personal protective equipment (PPE) provided by the City.

405.1.1 DEFINITIONS

Definitions related to this policy include:

Personal protective equipment (PPE) - Equipment that protects a person from serious workplace injuries or illnesses resulting from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards.

405.2 POLICY

The City endeavors to protect employees by supplying certain PPE as provided in this policy.

405.3 SUPERVISOR RESPONSIBILITIES

Supervisors are responsible for identifying and making available PPE appropriate for the work environment.

405.4 EMPLOYEE RESPONSIBILITIES

Employees are required to use PPE pursuant to their training.

Employees are responsible for proper maintenance and storage of issued PPE. PPE should be stored in an appropriate location so that it is available when needed.

Any employee who identifies hazards in the workplace is encouraged to utilize the guidelines in the Illness and Injury Prevention Policy to recommend new or improved PPE or additional needs for PPE.

405.5 EQUIPMENT PROCUREMENT AND USE

PPE shall meet or exceed any applicable requirements. Federal or other nationally recognized standards should be used as a guide for the procurement, use, maintenance, and storage of the following safety-related equipment in the absence of other mandatory requirements:

- (a) Hearing protection (29 CFR 1910.95)
- (b) Eye protection (29 CFR 1910.133)
- (c) Respiratory protection (29 CFR 1910.134)
- (d) Head protection (29 CFR 1910.135)
- (e) Foot protection (29 CFR 1910.136)
- (f) Electrical protective equipment (29 CFR 1910.137)
- (g) Hand protection (29 CFR 1910.138)
- (h) Personal fall protection systems (29 CFR 1910.140)

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Personal Protective Equipment

405.6 RECORDS

Supervisors are responsible for maintaining records of all:

- (a) PPE training.
- (b) PPE procurement and distribution.
- (c) Fit tests and medical evaluations related to respiratory protection equipment, when applicable. Medical evaluation questionnaires and any physical examination results related to respirator use shall be maintained in a separate confidential medical file.

The records shall be maintained in accordance with the city records retention schedule.

405.7 TRAINING

Employees should be trained in the hazards to which they may be potentially exposed during routine and emergency situations.

All employees should be trained in the proper use and maintenance of PPE issued to them, including when the use is appropriate; how to put on, remove, and adjust PPE; how to care for PPE; and the limitations of each device (29 CFR 1910.132).

Employees issued respiratory PPE should attend annual training on the proper use of respiratory protection devices (29 CFR 1910.134).



Physical Asset Management

406.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for maintaining a system of inventory and accountability over the city's physical assets. This policy does not address management of intangible assets (e.g., intellectual property), fluid assets (e.g., cash, stocks, marketable securities), real property, or natural assets (e.g., water, air quality, minerals).

Individual department heads may have additional policies for department-specific assets.

406.1.1 DEFINITIONS

Definitions related to this policy include:

Physical assets – All tangible items of value, including but not limited to materials, machinery, tools and equipment, vehicles, office supplies, and furniture.

406.2 POLICY

It is the policy of this city to accurately inventory, maintain, and dispose of its physical assets in a manner that controls costs, avoids waste, and promotes the mission of the City.

406.3 RESPONSIBILITIES

The City Administrator should assign a person or persons to be responsible for the inventory, maintenance, and disposal of city physical assets, including:

- (a) Maintaining compliance with federal, state, and local laws regarding physical asset management, inventory control, and reporting requirements.
- (b) Developing guidelines for the implementation of this policy, including:
 - 1. Guidelines for disposal of all city-owned physical assets in accordance with federal, state, and local law.
 - Guidelines for safe disposal of hazardous waste.
 - 3. Guidelines for inter-department transfers of physical assets.
 - 4. Guidelines for each department to inventory assets as according to internal reporting deadlines (e.g., quarterly, annually).
- (c) Developing a physical asset management plan to track the city's physical assets and maintain accurate and complete records related to these assets. The plan should include:
 - 1. A minimum value of the physical assets that are subject to this policy, the plan, and the implementing guidelines.
 - 2. An inventory control and recordkeeping system to account for the movement, storage, maintenance and use, loss, damage, destruction, and disposal of the city's physical assets.
 - 3. Routine internal and external audit practices.

- 4. Guidelines to access physical assets for re-use, transfer, recycle, or disposal.
- (d) Designating custodians within each department, as appropriate, for inter-department communication and to serve as inventory liaisons under the physical asset management plan.
- (e) Annual physical asset acquisition planning.

406.4 IDENTIFICATION AND TAGGING

Physical assets should be tagged using a bar code or other system to identify and locate the items. Tags should be affixed in the same manner and location on each item, when feasible. The following information regarding the tagged item should be maintained using the inventory control system and method of recordkeeping established in the physical asset management plan:

- (a) A description of the item, including but not limited to:
 - 1. Make, model, and serial number
 - 2. Physical dimensions and weight
 - 3. Color, material, and other physically distinct qualities
 - 4. Warranty and/or recall information, if any
- (b) The department and specific location where the item can be found
- (c) The acquisition date of the item, as well as the amount and funding source for the acquisition
- (d) The intended and actual use of the item
- (e) The expiration of an item's lease or loan terms

406.5 SURPLUS OR OBSOLETE ASSETS

A department that no longer utilizes a physical asset should have the asset identified as surplus or obsolete. If the physical asset retains value that may be utilized by another department, the item should be stored as surplus or transferred in accordance with the guidelines established pursuant to this policy. If the physical asset is deemed obsolete, the item shall be disposed of in accordance with this policy.

406.5.1 STORAGE

When practicable, physical assets that retain value but are not being utilized should be stored in lieu of disposal. The location of the stored items should be documented. Physical assets in storage are subject to routine inventory and revaluation. If the physical asset's value is less than the cost of storage, the City should pursue disposal of the item in accordance with this policy.

406.5.2 TRANSFERS

When a physical asset is transferred from one department to another, the value of the physical asset should transfer with the asset. Inter-department transfers shall be documented through the inventory control and recordkeeping system implemented by the physical asset management plan.

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Physical Asset Management

406.6 LOSS, DAMAGE, OR DESTRUCTION

Circumstances surrounding loss, damage, or destruction of the city's physical assets shall be promptly reported to and investigated by the City Administrator or the authorized designee for purposes of inventory, valuation, and recordkeeping. Otherwise, loss, damage, or destruction of such assets shall be handled in accordance with the Local Government-Owned and Personal Property Policy.

406.7 USAGE MONITORING

Physical asset performance should be regularly monitored for functionality, utility, wear-and-tear, and cost-effectiveness. Usage monitoring of the city's physical assets should include the duration of use (e.g., daily use and number of hours in use), user satisfaction, costs of operating the asset, and the asset's contribution to employee performance and overall productivity.

406.8 MAINTENANCE

Routine maintenance of physical assets should be proactive to limit interruption of the city's daily operations. Employees should report any physical asset performance issues to a supervisor.

Maintenance requests and reports shall be recorded in the inventory control and recordkeeping system implemented by the physical asset management plan. The City Administrator or the authorized designee shall routinely evaluate maintenance expenditures to determine whether continued maintenance is beneficial.

406.9 DISPOSAL

Physical assets slated for disposal should be evaluated for salvage value (e.g., items containing reusable materials like aluminum or copper) or transfer or storage in accordance with this policy.

406.10 INVENTORY AND REPORTS

Routine inventory of physical assets should be conducted for purposes of loss control, revaluation, retagging, documenting asset movement and condition, disposition and acquisition planning, and obtaining adequate insurance coverage.

All internal controls and inventories related to physical asset management shall be accurately documented and subject to both internal and external audit. Inventory reports should include an explanation of any discrepancies from the previous period.

All inventory documentation shall be retained and stored in accordance with the records retention schedule.

Each department is responsible for maintaining the master inventory list for their department.

406.11 TRAINING

Employees and supervisors accountable for the proper care, use, transfer, maintenance, storage, loss, and disposition of all city physical assets should receive training regarding their responsibilities under the physical asset management plan.

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Physical Asset Management

City of Oroville Government Policy Manual

Chapter 5 - Records and Documents



Records Maintenance and Release

500.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of city records. Protected information is separately covered in the Protected Information Policy.

500.2 POLICY

The City is committed to providing public access to records in a manner that is consistent with state public records laws.

It shall be the policy of the City to provide the general public with access to public information in accordance with provisions in State Law (Govt. Code Sections 6253.5 and 6254).

500.3 CITY CLERK

The City Administrator is the City Clerk. The City Administrator shall designate an Assistant City Clerk. The responsibilities of the Assistant City Clerk include but are not limited to:

- (a) Managing the records management system for the City, including the retention, archiving, release, and destruction of city public records.
- (b) Maintaining and updating the city records retention schedule, including:
 - 1. Identifying the minimum length of time records must be kept.
 - 2. Identifying the city department responsible for the original record.
- (c) Establishing rules regarding the inspection and copying of public records as reasonably necessary for the protection of such records.
- (d) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (e) Establishing rules regarding the processing of subpoenas for the production of records.
- (f) Ensuring the availability of a current schedule of fees for public records as allowed by law.
- (g) Preparing and making available to the public the records request process, to include the cost of inspecting or obtaining copies.

500.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any employee who receives a request for any record shall route the request to the City Clerk or the authorized designee.

500.4.1 REQUESTS FOR RECORDS

The processing of requests for any record is subject to the following:

- (a) All requests should be made in writing or on a form supplied by the City.
- (b) Clarification may be sought if the request is unreasonably broad or unclear.

Records Maintenance and Release

- (c) Inspection of records should be during regular business hours unless otherwise authorized by the City Clerk.
- (d) Records should be made available in a format readily accessible to the requester. Records may also be made available in a specific format requested and a fee charged for reasonable costs of any required processing.
- (e) Records should be provided or a denial provided to a requester within a reasonable period of time.
 - If a delay in providing records is anticipated, the requester should be provided a written response with the reason for the delay and the anticipated date the records will be provided.
- (f) Fees should be charged as allowed by law and established by the City.
- (g) The City is not required to create records that do not exist.
- (h) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released as approved by the City Attorney.
 - A copy of the redacted release should be maintained in the city file for proof
 of what was actually released and as a place to document the reasons for the
 redactions. All audio and or video redaction shall be handled by the city attorney
 or designee.

500.4.2 DENIALS

The denial of a request for records should be documented and include:

- (a) A description of the records requested.
- (b) The specific reasons for the denial.
- (c) The name, title, and signature of the City Clerk.
- (d) The guideline to appeal the denial.

500.5 RELEASE RESTRICTIONS

Examples of release restrictions include:

- (a) Any personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address, and telephone number; and medical or disability information that is contained in any city record, except as authorized by the City, and only when such use or disclosure is permitted or required by law to carry out a legitimate government purpose.
- (b) Certain personnel information, including but not limited to an employee's residential address and telephone number, Social Security number, marital status, medical history, confidential recommendations for employment, and performance evaluation history.
- (c) Records pertaining to internal investigations and disciplinary matters, including but not limited to complaints and other records relating to allegations of discrimination,

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- harassment, or retaliation, until the investigation is complete or is made part of the official record of any hearing or court proceeding.
- (d) Certain 9-1-1 records.
- (e) Audio and video recordings obtained through use of body-worn cameras by law enforcement officers, except as provided by statute.
- (f) Certain concealed firearm license/permit information of an applicant.
- (g) Records concerning security plans, guidelines, assessments, measures, or systems, and other records relating to the security of persons, structures, facilities, infrastructure, or information technology systems that could reasonably be expected to be detrimental to the public's safety or welfare.
- (h) Records pertaining to strategy or negotiations related to labor relations, employment contracts, or collective bargaining and related arbitration proceedings.
- (i) Drafts, notes, recommendations, or intra-governmental memorandums pertaining to the development of resolutions, regulations, statements of policy, management directives, ordinances, or amendments prepared by or for the City.
- Records where disclosure would be detrimental to the best interests of the public.
- (k) Records pertaining to pending litigation to which the City is a party, or claims made pursuant to Division 3.6 (Commencing with Section 810) of Title I of the Government Code, until such litigation or claim has been finally adjudicated or otherwise settled;
- (I) Any other information that may be appropriately denied by federal or state law.
- (m) Copyright protected materials, for example engineer stamped plans.
- (n) Records that are contained in or related to:
 - Application filed with any state agency responsible for the regulation or supervision of the issuance of securities or of financial institutions, including, but not limited to, banks, savings and loan associations, industrial loan companies, credit unions, and insurance companies;
 - 2. Examination, operating, or condition reports prepared by, on behalf of, or for the use of any state agency referred to in Paragraph (1).
 - 3. Preliminary drafts, notes, or interagency or interagency communications prepared by, on behalf of, or for the use of any state agency referred to in
 - 4. Information received in confidence by any state agency referred to in Paragraph (1).
- Geological and geophysical data, plant production data and similar information relating to utility systems development, or market or crop reports, which are obtained in confidence from any persons;
 - Records of complaints to or investigations conducted by, or records of intelligence information or security guidelines of, the office of the Attorney General and the Department of Justice, and any state or local police agency, or any such investigatory or security files complied by any other state or local agency for correctional, law enforcement or licensingpurposes, except that local

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police agencies shall disclose the names and addresses of persons involved in, or witnesses other than confidential informants to, the incident, the description of any property involved, the date, time, andlocation of the incident, all diagrams, statements of the parties involved in the incident, all diagrams, statements of all witnesses, other than confidential informants, to the persons involved in an incident, or an authorized representative thereof, and insurance carrier against which a claim has been or might be made, and any person suffering bodily injury or property damage as the result of the incident caused by arson, burglary, fire, explosion, robbery, vandalism, or a crime of violence as defined by subdivision (b) of Section 13960, unless the disclosure would endanger the safety of a witness or would endanger the successful completion of the investigation or a related investigation;

- (p) Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination;
- (q) The contents of real estate appraisals, engineering or feasibility estimates and evaluations made for or by the state or local agency relative to the acquisition of the property, or tö prospective public supply and construction contracts, until such time as all of the property has been acquired or all of the contract agreement obtained, provided, however, the law of eminent domain shall not be affected by this provision;
- (r) Information required from any taxpayer in connection with the collection of local taxes which is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying such information;
- (s) Library and museum materials made or acquired and presented solely for reference or exhibition purposes;
- (t) Records the disclosure of which is exempted or prohibited pursuant to provisions of federal or state law, including, but not limited to, provisions of the evidence Code relating to privilege;
- (u) Correspondence of and to the Governor or employees of the Governor's office or in the custody of or maintained by the Governor's legal affairs secretary, provided public records shall not be transferred to the custody of the Governor's legal affairs secretary to evade the disclosure provisions of this chapter.
- (v) In the custody or maintained by the Legislative Counsel;
- (w) Statements of personal worth or personal financial data required by a licensing agency and filed by an applicant with such licensing agency to establish his personal qualification for the license, certificate, or permit applied for;
- (x) City initiative, referendum and recall petitions and all memoranda prepared by the County Clerk in the examinations of such petitions indicating which registered voters have signed particular petitions, except that the City Clerk or his/her representative having the duty of receiving, examining or preserving such petitions may inspect them.

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500.6 SUBPOENAS AND DISCOVERY REQUESTS

Subpoenas may only be accepted by the City Clerk or Attorney. In the event the City Clerk or Attorney are not available a supervisor may accept the subpoena and provide the subpoena to the clerk or city attorney for processing as soon as practical. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel so that a timely response can be prepared.

500.7 RELEASED RECORDS TO BE RETAINED

Record request forms and applicable records should be stored electronically according to the city's records retention policy.

500.8 SECURITY BREACHES

Employees who become aware that any city records system may have been breached should notify the City Clerk as soon as practicable.

The City Clerk shall ensure any required notice of the breach is given.

If the breach reasonably appears to have been made to protected information covered in the Protected Information Policy, the City Clerk should promptly notify the appropriate employee designated to oversee the security of protected information (see the Protected Information Policy).

500.9 EXPUNGEMENT

The City Clerk shall review all court orders and other filings that pertain to the expungement or sealing of records for appropriate action. Once a record is expunged or sealed, employees shall respond to any inquiry as though the record did not exist.

500.10 TRAINING

Employees authorized to manage, release, or facilitate public access to city records should receive training that includes identification of material appropriate for release or public access and the city systems and guidelines guiding such release and access.

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Protected Information

501.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the access, transmission, release, and security of protected information by employees of the City. This policy addresses the protected information that is used in the day-to-day operation of the City and not the public records information covered in the Records Maintenance and Release Policy.

501.1.1 DEFINITIONS

Definitions related to this policy include:

Protected information - Any information or data that is collected, stored, or accessed by employees of the City and is subject to any access or release restrictions imposed by law, regulation, order, or use agreement. This includes all information contained in federal, state, or local databases that is not accessible to the public.

501.2 POLICY

Employees of the City will adhere to all applicable laws, orders, regulations, use agreements, and training related to the access, use, dissemination, and release of protected information.

501.3 RESPONSIBILITIES

The City Administrator should designate an employee of the City to coordinate the use of protected information, including:

- (a) Overseeing employee compliance with this policy and with requirements applicable to protected information.
- (b) Developing, disseminating, and maintaining guidelines necessary to comply with any requirements for the access, use, dissemination, release, and security of protected information.
- (c) Developing guidelines to ensure training and certification requirements are met.
- (d) Resolving specific questions that arise regarding authorized recipients of protected information.
- (e) Implementing security practices and guidelines to comply with requirements applicable to protected information.

501.4 ACCESS TO PROTECTED INFORMATION

Protected information shall not be accessed in violation of any law, order, regulation, use agreement, city policy, or training. Only those employees who have completed applicable training and met any applicable requirements, such as a background check, may access protected information, and only when the employee has a legitimate work-related reason for such access.

Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited.

Protected Information

501.5 RELEASE OR DISSEMINATION OF PROTECTED INFORMATION

Protected information may be released only to authorized recipients who have both a lawful right to know and need to know.

An employee who is asked to release protected information that should not be released should refer the requesting person to a supervisor or to the City Clerk for information regarding a formal request.

501.6 SECURITY OF PROTECTED INFORMATION

The City Administrator should designate an employee of the City to oversee the security of protected information, including:

- (a) Developing and maintaining security practices, guidelines, and training.
- (b) Maintaining compliance with any federal, state, and local requirements pertaining to the security of protected information.
- (c) Establishing guidelines to provide for the preparation, prevention, detection, analysis, and containment of security incidents, including cyberattacks.
- (d) Tracking, documenting, and reporting all breach of security incidents to the City Administrator and appropriate authorities.

501.6.1 EMPLOYEE RESPONSIBILITIES

Employees accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes not leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk, in or on an unattended vehicle, in an unlocked desk drawer or file cabinet, on an unattended computer terminal).

501.7 TRAINING

All employees authorized to access or release protected information shall complete a training program that complies with any protected information system requirements and identifies authorized access and use of protected information, as well as its proper handling and dissemination.

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Personnel Records

502.1 PURPOSE AND SCOPE

This policy governs maintenance and access to personnel records. Personnel records include any file maintained under an individual employee's name.

502.2 POLICY

It is the policy of the City to maintain personnel records and preserve the confidentiality of personnel records pursuant to the Constitution and the laws of this state.

502.3 PERSONNEL FILE

A personnel file shall be maintained as a record of a person's employment/appointment with this city. The personnel file should contain, at a minimum:

- (a) Personal data, including photographs, marital status, names of family members, educational and employment history, or similar information.
- (b) Election of employee benefits.
- (c) Personnel action reports reflecting assignments, promotions, and other changes in employment/appointment status.
- (d) Original performance evaluations.
- (e) Discipline records, including copies of sustained personnel complaints.
- (f) Adverse comments such as supervisor notes or memos may be retained in the city file after the employee has had the opportunity to read and initial the comment.
 - Once an employee has had an opportunity to read and initial any adverse comment, the employee shall be given the opportunity to respond in writing to the adverse comment.
 - 2. Any employee response shall be attached to and retained with the original adverse comment.
 - 3. If an employee refuses to initial or sign an adverse comment, at least one supervisor should note the date and time of such refusal on the original comment. Such a refusal, however, shall not be deemed insubordination, nor shall it prohibit the entry of the adverse comment into the employee's file.
- (g) Commendations and awards.
- (h) Any other information, the disclosure of which would constitute an unwarranted invasion of personal privacy.

Responsibility for transactions:

 Each Department Head shall cooperate with the Personnel Department and be responsible for properly reporting personnel transactions and for properly distributing within his/her department personnel material and information. Government Policy Manual

Personnel Records

Official records:

• The Personnel Department shall keep the official records as necessary for transactions and reference, and for making reports showing administrative actions, including records of all examinations; eligibility lists; records and files of employment history for each employee; history of each position; classification plan; compensation plan; occupational injury reports; files; books; and correspondence, disciplinary action, training, and other pertinent items.

502.4 DEPARTMENT OR DIVISION FILE

Department files may be separately maintained internally by an employee's supervisor for the purpose of completing timely performance evaluations. The file may contain supervisor comments, notes, notices to correct, and other materials that are intended to serve as a foundation for the completion of timely performance evaluations.

502.5 TRAINING FILE

An individual training file should be maintained for each employee whose position requires specialized training or certification. Training files should contain records of all training; original or photocopies of available certificates, transcripts, diplomas, and other documentation; and education and firearms qualifications, as applicable. Training records may also be created and stored remotely, either manually or automatically.

- (a) The involved employee is responsible for providing an immediate supervisor with evidence of completed training/education in a timely manner.
- (b) Supervisors should ensure that copies of such training records are placed in the employee's training file.

502.6 MEDICAL FILE

A medical file shall be maintained separately from all other personnel records and shall contain all documents relating to the employee's medical condition and history, including but not limited to

- (a) Materials relating to a medical leave of absence, including leave under the Family and Medical Leave Act (FMLA).
- (b) Documents relating to workers' compensation claims or the receipt of short- or longterm disability benefits.
- (c) Fitness-for-duty examinations, psychological and physical examinations, follow-up inquiries, and related documents.
- (d) Medical release forms, doctor's slips, and attendance records that reveal an employee's medical condition.
- (e) Any other documents or materials that reveal the employee's medical history or medical condition, including past, present, or future anticipated mental, psychological, or physical limitations.

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Personnel Records

502.7 SECURITY

Personnel records should be maintained in a secured location and locked either in a cabinet or access-controlled room. Personnel records maintained in an electronic format should have adequate password protection.

Personnel records are subject to disclosure only as provided in this policy, the Records Maintenance and Release Policy, or according to applicable discovery guidelines.

Nothing in this policy is intended to preclude review of personnel records by the City Administrator or representatives of the City in connection with official business.

502.7.1 REQUESTS FOR DISCLOSURE

Any employee receiving a request for a personnel record shall promptly notify Human Resources or other person charged with the maintenance of such records.

Upon receipt of any such request, the responsible person shall notify the affected employee as soon as practicable that such a request has been made.

The responsible person shall further ensure that an appropriate response to the request is made in a timely manner, consistent with applicable law. In many cases, this may require assistance of available legal counsel.

All requests for disclosure that result in access to an employee's personnel records shall be logged in the corresponding file.

502.8 EMPLOYEES' ACCESS TO THEIR PERSONNEL RECORDS

Employees may request access to their own personnel records during the normal business hours of those responsible for maintaining such files. Employees seeking the removal of any item from their personnel records should contact Human Resources, who will then refer the request to the City Administrator and/or City Attorney. The City should remove any such item if appropriate, or within 30 days provide the employee with a written explanation of why the contested item will not be removed. If the contested item is not removed from the file, the employee's request and the written response from the City should be retained with the contested item in the employee's corresponding personnel record.

Employees may be restricted from accessing files containing certain information (e.g., ongoing investigations to the extent that it could jeopardize or compromise the investigation).

502.9 RETENTION AND PURGING

Personnel records shall be maintained in accordance with the established records retention schedule:

(a) During the preparation of each employee's performance evaluation, all personnel complaints and disciplinary actions should be reviewed to determine the relevancy, if any, to progressive discipline, training, and career development. Each supervisor responsible for completing the employee's performance evaluation should determine

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Personnel Records

- whether any prior sustained disciplinary file should be retained beyond the required period for reasons other than pending litigation or other ongoing legal proceedings.
- (b) If a supervisor determines that records of prior discipline should be retained beyond the required period, approval for such retention should be obtained from the City Administrator.
- (c) If, in the opinion of the City Administrator, a personnel complaint or disciplinary action maintained beyond the required retention period is no longer relevant, all records of such matter may be destroyed in accordance with the established records retention schedule.
- (d) Employees wishing to expunge certain records from their personnel file shall submit their request in writing to Human Resources.



Inspection of City Records by the General Public

503.1 PURPOSE AND SCOPE

This policy provides general guidance regarding requests by the general public to view or inspect certain city records.

503.2 POLICY

It shall be the policy of the City to provide of the City to provide the general public with access to public information in accordance with provisions in State Law (Govt. Code Sections 6253.5 and 6254).

503.3 RECORDS WHICH ARE EXEMPT FROM PUBLIC INSPECTION

The following City records shall be considered exempt from this guideline in accordance with Section 6253.5 and 6254 of the Government Code of the State of California:

- (a) Preliminary drafts, notes, or inter-office of intra-office memoranda which are not retained by the public agency in the ordinary course of business, proved that the public interest in withholding such records clearly outweighs the public interest iQ disclosure;
- (b) Records pertaining to pending litigation to which the City is a party, or claims made pursuant to Division 3.6 (Commencing with Section 810) of Title I of the Government Code, untilsuch litigation or claim has been finally adjudicated or otherwise settled;
- (c) Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;
- (d) Records that are contained in or related to:
 - Application filed with any state agency responsible for the regulation or supervision of the issuance of securities or of financial institutions, including, but not limited to, banks, savings and loan associations, industrial loan companies, credit unions, and insurance companies;
 - 2. Examination, operating, or condition reports prepared by, on behalf of, or for the use of any state agency referred to in Paragraph (1).
 - 3. Preliminary drafts, notes, or interagency or interagency communications prepared by, on behalf of, or for the use of any state agency referred to in
 - 4. Information received in confidence by any state agency referred to in Paragraph (1).
- Geological and geophysical data, plant production data and similar information relating to utility systems development, or market or crop reports, which are obtained in confidence from any persons;
 - 1. Records of complaints to or investigations conducted by, or records of intelligence information or security guidelines of, the office of the Attorney

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Inspection of City Records by the General Public

General and the Department of Justice, and any state or local police agency, or any such investigatory or security files complied by any other state or local agency for correctional, law enforcement or licensingpurposes, except that local police agencies shall disclose the names and addresses of persons involved in, or witnesses other than confidential informants to, the incident, the description of any property involved, the date, time, andlocation of the incident, all diagrams, statements of the parties involved in the incident, all diagrams, statements of all witnesses, other than confidential informants, to the persons involved in an incident, or an authorized representative thereof, and insurance carrier against which a claim has been or might be made, and any person suffering bodily injury or property damage as the result of the incident caused by arson, burglary, fire, explosion, robbery, vandalism, or a crime of violence as defined by subdivision (b) of Section 13960, unless the disclosure would endanger the safety of a witness or would endanger the successful completion of the investigation or a related investigation;

- (f) Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination;
- (g) The contents of real estate appraisals, engineering orfeasibility estimates and evaluations made for or by the state or locat agency relative to the acquisition of the property, or tö prospective public supply and construction contracts, until such time as all of the property has been acquired or all of the contract agreement obtained, provided, however, the law of eminent domain shall not be affected by this provision;
- (h) Information required from any taxpayer in connection with the collection of local taxes which is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying such information;
- Library and museum materials made or acquired and presented solely for reference or exhibition purposes;
- Records the disclosure of which is exempted or prohibited pursuant to provisions of federal or state law, including, but not limited to, provisions of the evidence Code relating to privilege;
- (k) Correspondence of and to the Governor or employees of the Governor's office or in the custody of or maintained by the Governor's legal affairs secretary, provided public records shall not be transferred to the custody of the Governor's legal affairs secretary to evade the disclosure provisions of this chapter.
- (I) In the custody or maintained by the Legislative Counsel;
- (m) Statements of personal worth or personal financial data required by a licensing agency and filed by an applicant with such licensing agency to establish his personal qualification for the license, certificate, or permit applied for;
- (n) City initiative, referendum and recall petitions and all memoranda prepared by the County Clerk in the examinations of such petitions indicating which registered voters have signed particular petitions, except that the City Clerk or his/her representative having the duty of receiving, examining or preserving such petitions may inspect them.

Item 7.

City of Oroville

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Inspection of City Records by the General Public

503.4 GUIDELINE

Refer to the Records Maintenance and Release policy.

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Chapter 6 - Personnel

City of Oroville Government Policy Manual

Recruitment and Selection

600.1 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection process. This policy supplements other city rules governing employment practices.

600.2 POLICY

In accordance with applicable federal, state, and local law, the City provides equal opportunities for applicants and employees, regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The City does not show partiality or grant any special status to any applicant, employee, or group of employees unless otherwise required by law.

The City will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

600.3 RECRUITMENT

The City Administrator should employ a comprehensive recruitment and selection strategy to recruit and select employees from a qualified and diverse pool of candidates.

The strategy should include:

- (a) Identification of racially and culturally diverse target markets.
- (b) Use of marketing strategies to target diverse applicant pools.
- (c) Expanded use of technology and maintenance of a strong internet presence. This may include an interactive city website and the use of city-managed social networking sites, if resources permit.
- (d) Expanded outreach through partnerships with media, community groups, local colleges, universities, and the military.
- (e) Posting and outreach within the City for internal candidates, when applicable and/or required.
- (f) Use of local, state, or national professional organizations (e.g., National League of Cities, National Association of Counties, American Society for Public Administration).

The City should avoid advertising, recruiting, and screening practices that tend to stereotype, focus on homogeneous applicant pools, or screen applicants in a discriminatory manner.

The City strives to facilitate and expedite the interview and selection process, and should periodically inform candidates of their status in the recruiting process.

Recruitment and Selection

600.4 SELECTION

The City should actively strive to identify a diverse group of candidates who have in some manner distinguished themselves as being outstanding prospects. Minimally, the City should employ a comprehensive screening, background investigation, and selection process that assesses the candidates' aptitude for the position and includes review and verification of the following:

- (a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, and military record)
- (b) Driving record (if applicable to the position)
- (c) Reference checks
- (d) Employment eligibility, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents. This required documentation should not be requested until a candidate is hired. This does not prohibit obtaining documents required for other purposes
- (e) Information obtained from public internet sites
- (f) Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.)
- (g) Local, state, and federal criminal history record checks
- (h) Medical and/or psychological examination, as applicable and legally permissible (shall only be given after a conditional offer of employment)
- (i) Review board or selection committee assessment

600.4.1 VETERAN PREFERENCE

The City will provide any veteran preference required by law.

600.5 BACKGROUND INVESTIGATION

The City complies with all State and federal regulations governing pre employment background checks. Candidates being considered for an offer of employment shall undergo a background investigation to verify the candidate's application information and ability to perform duties relevant to the position. Certain positions may have more intensive background check requirements.

600.5.1 NOTICES

Background investigators should ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA and applicable state law (15 USC § 1681d).

600.5.2 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private, or protected information, the City should not require candidates to provide passwords, account information, or access to password-protected social media accounts.

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Recruitment and Selection

The City should consider utilizing the services of an appropriately trained and experienced third party to conduct open source, internet-based searches and/or review information from social media sites to ensure that:

- (a) The legal rights of candidates are protected.
- (b) Material and information to be considered are verified, accurate, and validated.
- (c) The City fully complies with applicable privacy protections and local, state, and federal law.

Regardless of whether a third party is used, the City Administrator or the authorized designee should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

600.5.3 RECORDS RETENTION

The background report and all supporting documentation should be maintained in accordance with the established records retention schedule.

600.5.4 DOCUMENTING AND REPORTING

The background investigator should summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report should not include any information that is prohibited from use, including that from social media sites, in making employment decisions. The report and all supporting documentation should be included in the candidate's background investigation file.

600.6 EMPLOYMENT STANDARDS

All candidates shall meet any minimum standards required by state and local law. Candidates will be evaluated based on merit, ability, competence, and experience, in accordance with the high standards of integrity and ethics valued by the City and the community.

Validated, job-related, and nondiscriminatory employment standards should be established and maintained for each job classification and should minimally identify the training, abilities, knowledge, and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation.

600.7 JOB DESCRIPTIONS

The City Administrator or the authorized designee should maintain a current job description for each position in the City.

Job descriptions can be found at City of Oroville Job Descriptions.

600.8 PROBATIONARY PERIODS

All appointments shall be tentative and subject to a probationary period of not less than twelve (12) months actual service. EXCEPTION: Safety Personnel (Sworn Police) shall have a probationary

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Recruitment and Selection

period of eighteen (18) months actual service. Promotional appointments shall serve a six (6) month probationary period in the new position, except for Police who shall serve 12 months. Any absence without pay exceeding forty (40) hours shall cause the employee's probationary period to be extended by a corresponding amount of time.

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The City Administrator or the authorized designee should coordinate with supervisors to identify positions subject to probationary periods and guidelines for:

- (a) Appraising performance during probation.
- (b) Assessing the level of performance required to complete probation.
- (c) Documenting successful or unsuccessful completion of probation.

600.8.1 REGULAR APPOINTMENT

The Personnel Officer or designee shall notify the Department Head of the expiration of any probationary period at least four (4) weeks prior to the expiration of the probationary period. If the service of the probationary employee has been satisfactory, the employee shall be appointed to Regular status.

600.8.2 REJECTION OF PROBATIONARY EMPLOYEES

During the probationary period, with the approval of the City Administrator, an employee may be rejected at any time by the Personnel Officer, without cause and without the right of appeal. Notification of rejection shall be served by the Personnel Officer on the probationary employee.

600.8.3 REJECTION FOLLOWING PROMOTION

Any employee rejected during the probationary period without cause following a promotional appointment, shall be reinstated to the position in which they held permanent status from which the employee was promoted provided there is a vacancy. If a vacant position does not exist, the permanent employee may be allowed to bump a newly hired probationary employee, at the discretion of Department Head. Any employee displaced shall be placed on a re-employment list to await appointment to a vacant position. City would like to have some flexibility here.

600.8.4 PROBATIONARY EVALUATION

Probationary employees shall be evaluated every six months through out the period of probation as outlined. During this period the employee shall receive, in writing, an evaluation of their performance. Safety personnel shall be evaluated every three months up to twelve months, then again at 18 months, the end of their probation. Failure to receive interim evaluations during a probationary period does not result in the automatic successful completion of said probationary period.

City of Oroville Government Policy Manual

Performance Evaluations

601.1 PURPOSE AND SCOPE

This policy provides guidelines for the City performance evaluation system.

601.2 POLICY

The City shall use a performance evaluation system to measure, document, and recognize work performance. The performance evaluation will serve as an objective guide for the recognition of good work and the development of a process for improvement.

The City evaluates employees in a nondiscriminatory manner based upon job-related factors specific to the employee's position, without regard to actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

601.3 TYPES OF EVALUATIONS

The City shall use the following types of evaluations:

Probationary - Probationary employees shall be evaluated every three months throughout the period of probation as outlined. During this period the employee shall receive, in writing, an evaluation of their performance. Safety personnel shall be evaluated every three months up to twelve months, then again at 18 months, the end of their probation.

Regular - An evaluation completed at regular intervals by the employee's immediate supervisor, minimally, on the anniversary of the date of hire or the last promotion.

When an employee transfers to a different assignment in the middle of an evaluation period and less than six months has transpired since the transfer, the evaluation should be completed by the current supervisor with input from the previous supervisor.

Special - An evaluation that may be completed at any time the supervisor and City Administrator or the authorized designee determine an evaluation is necessary to address less than standard performance. The evaluation may include a plan for follow-up action (e.g., performance improvement plan (PIP), remedial training, retraining).

601.3.1 RATINGS

When completing an evaluation, the supervisor will identify the rating category that best describes the employee's performance. The definition of each rating category is as follows:

Outstanding - Performance is well beyond that required for the position. It is exceptional performance, definitely superior or extraordinary.

Above Average - Performance is better than demonstrated by a competent employee. It is performance superior to what is required, but is not of such nature to warrant a rating of outstanding.

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Performance Evaluations

Satisfactory - Performance of a competent employee. It is satisfactory performance that meets the standards required of the position.

Needs improvement - Performance is less than the standards required of the position. A needs improvement rating shall be thoroughly discussed with the employee.

Unsatisfactory - Performance is inferior to the standards required of the position. It is inadequate or undesirable performance that cannot be allowed to continue.

Supervisor comments may be included in the evaluation to document the employee's strengths, weaknesses, and requirements for improvement. Any job dimension rating marked other than satisfactory shall be substantiated with supervisor comments.

601.3.2 PERFORMANCE IMPROVEMENT PLAN

Employees who receive an overall unsatisfactory or improvement needed rating may be subject to a PIP. The PIP shall delineate areas that need improvement, any improvement measures, and a timetable in which to demonstrate improvement. The issuing supervisor shall meet with the employee to review the employee's performance and the status of the PIP at least monthly.

601.4 EVALUATION PROCESS

Supervisors should meet with the employees they supervise at the beginning of the evaluation period to discuss expectations and establish performance standards. Each supervisor should discuss the tasks of the position, standards of expected performance, and the evaluation criteria with each employee.

Performance evaluations cover a specific period and should be based upon documented performance dimensions that are applicable to the duties and authorities granted to the employee during that period. Evaluations should be completed by each employee's immediate supervisor. Other supervisors directly familiar with the employee's performance during the rating period should be consulted by the evaluating supervisor for input.

Assessment of an employee's job performance is an ongoing process. Continued coaching and feedback provides supervisors and employees with opportunities to correct performance issues as they arise and to acknowledge good work. Periodic discussions with the employee during the course of the evaluation period are encouraged. Supervisors should document all discussions in the prescribed manner.

Non-probationary employees demonstrating substandard performance shall be notified in writing as soon as possible in order to have an opportunity to remediate the issues. Such notification should occur at the earliest opportunity, with the goal being a minimum of 90 days' written notice prior to the end of the evaluation period.

All supervisors shall receive training on performance evaluations within one year of a supervisory appointment.

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Performance Evaluations

601.4.1 UNSATISFACTORY PERFORMANCE EVALUATION

If an employee is rated overall as below expected levels of performance, the Personnel Officer may recommend that the employee's next scheduled merit increase be withheld. If it is the end of the employee's probationary period, the Personnel Officer may extend the employee's probationary period one time for a one (1) to six (6) month period of time for further training and evaluation with recommendation of department head and approval of Personnel Officer.

The supervisor shall take appropriate and immediate steps to assist and improve, or correct, the performance or conduct which has been rated as not meeting required standards. Failure by the employee to demonstrate satisfactory effort toward improvement, if substantiated, shall be considered as cause for appropriate disciplinary action.

601.5 EVALUATION FREQUENCY

Supervisors shall evaluate all regular employees they supervise at least once every year on the anniversary of the employee's date of appointment or hire.

Those employees who are required to successfully complete a probationary period should be evaluated quarterly.

601.5.1 EVALUATION SCHEDULE

The City of Oroville highly values its employees and believes in their right to know what is expected from them, how well they meet the expectations, and what their prospective future is within the organization.

- (a) The probationary period of the employee shall also serve as the training period. Probationary employees shall be evaluated throughout the period of probation and in writing every three months up to the twelve months to complete the probationary period. Safety personnel will be evaluated as stated above, except safety personnel shall be evaluated again at the end of their probationary period of eighteen months.
- (b) All regular employees of the City shall have a development interview with their supervisor annually. At this interview the employee and employer will review the employee's performance as measured to the Performance Standards assigned to their job classification.
- (c) Supplemental evaluations may be conducted as deemed necessary by the supervisor or Personnel Officer at any time during the period of employment.

601.6 EVALUATION INTERVIEW

When the supervisor has completed an evaluation, a private discussion of the evaluation should be scheduled with the employee. The supervisor should discuss the evaluation ratings and respond to any questions the employee may have. The supervisor should provide relevant counseling regarding advancement, specialty positions, and training opportunities. Any performance areas in need of improvement and goals for reaching the expected level of performance should be identified and discussed. If the employee has reasonable objections to any of the ratings, the employee can check the box on the evaluation form giving notice that the employee does not concur with the

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Performance Evaluations

conclusions and request to discuss the evaluation with the personnel officer or the department head.

Employees may write comments in an identified section of the evaluation marked "Employee Comments". The supervisor and employee will sign and date the evaluation.

601.6.1 DISCRIMINATORY HARASSMENT FORM

At the time of each employee's evaluation, the supervisor shall provide access to and require the employee to read the City Discriminatory Harassment Policy. The supervisor shall give the employee a form to be completed and returned that acknowledges the following:

- (a) The employee understands the policy.
- (b) The employee has had all questions regarding the policy sufficiently addressed.
- (c) The employee knows how to report alleged harassment and discrimination policy violations.
- (d) Whether the employee has been the subject of, or witness to, any unreported conduct that may violate the policy.

The completed form should be returned to the supervisor (or other authorized individual if the employee is uncomfortable returning the form to the presenting supervisor) within one week. If the employee has expressed any questions or concerns, the receiving supervisor or other authorized individual shall ensure that appropriate follow-up action is taken.

601.7 REBUTTAL

An employee who disagrees with an evaluation may provide a formal written response that will be attached to the evaluation.

City Administrator

601.8 CHAIN OF REVIEW

The signed performance evaluation and any employee attachment should be forwarded to the department head. The department head shall review the evaluation for fairness, impartiality, uniformity, and consistency, and shall consider any written response or appeal made by the employee.

The department head should evaluate the supervisor on the quality of ratings given.

601.9 RETENTION AND DISTRIBUTION

The original performance evaluation and any original correspondence related to a rebuttal shall be maintained in accordance with the Personnel Records Policy.

A copy of the evaluation and any documentation of a related rebuttal shall be provided to the employee.



Discriminatory Harassment

602.1 PURPOSE AND SCOPE

The purpose of this policy is to prevent city employees from being subjected to discriminatory harassment, including sexual harassment and retaliation. Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.

602.2 POLICY

The City is an equal opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation. The City will not tolerate discrimination against an employee in hiring, promotion, discharge, compensation, fringe benefits, and other privileges of employment. The City will take preventive and corrective action to address any behavior that violates this policy or the rights and privileges it is designed to protect.

The nondiscrimination policies of the City may be more comprehensive than state or federal law. Conduct that violates this policy may not violate state or federal law but still could subject an employee to discipline.

602.3 DEFINITIONS

Definitions related to this policy include:

602.3.1 DISCRIMINATION

The City prohibits all forms of discrimination, including any employment-related action by an employee that adversely affects an applicant or employee and is based on actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include making derogatory comments; making crude and offensive statements or remarks; making slurs or off-color jokes; stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters, or material; making inappropriate physical contact; or using written material or city equipment and/or systems to transmit or receive offensive material, statements, or pictures. Such conduct is contrary to city policy and to a work environment that is free of discrimination.

602.3.2 RETALIATION

Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because the person has engaged in protected activity, filed a charge of discrimination,

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Discriminatory Harassment

participated in an investigation, or opposed a discriminatory practice. Retaliation will not be tolerated.

602.3.3 SEXUAL HARASSMENT

The City prohibits all forms of discrimination and discriminatory harassment, including sexual harassment. It is unlawful to harass an applicant or an employee because of that person's sex.

Sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly as a term or condition of employment, position, or compensation.
- (b) Submission to, or rejection of, such conduct is used as the basis for any employment decisions affecting the employee.
- (c) Such conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.

602.3.4 ADDITIONAL CONSIDERATIONS

Discrimination and discriminatory harassment do not include actions that are in accordance with established rules, principles, or standards, including:

- (a) Acts or omission of acts based solely upon bona fide occupational qualifications under the Equal Employment Opportunity Commission and any related state agency guidelines.
- (b) Bona fide requests or demands by a supervisor that an employee improve work quality or output, that the employee report to the job site on time, that the employee comply with City or department rules or regulations, or any other appropriate work-related communication between supervisor and employee.

602.4 RESPONSIBILITIES

This policy applies to all city employees, who shall follow the intent of these guidelines in a manner that reflects city policy, professional standards, and the best interest of the City and its mission.

Employees are encouraged to promptly report any discriminatory, retaliatory, or harassing conduct or known violations of this policy to a supervisor. Any employee who is not comfortable with reporting violations of this policy to an immediate supervisor may make the report to a higher-ranking supervisor, manager, or Human Resources Manager. Complaints may also be filed with the City Administrator.

Any employee who believes, in good faith, that the employee has been discriminated against, harassed, or subjected to retaliation, or who has observed harassment, discrimination, or retaliation, is encouraged to promptly report such conduct in accordance with the guidelines set forth in this policy.

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Discriminatory Harassment

Supervisors and managers receiving information regarding alleged violations of this policy shall determine if there is any basis for the allegation and shall proceed with a resolution as stated below.

602.4.1 QUESTIONS OR CLARIFICATION

Employees with questions regarding what constitutes discrimination, sexual harassment, or retaliation are encouraged to contact a supervisor, a manager, Human Resources Manager, or the City Administrator for further information, direction, or clarification.

602.4.2 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors and managers shall include but are not limited to:

- (a) Continually monitoring the work environment and striving to ensure that it is free from all types of unlawful discrimination, including harassment or retaliation.
- (b) Taking prompt, appropriate action within their work units to avoid and minimize the incidence of any form of discrimination, harassment, or retaliation.
- (c) Ensuring that their subordinates understand their responsibilities under this policy.
- (d) Ensuring that employees who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.
- (e) Making a timely determination regarding the substance of any allegation based upon all available facts.
- (f) Notifying Human Resources and the City Administrator in writing of the circumstances surrounding any reported allegations or observed acts of discrimination, harassment, or retaliation no later than the next business day.

602.4.3 SUPERVISOR'S ROLE

Supervisors and managers shall be aware of the following:

- Behavior of supervisors and managers should represent the values of the City and professional standards.
- (b) False or mistaken accusations of discrimination, harassment, or retaliation can have negative effects on the careers of innocent employees.

Nothing in this section shall be construed to prevent supervisors or managers from discharging supervisory or management responsibilities, such as determining assignments, evaluating or counseling employees, or issuing discipline in a manner that is consistent with established guidelines.

602.5 INVESTIGATION OF COMPLAINTS

Various methods of resolution exist. During the pendency of any such investigation, the supervisor of the involved employee should take prompt and reasonable steps to mitigate or eliminate any continuing abusive or hostile work environment. All complaints of discrimination, retaliation, or harassment should be fully documented and promptly and thoroughly investigated.

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Discriminatory Harassment

602.5.1 SUPERVISORY RESOLUTION

Employees who believe they are experiencing discrimination, harassment, or retaliation should be encouraged to inform the individual that the behavior is unwelcome, offensive, unprofessional, or inappropriate. However, if the employee feels uncomfortable or threatened or has difficulty expressing the employee's concern, or if this does not resolve the concern, assistance should be sought from a supervisor or manager who is a rank higher than the alleged transgressor.

602.5.2 FORMAL INVESTIGATION

If the complaint cannot be satisfactorily resolved through the supervisory resolution process, a formal investigation will be conducted.

The person assigned to investigate the complaint will have full authority to investigate all aspects of the complaint. Investigative authority includes access to records and the cooperation of any employees involved. No influence will be used to suppress any complaint and no employee will be subject to retaliation or reprisal for filing a complaint, encouraging others to file a complaint, or for offering testimony or evidence in any investigation.

Formal investigation of the complaint will be confidential to the extent possible and will include but is not limited to details of the specific incident, frequency and dates of occurrences, and names of any witnesses. Witnesses will be advised regarding the prohibition against retaliation, and that a disciplinary process, up to and including termination, may result if retaliation occurs.

Employees who believe they have been discriminated against, harassed, or retaliated against because of their protected status are encouraged to file a complaint with their immediate supervisor but may also file a complaint directly with the City Administrator or Human Resource Manager.

602.5.3 ALTERNATIVE COMPLAINT PROCESS

No provision of this policy shall be construed to prevent any employee from seeking legal redress outside the City. Employees who believe that they have been harassed, discriminated, or retaliated against are entitled to bring complaints of employment discrimination to federal, state, and/or local agencies responsible for investigating such allegations. Specific time limitations apply to the filing of such charges. Employees are advised that proceeding with complaints under the provisions of this policy does not in any way affect those filing requirements.

602.6 DOCUMENTATION OF COMPLAINTS

All complaints or allegations shall be thoroughly documented on the appropriate forms or other form of written communication and in a manner designated by the City Administrator. The outcome of all reports shall be:

- (a) Approved by the City Administrator.
- (b) Maintained in accordance with the established records retention schedule.

Government Policy Manual

Discriminatory Harassment

602.6.1 NOTIFICATION OF DISPOSITION

The complainant and/or victim will be notified in writing of the outcome of the investigation stating whether or not the complaint was sustained.

602.7 TRAINING

All new employees shall be provided with a copy of this policy as part of their orientation. The policy shall be reviewed with each new employee. The employee shall certify by signing the prescribed form that the employee has been advised of this policy, is aware of and understands its contents, and agrees to abide by its provisions during the employee's term with the City.

Because of the tremendous importance of a workplace free from any form of unlawful harassment, this policy shall be reviewed by each supervisor or manager to their personnel on a quarterly basis. Additionally, during each employee's annual performance evaluation, this policy shall be fully discussed with each employee to ensure that its contents are known and understood by the employee. All employees who receive this shall receive annual training on the requirements of this policy and shall certify by signing the prescribed form that they have reviewed the policy, understand its contents, and agree that they will continue to abide by its provisions.

City of Oroville Government Policy Manual

Grievances

603.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the city grievance system. The grievance system is intended to facilitate communication and to promptly and equitably address employee grievances in the workplace.

603.1.1 GRIEVANCE DEFINED

A grievance is a difference of opinion or dispute regarding the meaning, interpretation, or application of any of the following:

- Current employment agreements
- This Policy Manual
- Rules and regulations governing personnel practices or working conditions
- Workplace issues that do not amount to misconduct

Specifically outside the category of grievances are complaints related to allegations of discrimination or harassment subject to the Discriminatory Harassment Policy. Also outside the category of grievances are personnel complaints regarding any allegation of misconduct or improper job performance against any city employee that, if true, would constitute a violation of city policy or federal, state, or local law.

603.2 POLICY

It is the policy of the City to provide a just and equitable system for the prompt handling of employee grievances without discrimination, coercion, restraint, or retaliation against any employee who submits or is otherwise involved in a grievance.

603.3 PROCESS

Grievances may be brought by an individual employee or by an employee group representative. Employees may have representation during the grievance process.

Except as otherwise required under current employment agreements, if an employee wishes to initiate a grievance as defined above, that employee shall:

- (a) Attempt to resolve the issue through informal discussion with the employee's immediate supervisor.
- (b) If after a reasonable amount of time, generally seven days, the grievance cannot be settled by the immediate supervisor, the employee may request an interview with the head of the department.
- (c) If a successful resolution is not found with the head of the department, the employee may appeal to the City Administrator using the guideline in section d below within seven days.

- (d) The Employee shall submit a written statement of the grievance to the City Administrator as follows:
- (e) City Administrator
 - Include copies of all grievance documents from earlier stages. City Administrator and
 - 2. Include the following information in the written statement:
 - (a) The basis for the grievance.
 - (b) The allegation of any specific wrongful act and the harm done.
 - (c) The specific policies, rules, or regulations at issue.
 - (d) The remedy or goal being sought by the grievance.
 - (e)
- (f) 1. The City Administrator should review the grievance. The City Administrator may conduct whatever further inquiry he or she deems necessary or appropriate and may request to meet with the grievant to obtain additional information. After that review, the City Administrator should respond to the employee within 14 calendar days.
 - (a) The response will be in writing, and will affirm or deny the allegations.
 - (b) The response shall include any remedies, if appropriate.
 - (c) The decision of the City Administrator is considered final.

603.4 GRIEVANCE RECORDS

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Human Resources Manager for inclusion in a secure file for all written grievances.

603.5 POLICY OR TRAINING IMPLICATIONS

If an employee who participates in the grievance review process identifies any issue that may warrant an immediate revision to this Policy Manual, a procedural change, or an immediate training need, the employee should promptly notify the Human Resources Manager in the memorandum.

603.6 GRIEVANCE AUDITS

The Human Resources Manager should perform an audit of the grievance to evaluate whether any change in policy, guideline, or training may be appropriate to avoid future grievances. The evaluation should be documented in a confidential memorandum to the City Administrator without including any identifying information about any individual grievance.

City of Oroville Government Policy Manual

Anti-Retaliation

604.1 PURPOSE AND SCOPE

This policy prohibits retaliation against employees who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement, or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety, or well-being of employees.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit employees' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of an employee pursuant to any applicable federal law, provision of the U.S. Constitution, state and local law, ordinance, or current employment agreement.

604.2 POLICY

The City has a zero tolerance for retaliation and is committed to taking reasonable steps to protect from retaliation employees who, in good faith, engage in permitted behavior or who report or participate in the reporting or investigation of workplace issues. All complaints of retaliation will be taken seriously and will be promptly and appropriately investigated.

604.3 RETALIATION PROHIBITED

No employee may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory, or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation includes any adverse action or conduct, including but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.
- Shunning or unreasonably avoiding a person because the person has engaged in protected activity.

Anti-Retaliation

604.4 COMPLAINTS OF RETALIATION

Any employee who feels retaliated against in violation of this policy should promptly report the matter to any supervisor, Human Resources, or the City Administrator or the authorized designee.

Employees shall act in good faith, not engage in unwarranted reporting of trivial or minor deviations or transgressions, and make reasonable efforts to verify facts before making any complaint in order to avoid baseless allegations. Employees shall not report or state an intention to report information or an allegation knowing it to be false or with willful or reckless disregard for the truth or falsity of the information, or otherwise act in bad faith.

Investigations are generally more effective when the identity of the reporting employee is known, thereby allowing investigators to obtain additional information from the reporting employee. However, complaints may be made anonymously. All reasonable efforts shall be made to protect the reporting employee's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a complaint. In some situations, the investigative process may not be complete unless the source of the information and a statement by the employee are part of the investigative process.

604.5 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include but are not limited to:

- (a) Ensuring complaints of retaliation are investigated.
- (b) Receiving all complaints in a fair and impartial manner.
- (c) Documenting the complaint and any steps taken to resolve the problem.
- (d) Acknowledging receipt of the complaint, notifying the City Administrator, Human Resources, or the authorized designee, and explaining to the employee how the complaint will be handled.
- (e) Taking appropriate and reasonable steps to mitigate any further violations of this policy.
- (f) Monitoring the work environment to ensure that any employee making a complaint is not subjected to further retaliation.
- (g) Periodic follow-up with the complainant to ensure that retaliation is not continuing.
- (h) Not interfering with or denying the right of an employee to make any complaint.
- (i) Taking reasonable steps to accommodate requests for assignment or schedule changes made by an employee who may be the target of retaliation if it would likely mitigate the potential for further violations of this policy.

604.6 COMPLAINT PROCESS

The City Administrator should communicate to all supervisors the prohibition against retaliation.

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Anti-Retaliation

Supervisors shall treat all complaints as serious matters and shall ensure that prompt actions take place, including but not limited to:

- (a) Communicating to all employees the prohibition against retaliation.
- (b) The timely review of complaint investigations.
- (c) Remediation of any inappropriate conduct or condition and instituting measures to eliminate or minimize the likelihood of recurrence.
- (d) The timely communication of the outcome to the complainant.

604.7 WHISTLE-BLOWING

Employees who believe they have been the subject of retaliation for engaging in protected behaviors should promptly report it to a supervisor or Human Resources. Supervisors should refer the complaint to the City Administrator and Human Resources, or the authorized designee for investigation.

604.8 RECORDS RETENTION AND RELEASE

Human Resources shall ensure that documentation of investigations is maintained in accordance with the established records retention schedules.

604.9 TRAINING

This policy should be reviewed with each new employee.

All employees should receive periodic refresher training on the requirements of this policy.



Drug-and Alcohol- Free Workplace

605.1 PURPOSE AND SCOPE

The purpose of this policy is to establish clear and uniform guidelines regarding drugs and alcohol in the workplace (41 USC § 8103). This policy is to assure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs. "The Drug-Free Workplace Act of 1990" (Government Code Section 8350 et seq.), requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to Federal authorities.

605.1.1 DEFINITIONS

Accident - means an unintended happening or mishap where there is loss of human life (regardless of fault), bodily injury, significant property damage, or an injury as defined by Workers' Compensation Guidelines.

Alcohol - means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

Alcohol Use - means consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

Chain of Custody - means theguidelines to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

City - means the CITY OF OROVILLE.

City Time - means any period of time in which the employee is actually performing, ready to perform, or immediately available to perform any job functions.

Collection Site - means a place designated by the City where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

Confirmation Test - means a second analytical guideline to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (CG/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

Controlled Substance (Drug) Test - A method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled

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Drug-and Alcohol- Free Workplace

substance test may be either an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Alcohol	0.02	grams
Amphetamines	1000	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml
Cocaine Metabolites	300	ng/ml
Marijuana Metabolites	50	ng/ml
Methadone	300	ng/ml
Methaqualone	300	ng/ml
Opiates	2000	ng/ml
Phencyclidine	25	ng/ml
Propoxyphene	50	ng/ml

A confirmation drug testing is a second analytical guideline to detect the presence of a specific drug or its metabolite. The confirmation guideline is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Alcohol	0.04	grams
Amphetamines		
Amphetamine	500	ng/ml
Methamphetamine (1)	500	ng/ml
Barbiturates	200	ng/ml
Benzodiazepines	200	ng/ml
Cocaine Metabolites (2)	150	ng/ml
Marijuana Metabolite (THC) (3)	15	ng/ml
Methadone	200	ng/ml
Methaqualone	200	ng/ml
Opiates		
Morphine	2000	ng/ml
Codeine	2000	ng/ml
6-Acetylmorphine (4)	10	ng/ml
Phencyclidine	25	ng/ml
Propyxyphene	200	ng/ml

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- (a) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml
- (b) Benzoylecgonine
- (c) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (d) Test for 6-Acetylmorphine when morphine concentration exceeds 2000 ng/ml

Covered Employee - means a person including a volunteer, applicant, or transferee, who performs a job function for the City.

Department of Transportation Guidelines - the guidelines for controlled substance and alcohol testing (49 CFR Part 40) in all the transportation industries.

Driver - means any person who operates a motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer.

Drug (Controlled Substance) Metabolite - means the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

Employee Assistance Professional (EAP) - An employee assistance professional is an individual who assists the work organization, its employees and their family members with personal and behavioral problems including, but not limited to: health, marital, family, financial, alcohol, drug, legal emotional, stress, or other personal concerns which may adversely affect employee job performance and productivity.

Employee Assistance Program - An employee assistance program (EAP) is a worksite based program designed to assist in the identification and resolution of productivity problems associated with employees impaired by personal concerns including, but not limited to: health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal concerns which may adversely affect employee job performance.

The specific core activities of EAP's include:

- (a) Expert consultation and training to appropriate persons in the identification and resolution of job-performance issues related to the aforementioned employee personal concerns, and confidential, appropriate and timely problem assessment services;
- (b) Referrals for appropriate diagnosis, treatment and assistance;
- (c) The formation of linkages between workplace and community resources that provide such services; and w follow-up services for employees who use those services.

Equipment - means any and all machinery, material, gear and the like in and/or around the City plants, on City premises, or on customer property and/or premises.

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Medical Review Officer (MRO) - means a licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

Post-Accident Controlled Substance Testing - conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Accident.

Pre-Employment Controlled Substance Testing -conducted before applicants are hired or after an offer to hire, but before actually performing any functions for the first time.

Prohibited Drugs (Controlled Substances) - means Alcohol, Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

Prohibited Substances - means and is synonymous to drug abuse and/or alcohol misuse or abuse.

Random Controlled Substance Testing - conducted on a random unannounced basis just before, during or just after performance of job functions.

Reasonable Suspicion Controlled Substance Testing - conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol misuse or controlled substance abuse.

Refuse to Submit (To a Controlled Substance Test) - means that a employee fails to provide an adequate urine sample for testing without a valid medical explanation after that employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test.)

Rehabilitation - The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the EAP and participation in EAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

Return-To-Duty and Follow-Up Controlled Substance Testing - conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returns to performing safety sensitive-duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the EAP recommendation.

Return-To-Duty Agreement - means a document agreed to and signed by the employer, employee and the Employee Assistance Professional that outlines the terms and conditions under which the employee may return to duty after having had a verified positive controlled substance test result.

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Screening (Initial) Test - means an immunoassay screen to eliminate negative urine specimens from further consideration.

Supervisor - means a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

Vehicle - means a bus, pickup truck, van, automobile or vessel used for transportation.

Workers' Compensation Guidelines - means the guidelines for determining the eligibility for workers' compensation benefits as determined by Labor Code and resulting case law.

605.2 POLICY

It is the policy of the City to provide a drug- and alcohol-free workplace for all employees and contractors. This policy applies to off-site lunch periods and breaks when an employee is scheduled to return to work.

605.3 PROHIBITED SUBSTANCE

- Drugs
 - Amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine (PCP), and propoxyphene.
- Alcohol
 - This use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any City business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

605.4 GENERAL GUIDELINES

Alcohol and drug use in the workplace or on city time can endanger the health and safety of city employees and the public.

Employees who have consumed any amount of an alcoholic beverage or taken any medication that may impair their mental or physical abilities, or combination thereof, shall not report for work. Affected employees shall notify an appropriate supervisor as soon as they are aware of an inability to report to work. If the employee is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the employee is adversely affected while at work, the employee shall be immediately removed and released from work (see the Work Restrictions section in this policy).

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605.4.1 USE OF MEDICATIONS

Employees should not use any medications that will impair their ability to safely and completely perform their work. Any employee who is medically required or has a need to take any such medication shall report that need to an immediate supervisor prior to commencing any work.

605.4.2 CANNABIS

Possession, use, or being under the influence of cannabis during work hours is prohibited and may lead to disciplinary action.

605.5 EMPLOYEE RESPONSIBILITIES

Employees shall report for work in an appropriate mental and physical condition. Employees are prohibited from purchasing, manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol on city premises or on city time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

No employee may report for duty or remain on duty when their ability to perform assigned functions are adversely affected by alcohol or when their alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty. No employee shall use alcohol within four hours of reporting for duty nor during hours that they are on call.

Employees shall notify a supervisor immediately if they observe behavior or other evidence that they believe demonstrates that a fellow employee is impaired during work hours due to drug or alcohol use.

Employees are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

605.6 EMPLOYEE ASSISTANCE PROGRAM

There may be available a voluntary employee assistance program to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the City Administrator, Human Resources, or the authorized designee, their insurance providers, or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

Any employee who tests positive for the presence of controlled substances will be assessed by an Employee Assistance Professional (EAP). The EAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If an employee is returned to duty following rehabilitation, they must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the EAP. The cost of any

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rehabilitation and subsequent controlled substance testing is borne by the employee and is on a one time basis only.

Treatment/Rehabilitation Program

An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

Positive Controlled Substance and/or Alcohol Test

A Rehabilitation Program is available for employees who have tested positive for a prohibited substance on a one-time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. When recommended by the Employee Assistance Professional (EAP), participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the EAP and agree to and sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the EAP but will not be shorter than one year or longer than five years.

Voluntary Admittance

All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. Requests must be submitted to an Administrator or his/her designee for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36-month period will result in termination from employment.

Participants in the rehabilitation program many use accumulated paid time off, vacation and floating holidays, if any.

605.6.1 TREATMENT/REHABILITATION PROGRAM

An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

Positive Controlled Substance and/or Alcohol Test: A Rehabilitation Program is available for employees who have tested positive for a prohibited substance on a one time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. When recommended by the Employee Assistance Professional

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(EAP), participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the EAP and agree to and sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the EAP but will not be shorter than one year or longer than five years.

605.6.2 VOLUNTARY ADMITTANCE

All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. Requests must be submitted to an Administrator or designee for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36 month period will result in termination from employment.

Participants in the rehabilitation program many use accumulated paid time off, vacation and floating holidays, if any.

605.7 WORK RESTRICTIONS

If an employee informs a supervisor of having consumed any alcohol, drug, or medication that could interfere with a safe and efficient job performance, the employee may be required to obtain clearance from a physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that an employee is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the employee from continuing work and shall ensure that the employee is safely transported away from the workplace.

Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from their job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to an Employee Assistance Professional (EAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

605.8 SCREENING TESTS

All employees are subject to controlled substance testing and alcohol testing. Any employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to a Employee Assistance Professional (EAP). Refusal to submit to a test can include an inability to provide a urine specimen

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without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Analytical urine controlled substance testing will be conducted as required under Department of Transportation guidelines. All employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident. In addition, all employees will be tested prior to returning to duty after failing a controlled substance test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by an Employee Assistance Professional (EAP). Employees shall also be subject to testing on randomly selected, unannounced basis.

A supervisor may require an employee to submit to a screening under any of the following circumstances:

- (a) The supervisor reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs that are impairing the employee's ability to perform work safely and efficiently.
- (b) The employee uses property owned or approved by the City in a manner that results in injury, death, or substantial property damage.
- (c) The employee drives a motor vehicle in the performance of the employee's work and becomes involved in an incident that results in bodily injury, death, or substantial damage to property.

605.8.1 SUPERVISOR RESPONSIBILITIES

The supervisor shall prepare a written record documenting the specific facts that led to the decision to require the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the employee.
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

605.8.2 DISCIPLINE

An employee may be subject to disciplinary action if the employee

- (a) Fails or refuses to submit to a screening test.
- (b) After taking a screening test that indicates the presence of a controlled substance, fails to provide proof, within 72 hours after being requested, of having taken the controlled substance as directed, pursuant to a current and lawful prescription issued in the employee's name.
- (c) An employee will be immediately terminated on the occurrence of a second verified positive test result.

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605.8.3 EMPLOYEES MAY BE TESTED UNDER ANY OF THE FOLLOWING CIRCUMSTANCES

Pre-Employment Testing

All applicants shall undergo urine controlled substance testing prior to employment. Receipt of a satisfactory test result is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment. Pre-Employment testing requirements will be conducted in compliance with current law.

Reasonable Suspicion Testing

- All employees will be subject to urine testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance while on duty. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:
 - Adequate documentation of unsatisfactory work performance or on-thejob behavior.
 - Physical signs and symptoms consistent with prohibited substance use.
 - Occurrence of a serious or potentially serious accident that may have been caused by human error while on duty.
 - Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation guidelines.
- Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in their work performance due to prohibited substance abuse or misuse.

Post-Accident Testing

- Employees will be required to undergo controlled substance testing if they are involved in an accident with any City equipment or City vehicle or personal vehicle when employee is driving for work related business that results in any damage, injury or fatality. This includes all employees who are on duty and operating the equipment or vehicle and any other employee whose performance could have contributed to the injury or accident. A post-accident test will be conducted if an accident results in injuries: (1) which requires medical treatment; (2) where one or more pieces of equipment or vehicles incur damage that requires extensive repair or towing; or (3) when required by Workers' Compensation Guidelines.
- Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will

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Drug-and Alcohol- Free Workplace

be considered to have refused the test and subject to termination. Post-accident testing of employees will include not only the operation personnel, but any other covered employees whose performance could have contributed to the accident.

Random Testing

Employees will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each employee will have an equal chance of being tested each time selections are made. Employees will be tested either just before departure, or during duty, or just after the employee has ceased performing their duty.

Return-to-Duty Testing

All employees who previously tested positive on a controlled substance test must test negative and be evaluated and released to duty by the Employee Assistance Professional (EAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance testing following returning to duty. The duration and frequency will be determined by the EAP. However, it shall not be less than 6 tests during the first I2 months, or longer than 60 months in total, following return to duty.

Employee Requested Testing

Any employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the original sample. All costs for such testing are to be paid by the employee unless the second test invalidated the original test. The employee's request for a retest must be made to the MRO within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

605.9 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving an employee, the City will take appropriate disciplinary action, up to and including dismissal, and/or requiring the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

605.10 CONFIDENTIALITY

The City recognizes the confidentiality and privacy due to its employees. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the employee involved or pursuant to lawful process.

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The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained in the employee's confidential medical file in accordance with the Personnel Records Policy.

605.11 RESOURCES

See attachment: Employee Function and Classification.pdf

See attachment: Reasonable Suspicion Procedures.pdf

605.11.1 CONTACT PERSON

Any questions regarding this policy should contact the following City representative:

Name: Liz Ehrenstrom

Title: Human Resource Manager

Address: 1735 Montgomery St., Oroville, CA 95965

Telephone: (530) 538-2407

City of Oroville Government Policy Manual

Communicable Diseases

606.1 PURPOSE AND SCOPE

This policy provides general guidelines to assist in minimizing the risk of employees contracting and/or spreading communicable diseases.

606.1.1 DEFINITIONS

Definitions related to this policy include:

Communicable disease - A human disease caused by microorganisms that are present in and transmissible through human blood, bodily fluid, or tissue, or by breathing or coughing. These diseases commonly include but are not limited to hepatitis B virus (HBV), HIV, and tuberculosis.

Exposure - When an eye, the mouth, a mucous membrane, or non-intact skin comes into contact with blood or other potentially infectious materials, or when these substances are injected or infused under the skin; when an individual is exposed to a person who has a disease that can be passed through the air by talking, sneezing, or coughing (e.g., tuberculosis), or the individual is in an area that was occupied by such a person. Exposure only includes those instances that occur due to an employee's position with the City. (See the exposure control plan for further details to assist in identifying whether an exposure has occurred.)

606.2 POLICY

The City is committed to providing a safe work environment for its employees. Employees should be aware that they are ultimately responsible for their own health and safety.

606.3 EXPOSURE CONTROL OFFICER

The City Administrator should assign a person as the Exposure Control Officer (ECO). The ECO is responsible for the development of an exposure control plan (Blood born pathogen policy is under review, possibly incorporate) that includes:

- (a) Exposure prevention and decontamination guideline procedures.
- (b) G <u>uideline</u> Procedures for when and how to obtain medical attention in the event of an exposure or suspected exposure.
- (c) The provision that city employees will have no-cost access to personal protective equipment (PPE) (e.g., gloves, face masks, eye protection, pocket masks) that is appropriate for each employee's position and risk of exposure.
- (d) Identification of exposure risks and reasonable efforts to reduce additional exposure.
- (e) Compliance with all relevant laws or regulations related to communicable diseases which may include the following:
 - 1. Responding to requests and notifications regarding exposures covered under the Ryan White law (42 USC § 300ff-133; 42 USC § 300ff-136)
 - 2. Bloodborne pathogen precautions, including exposure determination, if required (29 CFR 1910.1030)

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Communicable Diseases

The ECO should also act as the liaison with the state occupational health and safety authority and may request voluntary compliance inspections. The ECO should periodically review and update the exposure control plan and review implementation of the plan.

606.4 EXPOSURE PREVENTION AND MITIGATION

606.4.1 GENERAL PRECAUTIONS

All employees are expected to use good judgment and follow training and guidelines related to mitigating the risks associated with communicable disease. This includes but is not limited to (29 CFR 1910.1030:

- (a) Stocking disposable gloves, antiseptic hand cleanser, CPR masks, or other specialized equipment in the work area or city vehicles, as applicable.
- (b) Wearing city-approved disposable gloves when contact with blood, other potentially infectious materials, mucous membranes, and non-intact skin can be reasonably anticipated.
- (c) Washing hands immediately or as soon as feasible after removal of gloves or other PPE.
- (d) Treating all human blood and bodily fluids/tissue as if it is known to be infectious for a communicable disease.
- (e) Using an appropriate barrier device when providing CPR.
- (f) Using a face mask or shield if it is reasonable to anticipate an exposure to an airborne transmissible disease.
- (g) Decontaminating non-disposable equipment (e.g., clothing, shoes, work equipment) as soon as possible if the equipment is a potential source of exposure.
 - Clothing that has been contaminated by blood or other potentially infectious materials should be removed immediately or as soon as feasible and stored/ decontaminated appropriately.
- (h) Handling all sharps and items that cut or puncture (e.g., needles, broken glass, razors, knives) cautiously and using puncture-resistant containers for their storage and/or transportation.
- (i) Avoiding eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure.
- (j) Disposing of biohazardous waste appropriately or labeling biohazardous material properly when it is stored.

606.4.2 IMMUNIZATIONS

Employees who could be exposed to HBV due to their positions may receive the HBV vaccine and any routine booster at no cost (29 CFR 1910.1030). Additional immunizations may also be required or provided.

606.5 POST EXPOSURE

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Communicable Diseases

606.5.1 INITIAL POST-EXPOSURE STEPS

Employees who experience an exposure or suspected exposure shall (29 CFR 1910.1030):

- (a) Begin decontamination guidelines immediately (e.g., wash hands and any other skin with soap and water, flush mucous membranes with water).
- (b) Obtain medical attention as appropriate.
- (c) Notify a supervisor as soon as practical.

606.5.2 REPORTING REQUIREMENTS

Supervisors should investigate every exposure or suspected exposure that occurs as soon as possible following the incident. Supervisors should document the following information (29 CFR 1910.1030):

- (a) Identification of the employee exposed
- (b) Date and time of incident
- (c) Location of incident
- (d) Potentially infectious materials involved and the source of exposure (e.g., identification of the person who may have been the source)
- (e) Work being done during exposure
- (f) How the incident occurred or was caused
- (g) PPE in use at the time of the incident
- (h) Actions taken post-event (e.g., clean-up, notifications)

Supervisors should advise their employees that disclosing the identity and/or infectious status of a source to the public or to anyone who is not involved in the follow-up process is prohibited. Supervisors should complete the incident documentation in conjunction with other reporting requirements that may apply (see the Work-Related Illness and Injury Reporting and Illness and Injury Prevention policies).

606.5.3 MEDICAL CONSULTATION, EVALUATION, AND TREATMENT

City employees have the opportunity to have a confidential medical evaluation immediately after an exposure and follow-up evaluations as necessary.

The ECO should request a written opinion/evaluation from the treating medical professional that contains only the following information (29 CFR 1910.1030):

- (a) Whether the employee has been informed of the results of the evaluation.
- (b) Whether the employee has been notified of any medical conditions resulting from exposure to blood or other potentially infectious materials that require further evaluation or treatment.

No other information should be requested or accepted by the ECO.

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Communicable Diseases

606.5.4 COUNSELING

The City should provide the employee, and the employee's family if necessary, the opportunity for counseling and consultation regarding the exposure.

606.5.5 SOURCE TESTING

Testing a person for communicable diseases when that person was the source of an exposure should be done when it is desired by the exposed employee or when it is otherwise appropriate. Source testing is the responsibility of the ECO. If the ECO is unavailable to seek timely testing of the source, it is the responsibility of the exposed employee's supervisor to ensure testing is sought.

Source testing may be achieved by:

- (a) Obtaining consent from the individual.
- (b) Requesting assistance from local health authorities to obtain testing.
- (c) Acquiring a court order in accordance with state law.

Since there is the potential for overlap between the different manners in which source testing may occur, the ECO is responsible for coordinating the testing to prevent unnecessary or duplicate testing.

The ECO should seek the consent of the individual for testing and consult the City Administrator to discuss other options when no statute exists for compelling the source of an exposure to undergo testing if the individual refuses.

606.6 CONFIDENTIALITY OF REPORTS

Medical information shall remain in confidential files and not be disclosed to anyone without the employee's written consent (except as required by law). Test results from persons who may have been the source of an exposure are to be kept confidential as well (29 CFR 1910.1030).

606.7 TRAINING

Training regarding communicable diseases should be provided to employees commensurate with the requirements of their position. The training (29 CFR 1910.1030):

- (a) Should be provided at the time of initial assignment to tasks where an occupational exposure may take place and at least annually after the initial training.
- (b) Should be provided whenever the employee is assigned new tasks or guidelines affecting potential exposure to communicable disease.
- (c) Should provide guidance on what constitutes an exposure, what steps can be taken to avoid an exposure, and what steps should be taken if a suspected exposure occurs.

Smoking and Tobacco Use

607.1 PURPOSE AND SCOPE

This policy establishes limitations on smoking and the use of tobacco products by employees and others during work hours or while in city facilities or vehicles.

For the purpose of this policy, smoking and tobacco use includes but is not limited to any tobacco product, such as cigarettes, cigars, pipe tobacco, snuff, tobacco pouches, and chewing tobacco, as well as any device that is intended to simulate smoking, such as an electronic cigarette or personal vaporizer.

607.2 POLICY

The City recognizes that smoking and tobacco use is a health risk and can be offensive to others. All forms of smoking and tobacco use also present an unprofessional image for the City and its employees. Therefore, all forms of smoking and tobacco use are prohibited by employees and visitors in all city facilities, buildings, and vehicles, and as is further outlined in this policy.

607.3 SMOKING AND TOBACCO USE

Smoking and tobacco use by employees are prohibited any time employees are in public view representing the City.

It is the responsibility of employees to ensure that no person under their supervision or control smokes or uses any tobacco product inside city facilities and vehicles.

No employee shall smoke or vape within 20 feet of any entrance, exit, or window.

607.4 POSTING

Signs or other notices should be posted at appropriate locations to notify employees and the public where smoking and tobacco use is prohibited.

Meal Periods and Breaks

608.1 PURPOSE AND SCOPE

This policy provides general guidance regarding meal periods and breaks for employees.

608.2 POLICY

It is the policy of the City to provide meal periods and breaks to employees when practicable and in accordance with any employment agreements.

608.3 MEAL PERIODS

Employees shall take meal periods at times approved by their supervisors. The time spent for meal periods shall not exceed the authorized time allowed.

Emergency response employees shall remain on-duty subject to call during meal periods. All other employees are not on-duty during meal periods unless directed otherwise by a supervisor.

608.4 BREAKS

Breaks should be taken near the midpoint of each four-hour work period. Only one break should be taken during each four hours of work. No breaks should be taken during the first or last hour of an employee's shift unless approved by a supervisor. Each rest period shall be for no longer than fifteen (15) minutes duration.

Emergency response employees shall remain on-duty subject to call during breaks. All other employees are not on-duty during breaks unless directed otherwise by a supervisor.

Lactation Breaks

609.1 PURPOSE AND SCOPE

The purpose of this policy is to provide reasonable accommodations to employees desiring to express breast milk for the employee's infant child.

609.2 POLICY

It is the policy of the City to provide, in compliance with the Fair Labor Standards Act (FLSA), reasonable break time and appropriate facilities to accommodate any nonexempt employee desiring to express breast milk for a nursing child for up to one year after the child's birth (29 USC § 218d).

609.3 LACTATION BREAK TIME

A rest period should be permitted each time the employee has the need to express breast milk (29 USC § 218d). In general, lactation breaks that cumulatively total 30 minutes or less during any four-hour work period or major portion of a four-hour work period would be considered reasonable. However, individual circumstances may require more or less time.

Lactation breaks, if feasible, should be taken at the same time as the employee's regularly scheduled rest or meal periods. While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding regularly scheduled and paid break time will be unpaid.

Employees desiring to take a lactation break shall notify a supervisor prior to taking such a break. Such breaks may be reasonably delayed if they would seriously disrupt city operations.

Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

609.4 PRIVATE LOCATION

The City will make reasonable efforts to accommodate employees with the use of an appropriate room or other location to express milk in private. Such room or place should be in proximity to the employee's work area and shall be other than a bathroom or toilet stall. The location must be shielded from view and free from intrusion from coworkers and the public (29 USC § 218d).

Employees occupying such private areas shall either secure the door or otherwise make it clear to others that the area is occupied with a need for privacy. All other employees should avoid interrupting an employee during an authorized break, except to announce an emergency or other urgent circumstance.

Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

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Lactation Breaks

609.5 STORAGE OF EXPRESSED MILK

Any employee storing expressed milk in any authorized refrigerated area shall clearly label it as such and shall remove it when the employee's workday ends.

Payroll Records

610.1 PURPOSE AND SCOPE

This policy provides the guidelines for completing and submitting payroll records of city employees who are eligible for the payment of wages.

610.2 POLICY

The City maintains timely and accurate payroll records.

610.3 RESPONSIBILITIES

Employees are responsible for the accurate completion and timely submission of their payroll records for the payment of wages.

Supervisors are responsible for approving the payroll records of employees under their supervision.

610.4 TIME REQUIREMENTS

Employees who are eligible for the payment of wages are paid on a scheduled, periodic basis, generally on the same day or date each period, with certain exceptions, such as holidays. Payroll records shall be completed and submitted as established by the city payroll guidelines.

610.5 RECORDS

The City shall maintain accurate and timely payroll records as required by 29 CFR 516.2 for a minimum of three years (29 CFR 516.5).

Overtime Compensation

611.1 PURPOSE AND SCOPE

This policy establishes guidelines and guidelines regarding overtime for employees, in conformance with the Fair Labor Standards Act (FLSA) (29 USC § 201 et seq.).

611.2 POLICY

The City will compensate nonexempt employees who work authorized overtime either by payment of wages or by the accrual of compensatory time (29 CFR 553.22). Employees who are salary exempt from FLSA are not compensated for overtime worked.

611.3 COMPENSATION

Payment of wages to nonexempt employees for overtime, or accrual of compensatory time in lieu of compensation for overtime worked, shall be at the rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required (29 USC § 207(o)(1)).

Short periods of overtime worked at the end of the normal workday (e.g., less than one hour in duration) may be handled informally by an agreement between the supervisor and the employee. In such cases, the supervisor shall document the overtime worked and schedule a subsequent adjustment of work time within the same work period that the overtime was worked, rather than submit a request for overtime compensation (29 USC § 207(o)).

Exempt employees may be eligible for administrative leave, which may be granted at the discretion of the exempt employee's immediate supervisor.

611.4 REQUESTS FOR OVERTIME COMPENSATION

611.4.1 EMPLOYEE RESPONSIBILITIES

Generally, no employee is authorized to work overtime without the prior approval of a supervisor. If circumstances do not permit prior approval, approval shall be sought as soon as practicable during the overtime shift and in no case later than the end of the shift in which the overtime is worked.

Nonexempt employees shall:

- (a) Obtain supervisory approval, verbal or written.
- (b) Record the actual time worked in an overtime status using the city-approved form or method. Informal notations on reports, logs, or other forms not approved for overtime recording are not acceptable.
- (c) Submit the request for overtime compensation pursuant to city payroll guidelines.

611.4.2 SUPERVISOR RESPONSIBILITIES Supervisors shall:

(a) Prior to authorizing an employee to work overtime, evaluate the need for the overtime.

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Overtime Compensation

- 1. Supervisors should not authorize any request to work overtime if the overtime would not be an appropriate use of city resources.
- (b) Upon receipt of a request for overtime compensation, confirm that the overtime was authorized and then verify the actual time worked.
 - 1. Supervisors identifying any unauthorized overtime or discrepancy shall initiate an internal investigation.
- (c) After verifying and approving the overtime amount, promptly forward the request for compensation to the employee's department director for final approval.
 - 1. After the head of the department has authorized compensation, the request shall be submitted to the Finance Department as soon as practicable.

Supervisors may not authorize or approve their own overtime.

611.5 VARIATION IN TIME REPORTED

When two or more employees are assigned to the same activity and the amount of time for which overtime compensation is requested varies among the employees, the City Administrator, authorized designee, or other approving supervisor may require each employee to include the reason for the variation on the overtime compensation request.

611.6 REQUESTING USE OF COMPENSATORY TIME

Employees who have accrued compensatory time shall be allowed to use that time for time off within a reasonable period after making a request, if the request does not unduly disrupt city operations (29 USC § 207(o)). Requests to use compensatory time will be submitted to the employee's supervisor at least 24 hours in advance of its intended use. Supervisors may make exceptions in unusual or extraordinary circumstances.

Supervisors shall not unreasonably deny employee requests to use compensatory time (29 CFR 553.25).



Work-Related Illness and Injury Reporting

612.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance regarding timely reporting of work-related conditions such as a physical injury or an occupational illness.

612.1.1 DEFINITIONS

Definitions related to this policy include:

Work-related condition - Any significant medical or mental condition suspected to have been caused by an employee's service to the City. Any condition that would reasonably require some form of treatment should be considered significant.

612.2 POLICY

The City will address work-related conditions and will comply with applicable state workers' compensation requirements.

612.3 RESPONSIBILITIES

612.3.1 EMPLOYEE RESPONSIBILITIES

Employees shall report work-related conditions immediately and seek medical care when appropriate.

612.3.2 SUPERVISOR RESPONSIBILITIES

A supervisor learning of any work-related condition should:

- (a) Ensure the employee receives medical care as appropriate.
- (b) Determine whether the Illness and Injury Prevention Policy applies and take additional action as required.
- (c) Review the report for accuracy and determine whether the work-related condition is required to be reported to the state or workers' compensation entity and whether any additional action should be taken.
- (d) Forward the report to Human Resources to be maintained in the employee's confidential medical file.

612.4 OTHER ILLNESS OR INJURY

Work-related conditions that do not qualify for workers' compensation reporting shall be documented on the designated report of injury form, which shall be signed by a supervisor. A copy of the completed form shall be forwarded to Human Resources.

Unless the injury is extremely minor, the affected employee shall sign the form indicating no desire for medical treatment. Signing the form does not preclude the employee's ability to later seek medical attention.

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Work-Related Illness and Injury Reporting

612.5 SETTLEMENT OFFERS

When an employee experiences a work-related condition that is caused by another person and is subsequently contacted by that person, that person's agent, an insurance company, or an attorney and offered a settlement, the employee shall take no action other than to submit a written report of this contact to Human Resources as soon as possible.

612.5.1 NO SETTLEMENT WITHOUT PRIOR APPROVAL

No less than 10 days prior to accepting and finalizing the settlement of any third-party claim arising out of or related to a work-related condition, the employee shall provide Human Resources with written notice of the proposed terms of such settlement. In no case shall the employee accept a settlement without first providing written notice to Human Resources. The purpose of such notice is to permit the City to determine whether the offered settlement will affect any claim the City may have regarding payment for damage to equipment or reimbursement for wages against the person who caused the work-related condition, and to protect the city's right of subrogation, while ensuring that the employee's right to receive compensation is not affected.



Temporary Modified-Duty Assignments

613.1 PURPOSE AND SCOPE

This policy establishes procedures for providing temporary modified-duty assignments. This policy is not intended to affect the rights or benefits of employees under federal or state law, city rules, or applicable employment agreements. For example, nothing in this policy affects the obligation of the City to engage in a good faith, interactive process to consider reasonable accommodations for any employee with a temporary or permanent disability or limitation that is protected under federal or state law.

613.2 POLICY

Subject to operational and business considerations, the City may identify temporary modified-duty assignments for employees who have an injury or medical condition resulting in temporary work limitations or restrictions. A temporary assignment allows the employee to work, while providing the City with a productive employee during the temporary period.

613.3 GENERAL CONSIDERATIONS

Priority consideration for temporary modified-duty assignments will be given to employees with work-related injuries or illnesses that are temporary in nature. Employees having disabilities covered under the Americans with Disabilities Act (ADA) or state law shall be treated equally, without regard to any preference for a work-related injury.

No position should be created or maintained as a temporary modified-duty assignment.

Temporary modified-duty assignments are a management prerogative and not an employee right. The availability of temporary modified-duty assignments will be determined on a case-by-case basis, consistent with the operational and business needs of the City. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational and business needs and the employee's ability to perform in a modified-duty assignment.

The City Administrator or the authorized designee may restrict employees working in temporary modified-duty assignments from wearing a uniform, operating a city vehicle, or engaging in outside employment.

Employees who refuse a temporary modified-duty assignment offer are permitted to use available approved leave, if eligible.

613.4 PROCESS

Employees may request a temporary modified-duty assignment for short-term injuries or illnesses.

Employees seeking a temporary modified-duty assignment should submit a written request to their immediate supervisors or the authorized designees. The request should, as applicable, include a certification from the treating medical professional containing:

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- (a) An assessment of the nature and probable duration of the illness or injury.
- (b) The prognosis for recovery.
- (c) The nature and scope of limitations and/or work restrictions.
- (d) A statement regarding any required workplace accommodations, mobility aids, or medical devices.
- (e) A statement that the employee can safely perform the duties of the temporary modified-duty assignment.

Supervisors will make a recommendation to the City Administrator or the authorized designee regarding temporary modified-duty assignments that may be available based on the needs of the City and the limitations of the employee.

Requests for a temporary modified-duty assignment of 20 hours or less per week may be approved and facilitated by the supervisor, with notice to the City Administrator or the authorized designee.

613.5 ACCOUNTABILITY

Written notification of assignments, work schedules, and any restrictions should be provided to employees assigned to temporary modified-duty assignments and their supervisors. Those assignments and schedules may be adjusted to accommodate city operations and the employee's medical appointments, as mutually agreed upon by the employee and the employee's supervisor.

613.5.1 EMPLOYEE RESPONSIBILITIES

The responsibilities of employees assigned to temporary modified duty include but are not limited to:

- (a) Communicating and coordinating any required medical and physical therapy appointments in advance with their supervisors.
- (b) Promptly notifying their supervisors of any change in restrictions or limitations after each appointment with their treating medical professionals.
- (c) Communicating a status update to their supervisors no less than once every 30 days while assigned to temporary modified duty.
- (d) Submitting a written status report to Human Resources that contains a status update and anticipated date of return to full duty when a temporary modified-duty assignment extends beyond 60 days.

613.5.2 SUPERVISOR RESPONSIBILITIES

The employee's immediate supervisor should monitor and manage the work schedule of those assigned to temporary modified duty.

The responsibilities of supervisors include but are not limited to:

(a) Periodically apprising Human Resources of the status and performance of employees assigned to temporary modified duty.

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Temporary Modified-Duty Assignments

- (b) Notifying Human Resources and ensuring that the required documentation facilitating the employee's return to full duty is received from the employee.
- (c) Ensuring that employees returning to full duty have completed any required training and certification.

613.6 MEDICAL EXAMINATIONS

Prior to returning to full-duty status, employees shall be required to provide certification from their treating medical professionals stating that they are medically cleared to perform the essential functions of their jobs without restrictions or limitations.

The City may require a fitness-for-duty examination prior to returning an employee to full-duty status.

613.7 PREGNANCY

If an employee is temporarily unable to perform regular duties due to a pregnancy, childbirth, or a related medical condition, the employee will be treated the same as any other temporarily disabled employee (42 USC § 2000e(k)). A pregnant employee shall not be involuntarily transferred to a temporary modified-duty assignment.

If notified by an employee regarding a limitation related to pregnancy, childbirth, or related medical conditions, the City should make reasonable efforts to provide an accommodation for the employee in accordance with federal law and any applicable state law (42 USC § 2000gg-1).

Nothing in this policy limits a pregnant employee's right to a temporary modified-duty assignment if required under state law.

613.7.1 NOTIFICATION

Pregnant employees should notify their immediate supervisors as soon as practicable and provide a statement from their medical providers identifying any pregnancy-related job restrictions or limitations. If at any point during the pregnancy it becomes necessary for the employee to take a leave of absence, such leave shall be granted in accordance with the city's personnel rules and regulations regarding family and medical care leave.

613.8 PROBATIONARY EMPLOYEES

Probationary employees who are assigned to a temporary modified-duty assignment may have their probation extended by a period of time equal to their assignment to temporary modified duty.

613.9 MAINTENANCE OF CERTIFICATION AND TRAINING

Employees assigned to temporary modified duty shall maintain all certification, training, and qualifications appropriate to both their regular and temporary duties, provided that the certification, training, or qualifications are not in conflict with any medical limitations or restrictions. Employees who are assigned to temporary modified duty shall inform their supervisors of any inability to maintain any certification, training, or qualifications.

Speech, Expression, and Social Networking

614.1 PURPOSE AND SCOPE

This policy is intended to address issues associated with the use of social networking sites, and provides guidelines for the regulation and balancing of employee speech and expression with the needs of the City.

This policy applies to all forms of communication, including but not limited to film, video, print media, public or private speech, and use of all internet services, including the web, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video, and other file-sharing sites.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech, or expression that is protected under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee from speaking as a private citizen, including acting as an authorized member of an employee group, about matters of public concern, such as misconduct or corruption.

Employees are encouraged to consult with their supervisors regarding any questions arising from the application or potential application of this policy.

614.2 POLICY

Employees of public entities occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of the City. Due to the nature of the work and influence associated with local government employees, it is necessary that city personnel be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the City will carefully balance the individual employee's rights against the needs and interests of the City when exercising a reasonable degree of control over its employees' speech and expression.

614.3 PROHIBITED SPEECH, EXPRESSION, AND CONDUCT

Employees should demonstrate sound judgment in speech, expression, and conduct that relates to or affects the City. In order to meet the safety, performance, and public-trust needs of the City, the following are prohibited unless the speech is otherwise protected (e.g., an employee is speaking as a private citizen, including acting as an authorized member of an employee group, on a matter of public concern):

- (a) Speech or expression that is disruptive to the work environment, undermines authority, and is destructive to close working relationships.
- (b) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation, or professionalism of the City or its employees.
- (c) Knowingly or recklessly false speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the City and tends to compromise

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Speech, Expression, and Social Networking

or damage the mission, function, reputation, or professionalism of the City or its employees. Examples may include:

- 1. Making a false accusation of wrongdoing without exercising reasonable caution to verify the truth of the matter.
- 2. Intentionally misrepresenting on social media actions taken by the City that would damage the city's reputation.
- (d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of city employees. Use or disclosure, through whatever means, of any information, photograph, video, or other recording obtained or accessible as a result of employment or appointment with the City for financial or personal gain, or any disclosure of such materials without the express authorization of the City Administrator or the authorized designee.
- (e) Posting, transmitting, or disseminating any photographs, video or audio recordings, likenesses or images of city logos, emblems, uniforms, badges, patches, marked vehicles, equipment, or other material that specifically identifies the City on any personal or social networking or other website or web page, without the express authorization of the City Administrator or the authorized designee.

Employees must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the employee (e.g., social or personal website).

614.3.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

While employees are not restricted from engaging in the following activities as private citizens or as authorized members of employee groups, employees may not represent the City or identify themselves in any way that could be reasonably perceived as representing the City in order to do any of the following, unless specifically authorized by the City Administrator or the authorized designee:

- (a) Endorse, support, oppose, or contradict any political campaign or initiative.
- (b) Endorse, support, oppose, or contradict any social issue, cause, or religion.
- (c) Endorse, support, or oppose any product, service, company, or other commercial entity.
- (d) Appear in any commercial, social, or nonprofit publication; in any motion picture, film, video, or public broadcast; or on any website.

Additionally, when it can reasonably be construed that an employee, acting in an individual capacity or through an outside group or organization, including as an authorized member of an employee group, is affiliated with this city, the employee shall give a specific disclaiming statement that any such speech or expression is not representative of the City.

Employees retain their rights to vote as they choose, to support candidates of their choice, and to express their opinions as private citizens, including as authorized members of employee groups on political subjects and candidates at all times during non-work hours. However, employees

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may not use their official authority or influence to interfere with or affect the result of elections or nominations for office. Employees are also prohibited from directly or indirectly using their official authority to coerce, command, or advise another employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes (5 USC § 1502).

614.4 PRIVACY EXPECTATION

Employees forfeit any expectation of privacy with regard to emails, texts, or anything published or maintained through file-sharing software or any internet site (e.g., Facebook, Twitter, LinkedIn) that is accessed, transmitted, received, or reviewed on any city technology system (see the Information Technology Use Policy for additional guidance).

However, the City may not require an employee to disclose a personal username or password or to open a personal social website, except when legally permitted and relevant to the investigation of allegations of work-related misconduct.

614.5 CONSIDERATIONS

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the City Administrator or the authorized designee should consider include:

- (a) Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- (b) Whether the speech or conduct would be contrary to the good order of the City or the efficiency or morale of its employees.
- (c) Whether the speech or conduct would reflect unfavorably upon the City.
- (d) Whether the speech or conduct would negatively affect the appearance of impartiality in the performance of the employee's duties.
- (e) Whether similar speech or conduct has been previously authorized.
- (f) Whether the speech or conduct may be protected and outweighs any interest of the City.

614.6 TRAINING

Subject to available resources, the City should provide training regarding the limitations on speech, expression, and use of social networking to all employees.

Illness and Injury Prevention

615.1 PURPOSE AND SCOPE

The purpose of this policy is to establish an ongoing and effective plan to reduce the incidence of illness and injury for employees of the City.

This policy specifically applies to illness and injury that results in lost time or that requires medical treatment beyond first aid. Although this policy provides the essential guidelines for a plan that reduces illness and injury, each department within the City may set its own related policies or guidelines that do not conflict with this policy.

615.2 POLICY

The City is committed to providing a safe environment for its employees and to minimizing the incidence of work-related illness and injuries. The City should establish and maintain an illness and injury prevention plan and provide tools, training, and safeguards designed to reduce the potential for accidents, injuries, and illness. It is the intent of the City to comply with all laws and regulations related to occupational safety.

615.3 PROGRAM OVERVIEW

The City of Oroville strives to maintain a safe and healthy work environment for all employees. We recognize the responsibilities for safety and health are shared. As your employer, the City is committed to providing leadership and support for the effective implementation of the City's safety and health programs. Managers, supervisors, and employees are required to comply with all applicable federal, state, and local safety laws and regulations. Each department is required to conduct its operations and activities in a safe manner to minimize the risk of injury to employees and the public. No employee will be required to conduct any task that is determined to be unsafe. Managers, supervisors, and employees are expected to report potential safety hazards without fear of retaliation and with confidence that safe and healthful conditions and practices will prevail in the workplace. It is the policy of each City department to identify and minimize potential risks inherent in the operation of various programs, services, facilities, and equipment.

The Injury and Illness Prevention Program (IIPP) establishes the City of Oroville's safety management program as required by Title 8, California Code of Regulations, Section 3203. The objective of the program is to prevent injuries and illnesses in the workplace and to engage City employees in maintaining a safe and healthy work environment. The IIPP includes information on the implementation of the following critical elements:

- Responsibilities
- Compliance
- Communication
- Hazard assessment

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Illness and Injury Prevention

- Hazard Correction
- Accident and incident investigations
- Training
- Record keeping

The IIPP applies to all City of Oroville departments under the direct control and authority of the City Council. The program includes all City employees providing services at all facilities, workplaces, and events.

615.4 ILLNESS AND INJURY PREVENTION PLAN

The City Administrator or the authorized designee is responsible for developing an illness and injury prevention plan that should include:

- (a) Workplace safety and health training programs.
- (b) Review of city workplace safety policies and guidelines of each department.
- (c) Regularly scheduled safety meetings.
- (d) Posted or distributed safety information.
- (e) A system for employees to anonymously inform management about workplace hazards.
- (f) Establishment of a safety and health committee that will:
 - 1. Meet regularly.
 - 2. Include representation from each department.
 - 3. Prepare a written record of safety and health committee meetings.
 - 4. Review the results of periodic scheduled inspections.
 - 5. Review investigations of accidents and exposures.
 - 6. Make suggestions to supervisors for the prevention of future incidents.
 - 7. Review investigations of alleged hazardous conditions.
 - 8. Submit recommendations to assist in the evaluation of employee safety suggestions.
 - 9. Assess the effectiveness of efforts made by the City to meet applicable standards.
- (g) Establishing a process to ensure illnesses and injuries are reported as required under state law.

615.5 MANAGER/ADMINISTRATOR RESPONSIBILITIES

The City Administrator has the ultimate authority and responsibility for the implementation and maintenance of the City's IIPP. The IIPP Administrator provides:

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- Oversight of the safety program in collaboration with the Human Resources
 Department
- Program evaluations and resources to support program implementation

The responsibilities of the City Administrator or the authorized designee include but are not limited to:

- (a) Managing and implementing a plan to reduce the incidence of employee illness and injury.
- (b) Ensuring that a system of communication is in place that facilitates a continuous flow of safety and health information between supervisors and employees. This system shall include:
 - 1. New employee orientation that includes a discussion of safety and health policies and guidelines.
 - 2. Regular employee review of the illness and injury prevention plan.
- (c) Ensuring that all safety and health policies and guidelines are clearly communicated and understood by all employees.
- (d) Taking reasonable steps to ensure that all employees comply with safety rules in order to maintain a safe work environment. This includes but is not limited to:
 - 1. Informing employees of the illness and injury prevention guidelines.
 - Recognizing employees who perform safe work practices.
 - 3. Ensuring that the employee evaluation process includes employee safety performance.
 - 4. Ensuring compliance with any applicable safety standards related to:
 - (a) Communicable diseases
 - (b) Personal Protective Equipment (PPE) (see the Personal Protective Equipment Policy)
 - (c) Emergency Action Plan
 - (d) Walking-working surfaces
- (e) Making available a form to document inspections, unsafe conditions or unsafe work practices, and actions taken to correct unsafe conditions and work practices.
- (f) Making available a form to document individual incidents or accidents.
- (g) Making available a form to document the safety and health training of each employee. This form will include the employee's name or other identifier, training dates, type of training, and training providers.
- (h) Conducting and documenting a regular review of the illness and injury prevention plan.

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615.6 DEPARTMENT MANAGERS RESPONSIBILITIES

Department managers have the authority and responsibility for the implementation of the IIPP within their respective departments. Responsibilities include:

- Providing leadership to ensure the IIPP is effectively implemented
- Assigning clear responsibilities to department supervisors for the implementation of the IIPP
- Integrating safety communication in staff meetings, department meetings, and other forms of department communication
- Providing supervisor training that includes IIPP responsibilities, department specific hazards, and safe work practices and guidelines
- Providing training to ensure supervisors are knowledgeable about health and safety hazards under their supervision and control

615.7 DEPARTMENT SUPERVISORS RESPONSIBILITIES

Supervisors may also initiate discipline when it is reasonable and appropriate.

Department supervisors are responsible for the implementation of the IIPP for employees, facilities, and operations under their direct supervision and control. Supervisor responsibilities include, but are not limited to:

- Investigating all accidents and incidents within their area of responsibility to identify root causes and corrective actions
- Conducting regular observations of employee work practices and conducting periodic safety inspections of facilities
- Instructing employees on safe work practices for daily job assignments
- Recognizing employees who demonstrate safe work practices and behaviors
- Enforcing safe work practices and guidelines for employees and operations under direct supervision and control
- Providing job-specific employee safety training
- Attending training to become knowledgeable about hazards and required controls in areas of responsibility
- Supervisors may also initiate discipline when it is reasonable and appropriate.
- Completing required forms and reports relating to illness and injury prevention and submitting such forms and reports to the City Administrator.
- Notifying the City Administrator or the authorized designee when:
 - New substances, processes, guidelines, or equipment that present potential new hazards are introduced into the work environment.
 - New, previously unidentified hazards are recognized.
 - Work-related illnesses and injuries occur.

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- New and/or permanent or intermittent employees are hired or reassigned to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
- Workplace conditions warrant an inspection.

615.8 EMPLOYEE RESPONSIBILITIES

City employees are responsible for their own safety and the safety of others in the workplace. Employee responsibilities critical to the success of the City IIPP include:

- Compliance with the City's IIPP including safe practices, guidelines, and programs
- Active participation in the IIPP including prompt reporting of safety hazards and participation in periodic inspections, safety training attendance, and other activities as required by the supervisor
- Input during the development of job-specific hazard assessments and during periodic evaluations of the IIPP

615.9 HAZARD CORRECTION

Unsafe or unhealthy work conditions, work practices, or guidelines shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following guideline:

- When observed or reported
- When an imminent hazard exists that cannot be immediately corrected, the
 department manager or designee will remove employees from the immediate hazard
 except those needed to correct the condition and to address security issues.
 - Employees who are required to correct the hazardous condition will be provided with the necessary protection.

The appropriate department manager will promptly assess determination of hazard severity and the period for hazard correction.

All corrective actions taken will be documented and dated.

615.10 INSPECTIONS

Safety inspections are crucial to a safe work environment. These inspections identify and evaluate workplace hazards and permit mitigation of those hazards. A hazard assessment checklist should be used for documentation and to ensure a thorough assessment of the work environment.

The City Administrator or the authorized designee should ensure that the appropriate documentation is completed for each inspection.

The City has developed the following inspection schedule:

Building/Location

Frequency

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City Hall Annual
Police Station Annual
Fire Station Annual
Public Works Corporation Yard Bi-annual
Convention Center Annual

In addition to the department periodic inspection schedule, inspections will be conducted as required in the following situations:

- IIPP is first established
- New substances, processes, guidelines, or equipment result in new hazards in department units/facilities
- New, previously unidentified hazards are identified
- Occupational accidents or incidents occur
- Workplace conditions warrant an inspection
- Department hires or reassigns employees to operations or tasks where a hazard evaluation has not been conducted

615.10.1 EQUIPMENT

Employees are charged with daily inspections of their assigned equipment or work environment, as applicable, prior to beginning their workday. Employees should complete the appropriate form if an unsafe condition cannot be immediately corrected. Employees should forward this form to their supervisors.

615.11 ACCIDENT AND INCIDENT INVESTIGATIONS

Any employee sustaining any work-related illness or injury, as well as any employee who is involved in any work-related accident or hazardous substance exposure, shall report such event as soon as practicable to a supervisor. Employees observing or learning of a potentially hazardous condition are to promptly report the condition to their immediate supervisors.

Additionally, the supervisor should proceed with the steps to report a work-related injury, as required under the Work-Related Illness and Injury Reporting Policy, in conjunction with this investigation to avoid duplication and ensure timely reporting.

615.11.1 INVESTIGATION GUIDELINES

The responsible on-duty supervisor of the employee will investigate all accidents and incidents promptly. The supervisor is required to complete the Supervisor's Report of Employee Injury form (Appendix B) and the required claim forms. All forms are located in the Human Resources Department. All documentation must be completed within 24 hours and forwarded to the Human Resources Department within three calendar days of notification of the accident.

Guidelines for investigating workplace accidents and hazardous substance exposures include:

Interviewing injured employees and witnesses;

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- Examining the workplace for factors associated with the accident/exposure;
- Determining the cause of the accident/exposure;
- Taking corrective action to prevent the accident/exposure from reoccurring; and
- Recording the findings and actions taken.

615.11.2 ACCIDENT INVESTIGATION REVIEW PROCESS

The Human Resources Department will review the accident investigation documentation to determine if the department manager/supervisor has identified the contributing factors and corrective actions to prevent future injuries. The department managers will review employee accidents to ensure root causes and corrective actions have been identified. The Human Resources Department will review accident investigations to assist departments in identifying corrective measures and trends.

615.12 COMPLIANCE

Implementation and oversight of the IIPP in each department is the responsibility of each department manager and supervisor. The department managers and supervisors will ensure all safety and health policies and guidelines are clearly communicated, in a readily understandable language, and enforced in their respective areas of responsibility. Each department will include the compliance methods outlined in this section. Additional department compliance methods may also be included or referenced as appropriate.

615.12.1 IIPP TRAINING

Inform employees of the IIPP requirements during new employee safety orientation training and ongoing IIPP and safety training. Training will be provided to all department employees on the IIPP written program, program requirements, and the importance of program compliance. Comprehensive IIPP training will be provided for managers and supervisors concerning their responsibilities for program implementation.

615.12.2 EVALUATION OF SAFETY PERFORMANCE

Employee performance evaluations will include an evaluation of compliance with safe work practices and guidelines. Department supervisors will evaluate employee safety performance by routine observation of employee work practices in their workplaces and in the course of providing services in the field. Employee counseling on unsafe work practices will be used to communicate deficiencies in safety performance. Department supervisors, to the degree required to correct the unsafe work practice, will provide supplemental training.

615.12.3 EMPLOYEE RECOGNITION

Employees will be recognized for demonstrating safe work practices. Employees who make a significant contribution to the maintenance of a safe workplace, as determined by their supervisor, may receive written acknowledgment of such contributions that will be maintained in the employees' personnel file.

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615.12.4 DISCIPLINARY GUIDELINES

Employees who fail to follow safe work practices and/or guidelines or who violate organizational rules or directives may be subject to disciplinary action, up to and including termination.

615.13 COMMUNICATION

The City's IIPP will be effective in preventing injury and illness only if there are clear and open communications among all. Communications must occur through multiple channels and mechanisms to reach all employees consistently. Therefore, the City of Oroville has created a variety of mechanisms whereby hazards are identified, reported, evaluated, and mitigated. All managers and supervisors are responsible for communicating with all workers about occupational safety and health in a form easily understood by all workers.

Our communication system includes:

- New employee orientation including a discussion of safety and health policies and guidelines
- Review of our IIPP
- Safety training programs
- Regularly scheduled safety meetings
- Posted or distributed safety information

615.13.1 EMPLOYEE HAZARD REPORTING

The employee hazard reporting system provides a means for employees to report safety hazards that may result in employee illness or injury, damage to City property, or injury to the public. The employee may report a hazard to his or her supervisor, the IIPP Administrator, any manager, any supervisor, or anyone in the Human Resources Department. The City's Hazardous/ Unsafe Condition Report is included in Appendix A.

Employees may also report hazards anonymously by completing the Hazardous/Unsafe Condition Report form without contact information and submitting the form to the IIPP Administrator through interoffice mail. Our communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal.

615.13.2 DEPARTMENT STAFF MEETINGS

Department and division level staff meetings will include a discussion of health and safety concerns and brief training sessions as appropriate. Each manager or supervisor will document health and safety communication and training included in staff meetings. Training documentation should include the subject matter of the safety issues covered, the person presenting the information, the date of the training, and the name/signature of the employees in attendance.

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615.13.3 DEPARTMENT HEALTH AND SAFETY TRAINING

Each department has developed an occupational health and safety training matrix to ensure employees receive communication on general safety hazards and job-specific safety hazards. Department specific training matrices are located in Appendix C.

615.13.4 SAFETY BULLETIN BOARDS/SUPPLEMENTAL COMMUNICATIONS

Each department work location will maintain a safety bulletin board to meet Cal/OSHA posting requirements and to ensure ongoing communication on significant health and safety issues. Department email messages and employee handouts on relevant topics are additional means of safety communication.

615.14 TRAINING

All employees will participate in department occupational health and safety training on general and job-specific hazards and safe work practices. Each supervisor and manager will be trained on all health and safety hazards to which employees under his or her immediate direction and control are exposed.

Department specific training requirements are identified in the Employee Safety Training Matrices located in Appendix C.

Training should be provided:

- (a) In addition to hazard-specific safety training, training will be provided when: When the IIPP is first established.
- (b) New employees are hired
- (c) To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.
- (d) To all employees with respect to hazards specific to each employee's job assignment.
- (e) To all employees given new job assignments for which training has not previously been provided.
- (f) Whenever new substances, processes, guidelines, or equipment are introduced to the workplace and represent a new hazard.
- (g) Whenever the City is made aware of a new or previously unrecognized hazard.

615.14.1 TRAINING TOPICS

Training topics should include, as applicable:

- (a) Reporting unsafe conditions, work practices, and injuries, and informing a supervisor when additional instruction is needed.
- (b) Use of appropriate clothing, including gloves and footwear.
- (c) Use of respiratory equipment.
- (d) Availability of toilet, hand-washing, and drinking-water facilities.
- (e) Provisions for medical services and first aid.

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- (f) Handling of bloodborne pathogens and other biological hazards.
- (g) Prevention of heat and cold stress.
- (h) Identification and handling of hazardous materials, including chemical hazards to which employees could be exposed, and review of resources for identifying and mitigating hazards (e.g., hazard labels, Safety Data Sheets (SDS)).
- (i) Mitigation of physical hazards.
- (j) Identification and mitigation of ergonomic hazards, including working on ladders or in a stooped posture for prolonged periods.
- (k) Back exercises/stretches and proper lifting techniques.
- (I) Avoidance of slips and falls.
- (m) Good housekeeping and fire prevention.
- (n) Other job-specific safety concerns.

615.15 **RECORDS**

All the following IIPP documentation is maintained for three years:

- Safety training for each employee, including the employee's name, training dates, type
 of training, and training providers
- Inspections, including the person(s) conducting the inspection, the unsafe conditions and work practices identified, corrective action, and follow up
- Accidents, illnesses, and near-miss inspections that identify the root cause and corrective action taken
- Regular program review

OSHA 300 and 300A logs will be maintained for five years.

615.16 PROGRAM EVALUATION

The City will review and evaluate the effectiveness of the IIPP on a regular basis.

615.17 APPENDICES

See attachment: IIPP Appendices.pdf

Workplace Violence

616.1 PURPOSE AND SCOPE

The purpose of this policy is to make clear that the City does not tolerate any direct or implied threats of violence or violent behavior in the workplace or any act or behavior that is or can be perceived as threatening, hostile, and/or violent. This policy is to provide a workplace free of violence, as well as definitions and guidelines for employees to follow in reporting workplace violence. It is the City of Oroville's goal to maintain a violent free work environment for all employees.

616.2 POLICY

It is the policy of the City to provide and maintain a safe work environment for its employees, volunteers, and members of the public.

In responding to any violent behavior in the workplace, the City is committed to providing protection to all involved parties, including protection from future physical and/or mental harm and the protection of the legal rights of victims, witnesses, and those instigating the harm.

616.3 ZERO TOLERANCE

The City of Oroville has a zero tolerance policy for violence. If you engage in any violence in the workplace, or threaten violence in the workplace, you may receive discipline up to and including termination. No talk of violence or joking about violence will be tolerated. City employees have the right to work in an environment where their safety is paramount. For that reason, the City expects all employees to accomplish their work in a businesslike professional manner with concern for the well-being of their co-workers and others.

The City of Oroville maintains an Employee Assistance Program (EAP), which provides help to employees and their families who suffer from personal/emotional problems. The EAP provides professional counseling on a strictly confidential basis. The City encourages employees to seek professional help for any personal problems that may arise.

"Violence" includes any conduct which in the view of the City of Oroville is sufficiently severe, offensive, or intimidating to alter the employment conditions or to create a hostile, abusive, or intimidating work environment for one or more City employees. "Violence" also includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities against another employee. It is the intent of this policy to ensure that everyone associated with the City of Oroville, including employees and customers, never feel threatened by any employee's actions or conduct.

Examples of Workplace Violence include but are not limited to:

- (a) Hitting or shoving an individual(s) or property.
- (b) Threatening to harm individual(s) or his/her family, friends, associates, or their property.

- (c) The intentional destruction or threat of destruction of property owned, operated, or controlled by the City of Oroville.
- (d) Making harassing or threatening telephone calls, letters or other forms of written, verbal or electronic communications.
- (e) Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interest of the City.
- (f) Harassing surveillance, also known as "stalking", the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his/her safety.
- (g) Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property.

616.4 PROHIBITED BEHAVIOR

No employee shall engage in, encourage, or promote violent behavior toward any person while conducting city business or on city property.

No employee engaged in city business shall carry or possess weapons or explosives unless either:

- (a) Permitted by city policy.
- (b) State or local law prohibits the City from restricting the possession of the weapon or explosive.

616.4.1 APPLICATION OF PROHIBITION

The City of Oroville's prohibition against threats and acts of violence applies to all persons involved in the City's operations, including but not limited to, City personnel, contract and temporary workers, volunteers and any other individual(s) on City property. Violations of this policy by any employee on City property or by any employee acting as a representative of the City while not on City property may be disciplined up to and including termination.

616.5 ALL WEAPONS BANNED

The City of Oroville specifically prohibits the possession of weapons by any employee while on City of Oroville property. This ban includes keeping or transporting a weapon in a vehicle in a parking area, whether public or private. Employees are also prohibited from carrying a weapon while performing services off the City of Oroville's business premises.

While some employees of the City may be required as a condition of their work assignment (Sworn Peace Officers) to possess firearms, weapons or other dangerous devices, or permitted to carry them as authorized by law, it is the City's policy that these employees are to use them only in accordance with departmental operating guidelines and all applicable State and Federal Laws.

Weapons include guns, knives, explosives, and other items with the potential to inflict harm. Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy.

Workplace Violence

616.6 REPORTING AND INVESTIGATING

616.6.1 EMPLOYEE RESPONSIBILITY

It is everyone's business to prevent violence in the workplace. Any employee who believes (s)he has been threatened or assaulted or who has knowledge of work-related threats of violence by a co-worker, supervisor, manager or non-employee should promptly report the incident to his/her immediate supervisor. If an employee feels an immediate threat they should call 911. If an employee, for any reason, feels uncomfortable reporting the incident to his/her supervisor, the behavior should be reported to the Department Head, City Administrator or Human Resources. This applies to not only an employee's conduct in the workplace but also to off duty conduct of a violent or threatening nature, which creates friction between employees or interferes with the City's goal to maintain a respectful, harmonious environment for employees and customers.

Employees who observe conduct or overhear comments that raise concerns regarding compliance with this policy are encouraged to promptly report such conduct to any of the persons listed above. The City encourages employees to report complaints and assists the City informally to resolve problems involving violence. The City's ability to resolve these kinds of problems is dependent on employee cooperation in reporting incidents that create an offensive work environment or otherwise appear to violate this policy.

Supervisors and management employees who receive a complaint or become aware of conduct that raises concerns regarding a violation of this policy must promptly report the conduct or concern in questions to the City Administrator or Human Resources.

616.6.2 SUPERVISOR AND MANAGER/ADMINISTRATOR RESPONSIBILITIES

Upon receipt of a report of potential or actual workplace violence, supervisors shall gather as much information as possible to assess and determine the severity and potential of the situation. If the report is found to be credible, the City Administrator or the authorized designee shall be notified as soon as practicable and appropriate action taken.

Local law enforcement personnel shall be notified immediately of all threatening or violent behavior.

616.6.3 INVESTIGATION

In the event a complaint or concern arises, with regard to compliance with this policy, the City will promptly conduct an investigation to determine the validity of the complaint and what, if any, corrective action should be taken to resolve the matter and to restore a violent free environment.

Investigations will be kept confidential to the extent the City determines confidentiality can be maintained while allowing the City to comply with its obligation to investigate and take appropriate corrective action, as well its obligation to afford employees union representation and due process rights. Any investigation of Peace Officers shall be conducted to maintain the confidentiality of Peace Officer records. Investigations shall be conducted by a Peace Officer as defined under Penal Code 830 et. Seq.

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Depending on the seriousness of the allegation(s) and other factors that the City deems relevant, such as security concerns, potential disruption, etc., employees accused of violating this policy may be asked to leave the premises immediately and be placed on paid leave pending an investigation. Corrective action may include disciplinary action up to and including termination.

City employees are required to cooperate in any investigation. A timely resolution of each report should be reached and communicated to all parties involved as quickly as possible.

616.6.4 REPORTING NON-WORK-RELATED THREATENING OR VIOLENT BEHAVIOR City employees who are victims of domestic violence or other threatening behavior outside of the workplace, or who believe they are potential victims of such behavior and fear it may enter the workplace, are encouraged to report the situation as soon as possible to their supervisors.

Supervisors receiving any such report shall contact the City Administrator or the authorized designee as soon as practicable so that any appropriate safety measures or plans may be developed.

616.7 RETALIATION PROHIBITED

The City of Oroville respects the right of employees to raise concerns regarding violent activities and cooperate with necessary investigations. Retaliation against employees who report violence or participate in investigations is strictly prohibited. "Retaliation" is broadly construed. It includes not only overt retribution, but also actions such as refusal to communicate or cooperate regarding work-related matters, withholding information or assistance needed to perform one's job, more closely scrutinizing an employee's work performance, etc.

Any employee who feels (s)he has been retaliated against for reporting violence or participating in an investigation should promptly report the retaliation to his/her immediate supervisor. If the employee, for any reason, feels uncomfortable reporting the alleged retaliation to his/her immediate supervisor, the employee may report to their Department Head, the City Administrator or Human Resources.

616.8 RESTRAINING ORDERS

Employees who obtain a restraining order listing their workplace, person, or the City property as a protected area must provide a copy of the restraining order to their immediate supervisor or the City Administrator or the authorized designee. The City needs this information in order to provide a safe workplace.

Workplace Violence

616.9 FOLLOW-UP ACTION

Any employee reported to have exhibited violent or potentially violent behavior will be afforded all rights provided by law and applicable employment agreements before the City takes any disciplinary action.

Actions that may be taken when an employee has been found to have violated this policy include but are not limited to the following:

- Mandatory participation in counseling
- Placing the employee on paid administrative leave pending investigation into an alleged threat or act
- Corrective/disciplinary action up to and including termination
- Criminal arrest and prosecution
- Special guidelines, such as job relocation or initiation of a court order

If, upon investigation, it is determined that an allegation is false or was made maliciously, the employee who provided the false information will be subject to disciplinary action, up to and including termination, as well as possible criminal arrest and prosecution.

616.10 LEGAL ACTION

The City Administrator or the authorized designee, in consultation with legal counsel, will determine if a temporary restraining order or injunction should be sought on behalf of the City to reduce future or threatened violent behavior in the workplace.

616.11 CORRECTIVE ACTIONS

At the completion of the investigation and a review of the incident, or in the case of a threat of violence, non-disciplinary corrective actions should be implemented or requested to ensure overall workplace safety. These actions may include but are not limited to:

- Placing the involved employee on administrative leave pending further review and determination of permanent action.
- Administrative leave would be unpaid in the case of a volunteer.
- Reassigning the employee to a different work location.
- Referring the employee to conflict resolution training sessions.
- Referring the employee to the employee assistance program (EAP).
- Modifying workstation designs and office traffic flow patterns.
- Requiring the employee to attend a fitness-for-duty evaluation.
- Developing specific workplace violence guidelines for incident response, prevention, and corrective actions.

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Workplace Violence

616.12 WORKPLACE VIOLENCE PREVENTION

All city employees are responsible for assisting in the prevention of violence in the workplace.

The City will provide appropriate training to employees regarding workplace violence.

In the event a violent incident occurs in the workplace, the City Administrator or the authorized designee is responsible for ensuring that all responsibilities have been met and actions carried out, as detailed in this policy, and shall review the results of any investigation and ensure appropriate action is taken. Information gathered during an investigation should be used for the continuous improvement of policies and guidelines to prevent workplace violence.

616.12.1 WORKPLACE SECURITY MEASURES

In an effort to fulfill this commitment to a safe work environment for employees, customers, and visitors, access to the City of Oroville's property is limited to those with a legitimate business interest.

Also, any employee who applies for or obtains a protective or restraining order which lists the City of Oroville sites as being protected areas, must provide their immediate supervisor and the Human Resource Department a copy of the order(s) to assist in eliminating any chance of causing the employee or any fellow employees harm in the workplace. The City of Oroville understands the sensitivity of the information requested and will respect the privacy of the reporting employee(s).

616.12.2 INSPECTIONS

Desks, telephones, and computers are the property of the City of Oroville. The City reserves the right to enter or inspect your work area including, but not limited to, desks and computer storage disks, fax, copier, phone, e-mail and mail systems, with or without notice. When required by law, the City will give appropriate notice and follow proper guideline to conduct such inspection such as those required for Peace Officers under Govt. Code section 3309.

The fax, copier, phone, e-mail and mail systems, including e-mail, are intended for business use. Personal business should not be conducted through these systems. Under conditions approved by management, telephone conversations and e-mails may be monitored and voice mail messages may be retrieved in the process of monitoring customer service.

Any private conversations overheard during such monitoring, or private messages retrieved, that constitute threats against other individuals can and will be used as the basis for discipline.

616.13 ANNUAL TRAINING

The City of Oroville shall provide annual training on workplace violence to train employees in the risk factors associated with workplace violence and proper handling of the situation in order to minimize the risks of violent incidents occurring in the workplace.

616.13.1 DISSEMINATION OF POLICY

All employees will be given this policy and shall sign and date the acknowledgment document to be placed in their personnel file.

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Workplace Violence

616.13.2 ACKNOWLEDGING RECEIPT OF THE CITY OF OROVILLE'S WORKPLACE VIOLENCE POLICY AND COMPLAINT GUIDELINE

I have received a copy of the City of Oroville's Workplace Violence Policy and Complaint Procedure, specifying policies, practices, and regulations, which I agree to, observe and follow during my employment with the City of Oroville. I understand that it is my responsibility to be familiar with its contents and to ask questions on any matters I don't understand.

I certify that I have received and read a copy of the City's Workplace Violence Policy.			
Employee Signature	Date		

Outside Employment

617.1 PURPOSE AND SCOPE

This policy provides guidelines for city employees who seek to engage in authorized outside employment.

617.1.1 DEFINITIONS

Definitions related to this policy include:

Outside employment - Duties or services performed by employees of the City for another employer, organization, or individual when wages, compensation, or other consideration for such duties or services is received. Outside employment also includes duties or services performed by those employees who are self-employed and receive compensation or other consideration for services, products, or benefits rendered.

617.2 POLICY

City employees shall obtain written approval from the City Administrator or the authorized designee prior to engaging in any outside employment. Approval of outside employment shall be at the discretion of the City Administrator or the authorized designee in accordance with the provisions of this policy. Failure to obtain prior written approval for outside employment, or engaging in outside employment that is prohibited by this policy, may lead to disciplinary action.

617.3 OUTSIDE EMPLOYMENT

617.3.1 REQUEST AND APPROVAL

Employees must submit a written request to engage in outside employment to their immediate supervisors. The request will then be forwarded to the City Administrator or the authorized designee for consideration.

If approved, the employee will be provided with a written notification of approval. Unless otherwise indicated in writing, approval for outside employment will be valid through the end of the calendar year in which the request is approved. Employees seeking to continue outside employment must submit a new request at the start of each calendar year.

617.3.2 DENIAL

Any employee whose request for outside employment has been denied should be provided with a written notification of the reason at the time of the denial.

617.3.3 REVOCATION

Any employee whose approval for outside employment is revoked or suspended should be provided with a written notification of the reason for revocation or suspension.

Approval for outside employment may be revoked or suspended:

- (a) When a supervisor determines the employee's performance is failing to meet standards and the outside employment may be related to the deficient performance.
 - 1. Approval for the outside employment may be re-established when the employee's performance has reached a satisfactory level and with a supervisor's authorization.
- (b) When an employee's conduct or outside employment conflicts with city policy or any law.
- (c) When the outside employment creates an actual or apparent conflict of interest with the City.

617.3.4 APPEAL

If an employee's request for outside employment is denied or if previous approval is revoked or suspended, the employee may file a written notice of appeal with the City Administrator or the authorized designee within 10 days of receiving notice of the denial, revocation, or suspension.

A revocation or suspension will only be implemented after the employee has completed the appeal process.

If the employee's appeal is denied, the employee may file a grievance as provided in the Grievances Policy.

617.4 REQUIREMENTS

617.4.1 PROHIBITED OUTSIDE EMPLOYMENT

The City reserves the right to deny any request for outside employment that involves:

- (a) The use of city time, facilities, equipment, or supplies.
- (b) The use of any city badge, uniform, or influence for private gain or advantage.
- (c) The employee's receipt or acceptance of any money or other consideration for the performance of duties or services required or expected of the employee in the normal course of employment or appointment.
- (d) The performance of duties or services that may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other employee of the City.
- (e) Demands upon the employee's time that would render the employee's work performance for the City deficient or substandard.
- (f) Activities that may conflict with any other policy or rule of the City.

617.4.2 LOCAL GOVERNMENT RESOURCES

Employees are prohibited from using any city equipment or resources in the course of, or for the benefit of, any outside employment. This shall include the prohibition against employees using their position with the City to gain access to official records or databases.

Outside Employment

617.4.3 REVIEW OF FINANCIAL RECORDS

Unless prohibited by law under the circumstances, prior to approving outside employment, the City Administrator or the authorized designee may request that an employee provide a copy of personal financial records for review if it is determined that a conflict of interest may exist. Failure or refusal by the employee to provide such records may result in denial of the outside employment.

If, after approving a request for outside employment, the City obtains information that a financial conflict of interest exists, the City Administrator or the authorized designee may request that the employee provide a copy of personal financial records for review. Failure or refusal by the employee to provide such records may result in revocation or suspension of approval of the outside employment pursuant to this policy.

617.4.4 CHANGES IN OUTSIDE EMPLOYMENT STATUS

Employees who terminate their outside employment shall promptly submit written notification of such termination to their immediate supervisor. Any subsequent request for renewal or continued outside employment must thereafter be processed and approved through the guidelines set forth in this policy.

Employees shall also promptly submit in writing to their immediate supervisor any material changes in outside employment, including any change in the number of hours, type of work, or the demands of any approved outside employment. Employees who are uncertain whether a change in outside employment is material are advised to report the change.

617.4.5 LEAVE OR RESTRICTED DUTY STATUS

Employees who are placed on leave or other restricted duty status shall inform their immediate supervisors in writing within five days as to whether they intend to continue their outside employment while on such leave or restricted status. The immediate supervisor shall review the duties of the outside employment, along with any related orders (e.g., administrative, medical), and make a recommendation to the City Administrator or the authorized designee regarding whether such employment should continue.

In the event that the City Administrator or the authorized designee determines that the outside employment should be discontinued, or if the employee fails to promptly notify an immediate supervisor of the employee's intention regarding outside employment, a notice revoking approval of the outside employment will be forwarded to the employee and a copy attached to the original outside employment request.

Criteria for revoking approval due to leave or restricted duty status include but are not limited to:

- (a) The outside employment is medically detrimental to the total recovery of the employee.
- (b) The outside employment requires performance of the same or similar physical ability as would be required in the employee's city job.
- (c) The employee fails to give timely notice of intent regarding outside employment to an immediate supervisor.

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Outside Employment

When the employee returns to full duty with the City, a written request may be submitted to the City Administrator or the authorized designee to approve the outside employment request.

Personal Appearance Standards

618.1 PURPOSE AND SCOPE

This policy provides guidelines for the personal appearance of city employees.

Dress code requirements for uniformed and non-uniformed employees are addressed in the Dress Code Policy.

618.2 POLICY

City employees shall maintain their personal hygiene and appearance to project a professional image that is appropriate for public service and for the department in which they work. Personal appearance standards are primarily based on safety requirements, appearance conformity, and the social norms of the community served, while considering matters important to city employees.

618.3 GROOMING

The following appearance standards shall apply to all employees unless the employee's supervisor has granted an exception.

618.3.1 PERSONAL HYGIENE

All employees must maintain proper personal hygiene. Examples of improper personal hygiene include but are not limited to dirty fingernails, bad breath, body odor, and dirty or unkempt hair.

Employees should adhere to the following general guidelines in their personal appearance when presenting to work. Employees may be subject to additional personal hygiene standards set forth in supplemental policies established by each department.

- (a) Hair shall be neatly trimmed or arranged.
- (b) Facial hair (e.g., beards, goatees, sideburns, mustaches, eyebrows) must be clean and well-groomed. Facial hair for certain employees may be prohibited if it creates a safety hazard (i.e., facial hair for employees who regularly wear certain types of respirators).
- (c) Fingernails should be clean and neatly trimmed to a length that does not present a safety concern.

618.4 APPEARANCE

618.4.1 JEWELRY

For the purpose of this policy, jewelry refers to rings, earrings, necklaces, bracelets, wristwatches, and tie tacks or tie bars. Jewelry shall present a professional image and may not create a safety concern for the employee or others. Jewelry that depicts racial, sexual, discriminatory, gangrelated, or obscene language is not allowed.

618.4.2 TATTOOS

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Personal Appearance Standards

During work hours and while representing the City in any official capacity, employees should make every reasonable effort to conceal tattoos or other body art. At no time while an employee is representing the City in any official capacity shall any offensive tattoo, henna or other body art be visible. Examples of offensive tattoos include but are not limited to those that exhibit or advocate discrimination; those that exhibit gang, supremacist, or extremist group affiliation; and those that depict or promote drug use, sexually explicit acts, or other obscene material.

618.4.3 BODY PIERCING OR ALTERATION

Body piercing (other than earlobes) or alteration to any area of the body that is visible while representing the City in any official capacity, that is a deviation from normal anatomical features, and that is not medically required, is prohibited. Such body alteration includes but is not limited to:

- (a) Tongue splitting or piercing.
- (b) The complete or transdermal implantation of any material other than hair replacement (i.e., foreign objects inserted under the skin to create a design or pattern).
- (c) Abnormal shaping of the ears, eyes, nose, or teeth (i.e., enlarged or stretched out holes in the earlobes).
- (d) Branding, scarification, or burning to create a design or pattern.

618.4.4 DENTAL ORNAMENTATION

Dental ornamentation that is for decorative purposes and that is not medically required is prohibited while representing the City in any official capacity. Such ornamentation includes but is not limited to:

- (a) Objects that are bonded to front teeth.
- (b) Gold, platinum, or other veneers or caps used for decorative purposes.

618.4.5 GLASSES AND CONTACT LENSES

Eyeglasses and sunglasses shall present a professional image. Contact lenses with designs that change the normal appearance of the eye and that are not medically required are prohibited during work hours and while representing the City in any official capacity.

618.4.6 COSMETICS AND FRAGRANCES

Cosmetics shall present a professional image. Use of cologne, perfume, aftershave lotion, and other items used for body fragrance shall be kept to a minimum.

618.5 EXEMPTIONS

City employees may request exemptions from portions of this policy when application would affect a disability, a religious practice or belief, or other protected characteristics. Requests for

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exemptions should be addressed to the City Administrator or the authorized designee. The City Administrator should be advised any time a request for accommodation is denied.

Dress Code

619.1 PURPOSE AND SCOPE

This policy provides dress code guidelines for city employees.

Other related topics are addressed in the Local Government-Owned and Personal Property and Personal Appearance Standards policies.

619.2 POLICY

It is the policy of the City that uniformed employees are readily identifiable to the public through the proper use and wearing of city uniforms and that the appearance of all employees is suitable and appropriate for their position.

619.3 WORK ATTIRE FOR NON-UNIFORMED EMPLOYEES

Non-uniformed employees shall dress in a manner appropriate for their position and any department-specific standards. The following guidelines apply to all non-uniformed employees:

- (a) Clothing shall fit properly, be clean and free of stains, and not be damaged or excessively worn.
- (b) Employees assigned primarily to an office environment, including management, administrative, and support positions, shall wear business-appropriate attire.
- (c) Variations from this policy are allowed at the discretion of the employee's immediate supervisor or the head of the department based upon the employee's assigned job duties.
- (d) No item of civilian attire that would adversely affect the reputation of the City or employee morale may be worn during work hours.
- (e) The following items shall not be worn during work hours or when representing the City in any official capacity:
 - 1. Clothing that reveals cleavage, the back, chest, stomach, or buttocks
 - 2. T-shirt alone or exposed undergarments
 - 3. Swimsuits, tank tops, tube tops, or halter tops
 - 4. Sweatshirts, sweatpants, or similar exercise clothing
 - Spandex-type pants or transparent clothing
 - Shorts
 - Clothing, buttons, or pins displaying racial, sexual, discriminatory, gang-related, or obscene language

619.4 UNIFORMS

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Dress Code

The City will provide uniforms for all employees who are required to wear them in the manner, quantity, and frequency agreed upon in the respective employee group's employment agreement, if applicable. The City may provide other employees with uniforms at the direction of the City Administrator.

The City Administrator or the authorized designee shall maintain and update uniform and equipment specifications, which should be consulted by employees as needed. Uniforms shall be worn as described therein and as specified in this policy and any supplemental department policies.

The following shall apply to those employees assigned to wear city-issued uniforms:

- (a) Uniforms and equipment shall be maintained in a serviceable condition and shall be ready at all times for immediate use. Uniforms shall be neat, clean, and appear professionally pressed, as necessary for the position.
- (b) Uniforms shall be worn in compliance with any applicable city specifications and department policy.
- (c) Uniforms are only to be worn during work hours, at official city functions or events, while in transit to or from work, or when authorized by the City Administrator or the authorized designee.
- (d) Employees are not to purchase or drink alcoholic beverages while wearing any part of city-issued uniforms.
- (e) Supervisors shall monitor employee compliance with this policy through periodic inspections of employees within their department who wear a city-issued uniform.

All uniforms and equipment issued to city employees shall be returned to the City upon termination or resignation.

619.5 UNAUTHORIZED UNIFORMS, EQUIPMENT, AND ACCESSORIES

City employees may not wear any uniform item, accessory, or attachment unless specifically authorized by the City Administrator or the authorized designee.

Employees may not use or carry any safety item, tool, or other piece of equipment unless specifically authorized by the City Administrator or the authorized designee.



Family and Medical Leave

620.1 PURPOSE AND SCOPE

The purpose of this policy is to provide general guidance for managing unpaid leave for eligible employees for qualified medical and family reasons, including (29 USC § 2612):

- The birth, adoption, or foster care placement of a child.
- To care for a qualified family member with a serious health condition.
- When an employee is unable to work because of the employee's own serious health condition.
- To care for a spouse, son, daughter, parent, or next of kin who is a service member
 of the United States Armed Forces and who has a serious injury or illness incurred
 in the line of duty.

This policy does not address all possible situations and circumstances that may arise when an employee requests leave for family or medical reasons. As these leave situations arise, supervisors should consult with the City Administrator or authorized designee to obtain specific guidance regarding leave rights and obligations.

Nothing in this policy supersedes any provision of any employment agreement, civil service or other local rule, or any law that provides greater family or medical leave rights.

620.1.1 DEFINITIONS

Definitions related to this policy include:

Child - A child under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability (29 USC § 2611; 29 CFR 825.102; 29 CFR 825.122). An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, or foster child; stepchild; or a child for whom the employee is standing in loco parentis (in place of a parent).

FMLA - The federal Family and Medical Leave Act (29 USC § 2601 et seq.).

Qualified health care professional - A physician, surgeon, doctor of osteopathy, podiatrist, dentist, psychologist, optometrist, nurse practitioner, nurse midwife, clinical social worker, or physician assistant duly licensed and authorized to practice medicine; chiropractors for some purposes; any health care provider from whom the city benefits plan will accept certification of the existence of a serious health condition to substantiate a claim for benefits (29 CFR 825.125).

Spouse - The person with whom an employee has entered into a marriage defined or recognized by the location in which the marriage was entered into (29 USC § 2611(13); 29 CFR 825.102; 29 CFR 825.122).

620.2 POLICY

It is the policy of the City to manage unpaid leave for eligible employees for qualified medical and family reasons in compliance with federal law and any applicable employment agreement.

Family and Medical Leave

620.3 ELIGIBLE EMPLOYEES

Employees are eligible for FMLA after working for the City for at least one year and completing 1,250 hours over the 12 months prior to the commencement of the leave (29 USC § 2611; 29 CFR 825.110). Employees may not be eligible for leave if there are fewer than 50 other employees within 75 miles of the employee's work site.

620.4 TYPE AND DURATION OF LEAVE

Generally, eligible employees are entitled under FMLA to 12 workweeks of unpaid leave during a 12-month period (29 USC § 2612; 29 CFR 825.100). Up to 26 weeks of unpaid leave during a single 12-month period may be available to care for certain injured military service members. The 12-month period is measured backward from the date leave is taken and continuously with each additional leave day taken.

620.4.1 SERIOUS HEALTH CONDITIONS

Eligible employees may take up to 12 weeks of leave to care for a spouse, child, or parent with a serious health condition or when the employee is unable to work because of the employee's own serious health condition (29 USC § 2612(a)(1); 29 CFR 825.200).

If both spouses are employed by the City, the combined number of workweeks to care for a sick parent is limited to 12 workweeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.201).

Generally, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves (29 USC § 2611; 29 CFR 825.113):

- An overnight stay in a hospital, hospice, or residential medical care facility (29 CFR 825.114).
- Continuing treatment by a qualified health care professional due to a serious health condition of more than three full consecutive calendar days (29 CFR 825.115(a)).
- Any period of incapacity due to pregnancy complications or prenatal care (29 CFR 825.115(b)).
- A chronic condition that requires treatment (29 CFR 825.115(c)).
- A permanent condition for which treatment may not be effective (such as Alzheimer's or the terminal stages of a disease) (29 CFR 825.115(d)).
- Any period of absence to receive multiple treatments, including any recovery period, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days without medical intervention or treatment (such as cancer chemotherapy or physical therapy for arthritis) (29 CFR 825.115(e)).

620.4.2 BIRTH OR PLACEMENT OF A CHILD

Eligible employees may take up to 12 weeks of leave for the birth, adoption, or foster care placement of a child of the employee (29 USC § 2612; 29 CFR 825.200). The leave must be

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concluded within one year of the birth or placement of the child (29 CFR 825.120; 29 CFR 825.121).

If both parents are employed by the City, the combined number of workweeks of leave is limited to 12 workweeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.120; 29 CFR 825.121).

620.4.3 MILITARY EXIGENCY LEAVE

Eligible employees may take service member leave of up to 12 weeks for qualifying exigencies occurring because a spouse, child, or parent is on covered active duty or has been notified of an impending order to active duty (29 USC § 2612(a)(1)(E); 29 CFR 825.200). This type of leave is available to a family member of a person in the National Guard, Reserves, or members of the regular Armed Forces deployed to a foreign country. Qualifying exigencies include (29 CFR 825.126):

- Addressing issues that arise from a short notice (seven or less days) deployment.
- Attending military events related to the active duty or call to duty.
- Attending family support or assistance programs.
- Making child care or educational arrangements or attending school activities arising from active duty or a call to active duty.
- Making financial and legal arrangements.
- Spending time with a military member who is on short-term rest-and-recuperation leave during a period of deployment.
- Attending post-deployment activities.
- Addressing issues that arise from the death of a military member, such as making funeral arrangements.
- Caring for a military member's parent who is incapable of self-care, such as providing care on an immediate-need basis or arranging for alternative care.

620.4.4 MILITARY CAREGIVER LEAVE

Eligible employees may take up to 26 weeks of leave in a single 12-month period to care for a spouse, son, daughter, parent, or next of kin who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, provided that such injury or illness may render the family member medically unfit to perform work (29 USC § 2612; 29 CFR 825.200).

Military caregiver leave is also available to family members of covered veterans who were members of the Armed Forces, including the National Guard or Reserves, at any point in the five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy (29 USC § 2612; 29 CFR 825.127).

During the single 12-month period, employees are entitled to no more than a combined total of 26 weeks of FMLA leave. In any case in which both spouses are employed by the City, the combined number of workweeks of leave is limited to 26 workweeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.127).

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Service member FMLA leave runs concurrent with other leave entitlements provided under federal, state, and local law. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

620.4.5 INTERMITTENT LEAVE

An employee may take leave for the employee's own serious health condition, for the serious health condition of the employee's spouse, child, or parent, or to care for a covered service member with a serious injury or illness, intermittently or on a reduced schedule if medically necessary, and if that medical need can best be accommodated by an intermittent schedule as defined in federal law (29 USC § 2612(b); 29 CFR 825.202; 29 CFR 825.124).

Leave due to a military exigency may be taken on an intermittent or reduced leave schedule (29 CFR 825.202).

Intermittent leave for the birth, adoption, or foster care placement of a child is only available if granted at the discretion of the City Administrator, unless the employee has a serious health condition in connection with the birth or if the newborn child has a serious health condition (29 CFR 825.120; 29 CFR 825.121).

Intermittent leave for any employee shall be tracked and calculated.

620.4.6 PREGNANCY DISABILITY LEAVE

Pregnant employees who are disabled by pregnancy may be entitled to a disability leave in addition to any FMLA leave. The duration of leave is dependent on the circumstances. The City Administrator shall defer to a pregnant employee's qualified health care professional in assessing the employee's ability to work.

620.5 EMPLOYMENT BENEFITS WHILE ON LEAVE

While on leave, employees will continue to be covered by any group health insurance to the same extent that coverage is provided while the employee is on the job (29 USC § 2614(c); 29 CFR 825.209). However, employees will not continue to be covered under non-health benefit plans.

Employees are responsible for any health plan employee contributions while on leave (29 CFR 825.210). Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. If an employee fails to return to work after the leave entitlement has been exhausted or expires, the City may recover its share of health plan premiums for the entire leave period unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member that would entitle the employee to leave, or because of circumstances beyond the employee's control (29 CFR 825.213). The City may recover premiums through deduction from any sums (e.g., unpaid wages, vacation pay).

Employees may not earn additional time off while on unpaid leave.

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620.6 SUBSTITUTION OF PAID ACCRUED LEAVES

Subject to applicable employment agreements and civil service rules, employees are required to exhaust all applicable paid accrued leave before taking unpaid leave. Paid accrued leave includes vacation leave, sick leave, personal leave, and compensatory time earned in lieu of overtime, pursuant to the Fair Labor Standards Act, during FMLA leave. Employees may not use paid accrued leave to extend FMLA leave beyond 12 workweeks per year.

620.7 USE OF FMLA LEAVE

If an employee takes a leave of absence for any reason that is FMLA qualifying, the City may designate that non-FMLA leave as running concurrently with the employee's 12-week FMLA leave entitlement.

620.8 GUIDELINES

The following guidelines will apply for all employees requesting leave under FMLA:

- (a) When a leave is requested for a medical or other FMLA-related treatment appointment, the employee must make a reasonable effort to schedule the appointment at a time that minimizes disruption to city operations (29 USC § 2612; 29 CFR 825.302).
- (b) An employee who wishes to take FMLA leave must provide the employee's supervisor with 30 days' advanced notice when the leave is foreseeable or as soon as practicable if the need for leave is not foreseeable (29 USC § 2612; 29 CFR 825.302; 29 CFR 825.303).
- (c) At the time of the request, the employee must complete an FMLA request form.

Requests for medical leave shall be accompanied by a qualified health care professional statement, including the date on which the serious health condition began and the estimated date of return to work (29 USC § 2613; 29 CFR 825.302).

Once the leave is requested or designated by the City, the supervisor should forward the request and any medical certifications to the City Administrator or the authorized designee and ensure the employee is provided the necessary forms and FMLA information and required notices within five business days (29 CFR 825.300).

Employees are required to provide medical certification of a qualified health care professional or military documentation, if requested (29 CFR 825.305; 29 CFR 825.308; 29 CFR 825.309; 29 CFR 825.310).

Employees shall be required to periodically report on their status and intent to return to work (29 USC § 2614; 29 CFR 825.311). This may assist in avoiding a delay in reinstatement when the employee is ready to return to work.

Employees returning from a medical leave for the employee's own serious health condition will be required to present medical verification from a qualified health care professional of the employee's ability to return to work and a list of any restrictions that need to be accommodated (29 USC § 2614; 29 CFR 825.100; 29 CFR 825.312).

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620.9 REINSTATEMENT FOLLOWING LEAVE

Generally, employees returning from FMLA leave within the qualified period will be restored to their original job or to an equivalent job with equivalent pay and benefits (but not seniority), unless the employee would not otherwise have been employed at the time reinstatement is requested (e.g., in the case of a layoff) (29 USC § 2614; 29 CFR 825.214; 29 CFR 825.216).

If the same position is no longer available, such as in a layoff, the employee will be entitled to a position that is comparable in pay, job content, and promotional opportunities and geographic location, if such a comparable position exists.

If upon return from leave an employee is unable to perform the essential functions of the job because of a physical or mental disability, the supervisor should work with the City Administrator or the authorized designee to engage in an interactive process with the employee to identify a potential reasonable accommodation.

After exhausting paid FMLA leave, non-paid leave will continue until the conclusion of the protected 12- or 26-week time limit. Following the protected leave, the City Administrator or the authorized designee in consultation with the legal counsel will determine whether non-FMLA leave should apply.

620.10 RESPONSIBILITY

The responsibilities of the City Administrator or the authorized designee include but are not limited to (29 CFR 825.108; 29 CFR 825.110; 29 CFR 825.112; 29 CFR 825.300; 29 CFR 825.301):

- (a) Attempting to determine whether an employee absence of four or more days may qualify as FMLA leave.
- (b) Determining if an employee is eligible for FMLA leave.
- (c) Determining if leave is for an FMLA-qualifying reason.
- (d) Granting or denying a request for FMLA leave and providing designation notice to the employee within five business days of designation.
- (e) Providing eligibility notice to the employee within five business days of the request for FMLA leave or when acquiring knowledge that an employee's leave may be for FMLA.
 - 1. If the employee is not eligible for FMLA leave, the notice must state at least one reason why the employee is not eligible.
- (f) Providing a written rights and responsibilities notice each time the eligibility notice is provided to an employee.

The City Administrator or the authorized designee should work with legal counsel regarding questions relating to leave or reinstatement from leave under this policy.

620.11 RECORDS

The City will maintain leave-related records as required by 29 CFR 825.500 for at least three years and in compliance with the city's established records retention schedule.

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Records and documents related to doctor certifications and other medical information created for purposes of complying with FMLA and this policy shall be maintained as confidential medical records in separate files from employee personnel files.

620.12 NOTICE TO EMPLOYEES

The City Administrator or the authorized designee should ensure that a notice explaining the FMLA's provisions and guidelines is prominently posted in conspicuous places in the City where it can be readily seen by all employees and applicants for employment. Electronic posting is sufficient as long as the other posting requirements have been met as provided by 29 CFR 825.300 (29 CFR 825.300).

Sick Leave

621.1 PURPOSE AND SCOPE

This policy provides general guidance regarding the use and processing of sick leave. Additional terms for the of use of sick leave for eligible employees may be covered in another applicable city policy or employment agreement.

This policy is not intended to cover all types of sick leave. For example, employees may be entitled to additional paid or unpaid leave for certain family and medical reasons as addressed in the Family and Medical Leave Policy.

621.2 POLICY

It is the policy of the city to provide eligible employees with a sick leave benefit.

621.3 USE OF SICK LEAVE

Sick leave is intended to be used for qualified absences. Sick leave is not considered vacation. Abuse of sick leave may result in discipline, denial of sick leave benefits, or both.

Employees on sick leave shall not engage in other employment or self-employment or participate in any sport, hobby, recreational activity, or other activity that may impede recovery from the injury or illness (see the Outside Employment Policy).

Qualified appointments should be scheduled during an employee's non-working hours when it is reasonable to do so.

621.3.1 NOTIFICATION

All employees should notify the appropriate supervisor as soon as they are aware that they will not be able to report to work and no less than one hour before the start of their scheduled shifts. If, due to an emergency, an employee is unable to contact the supervisor, every effort should be made to have a representative for the employee contact the supervisor.

When the necessity to be absent from work is foreseeable, such as planned medical appointments or treatments, the employee shall, whenever possible and practicable, provide the City with no less than 10 days' notice of impending absence.

Upon return to work, employees are responsible for ensuring their time off was appropriately accounted for, and for completing and submitting the required documentation describing the type of time off used and the specific amount of time taken.

621.4 EXTENDED ABSENCE

Employees absent from work for more than three consecutive days shall be required to furnish a statement from a health care provider or verification supporting the need to be absent and/or

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the ability to return to work. Employees on an extended absence shall, if possible, contact their supervisor at specified intervals to provide an update on their absence and expected date of return.

Nothing in this section precludes a supervisor from requiring, with cause, a health care provider's statement for an absence of three or fewer days.

621.5 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include but are not limited to:

- (a) Monitoring and regularly reviewing the attendance of employees to ensure that the use of sick leave and absences is consistent with this policy.
- (b) Attempting to determine whether an absence of four or more days may qualify as family medical leave and consulting with legal counsel, Human Resources, or the City Administrator as appropriate.
- (c) Addressing absences and sick leave use in the employee's performance evaluation when excessive or unusual use has:
 - Negatively affected the employee's performance or ability to complete assigned tasks.
 - 2. Negatively affected city operations.
- (d) When appropriate, counseling employees regarding excessive absences and/or inappropriate use of sick leave.
- (e) Referring eligible employees to an available employee assistance program when appropriate.



Travel Reimbursement Policy

622.1 PURPOSE AND SCOPE

The purpose of this policy is to set guidelines for submission and reimbursement of city travelrelated expenses. This policy applies to all employees and elected officials who incur travel expenses on behalf of the City.

622.1.1 DEFINITIONS

Definitions related to this policy include:

Travel expenses - Eligible expenses for travel, lodging, meals, and registration fees associated with participation in approved training programs, conventions, seminars, memorials, and other events that relate to an employee's or elected official's responsibilities, training, and/or education, or that serve a direct city purpose.

622.2 POLICY

It is the policy of the City to reimburse or issue per diem to employees and elected officials for reasonable and necessary work-related travel expenses.

622.3 COORDINATOR

The City Administrator should designate an employee to develop and maintain guidelines related to this policy. Guidelines should include:

- (a) Detailed processes for submitting pre-approvals and travel reimbursement requests.
- (b) Reviewing and maintaining necessary forms and documentation.
- (c) Periodic audits to review compliance with this policy.

622.4 EXPENSE GUIDELINES

622.4.1 TRANSPORTATION

All travel should be by the most cost-effective means possible, considering distance, location, and type. The following forms of travel should be considered:

- (a) City vehicle
 - 1. When using a city vehicle, the fuel, tolls, and reasonable parking expenses (e.g., valet should not be used unless there is no other option) will be reimbursed.
- (b) Private vehicle
 - 1. When using a private vehicle, reimbursement will be at the current IRS mileage
- (c) Rental vehicle, train, and air
 - 1. Employees or elected officials should obtain approval from the Department Head or the authorized designee before booking a rental vehicle, train fare, or airfare.

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2. Full reimbursement may not be approved if the employee or elected official does not obtain advance approval and/or does not purchase the most economical fare.

Travel may be paid for or purchased in advance by the City with the approval of the Department Head or designee.

622.4.2 ACCOMMODATIONS

If travel requires the employee or elected official to stay overnight, the employee or elected official should coordinate with their Department Head to arrange lodging and request approval from the Department Head or the authorized designee before departure.

Lodging should be at or near the event at standard rates. Employees, elected officials, or Department Heads should make all reasonable efforts to get the best rates possible, including researching whether government rates are available and whether tax-exempt certificates are accepted or assignments of rights to refund are provided. Employees, elected officials, and Department are expected to take reasonable steps to provide or obtain the forms for tax exemption, when applicable, and submit the forms to the City in a timely manner. "Travel and Lodging Rates" should be researched and calculated under the US General Services Administration prior to travel. The determined amount should be provided or a purchasing option (Cal Card) to the employee by the city prior to travel.

Accommodations may be paid for or purchased in advance by the City with the approval of the Department Head or designee.

622.4.3 MEALS

Employees or elected officials traveling on city business may choose meal cost reimbursement according to the terms and conditions as established by the City or receive per diem in accordance with the U.S. General Services Administration. "Meal and Incident Rates" should be researched under the US General Services Administration prior to travel. The per diem should be provided to the employee by the city prior to travel.

622.4.4 PROHIBITED EXPENSES

Expenses not eligible for reimbursement include but are not limited to:

- (a) Expenses for any non-employee or non-elected official.
- (b) Non-business-related telephone calls.
- (c) Entertainment expenses unless pre-approved by the City Administrator or the authorized designee.
- (d) Alcoholic beverages.
- (e) Outside meals if the conference/event lodging reservation includes a meal package.
- (f) Any travel-related expense that is covered by another source.

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Travel Reimbursement Policy

622.5 APPROVALS

All travel should be pre-approved by the City Administrator or the authorized designee. When appropriate, once travel has been completed, the employee or elected official should submit requests for travel expense reimbursement:

- To the Department Head or the authorized designee for review and approval as soon (a) as practicable, but no later than 14 days after completion of travel.
- (b) On a city form. The form should contain a statement that the expenses were incurred by the traveler as necessary for the performance of official duties and shall be verified by a written declaration that all information is true and correct.
- With an attached receipt or other documentation of the expense. (c)

Upon receipt of a request for reimbursement, the Department Head or the authorized designee should review and process the request as appropriate. If additional information is needed to process the request, the employee should be given an opportunity to provide the information. If a request for reimbursement is denied, the reason for the denial should be provided in writing, and the employee should have an opportunity to respond.

If an employee fails to follow the required processes and obtain appropriate approvals, reimbursement of travel expenses may be denied.

Petty Cash Management

623.1 PURPOSE AND SCOPE

This policy provides for the establishment and administration of a city petty cash fund.

623.2 POLICY

The City will establish, administer, and maintain a petty cash fund according to this policy.

623.2.1 DEFINITIONS

Definitions related to this policy include:

Custodian - The individual designated by the Finance Director, or the authorized designee, as having custody of and responsibility for maintaining the petty cash fund.

Petty cash fund - A reserve of money established to make small purchases when payment by purchase order or voucher is not practical.

623.3 RESPONSIBILITIES

623.3.1 FINANCE DIRECTOR RESPONSIBILITIES

The Finance Director, or the authorized designee, is responsible for establishing and maintaining guidelines for the operation of a petty cash fund consistent with state and local law. The guidelines should include but are not limited to:

- (a) Designation of a petty cash custodian.
- (b) Initial and replenishment fund amounts. The petty cash fund should not exceed the amount established by the City.
- (c) Maximum dollar amount for purchases.
- (d) A sample petty cash voucher for use by employees to request cash from the custodian. The petty cash vouchers should be sequentially numbered and include space for the following information:
 - 1. The date of the disbursement
 - The amount disbursed or reimbursed
 - The budget expense account
 - 4. The vendor name
 - The signature of the employee receiving petty cash
- (e) A petty cash ledger for use by the custodian. The ledger may be maintained electronically or by hand and should require the following information for all transactions:
 - 1. The name of the employee receiving cash
 - 2. The amount disbursed to the employee

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- The reason for the disbursement
- 4. The amount of any cash returned
- 5. The amount of any cash received to replenish the account
- A copy of any purchase receipt
- (f) A requirement that the custodian provide a full accounting and reconciliation of all fund transactions to the Finance Director, which the Finance Director should then review and approve according to the petty cash guidelines before authorizing replenishment of the petty cash fund.
- (g) A requirement that the petty cash fund be audited by the Finance Director's authorized designee at least quarterly and that the results of the audit are provided to the City Administrator.
- (h) Creation of disciplinary guidelines for situations where the custodian has violated this policy or applicable guidelines, or where an employee is found to have provided false information for the purpose of obtaining petty cash funds, including referral to law enforcement when the facts indicate that a crime may have occurred.
- (i) Designation of a physical location for the petty cash fund. The fund should be secured in the following manner:
 - 1. A lockbox with a key or combination lock.
 - 2. The lockbox should then be stored in a safe, securable drawer, cabinet, or locker.
 - 3. The safe, securable drawer, cabinet, or locker should be in a securable room or office with restricted access.

623.3.2 PETTY CASH CUSTODIAN RESPONSIBILITIES

The custodian's responsibilities should include but are not limited to:

- (a) Maintaining the fund according to this policy, petty cash guidelines, and state and local laws.
- (b) Remaining familiar with applicable state and local laws relating to petty cash funds and proposing related updates to guidelines as necessary.
- (c) Requesting replenishment funds from the Finance Director, or the authorized designee, when the funds in the account fall below the established replenishment amount or requesting funds needed to bring the fund back to the maximum allowable amount.
- (d) Receiving funds for replenishment only from funds approved and allocated from the city accounts or from returned, unused funds properly issued to employees.
- (e) Maintaining the petty cash ledger according to this policy and the petty cash guidelines.
- (f) When someone other than the custodian will be handling the petty cash fund, accounting for all petty cash and vouchers before transferring petty cash responsibilities to the alternate custodian.

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Petty Cash Management

623.4 PETTY CASH VOUCHERS

The Finance Director should maintain an appropriate stock of petty cash vouchers and provide them to the custodian as requested.

Conflict of Interest

624.1 PURPOSE AND SCOPE

The purpose of this policy is to assist employees in recognizing and avoiding potential conflicts of interest, thereby ensuring effective and ethical operating practices on the part of the City.

624.1.1 DEFINITIONS

Definitions related to this policy include:

Business relationship - A situation when an employee serves as an employee, independent contractor, compensated consultant, owner, board member, shareholder, or investor in an outside business, company, partnership, corporation, venture, or other transaction where the employee's annual interest, compensation, investment, or obligation is greater than\$250. This includes business relationships as defined by state law.

Conflict of interest - Any actual, perceived, or potential conflict of interest in which it reasonably appears that an employee's action, inaction, or decisions are or may be influenced by an employee's personal or business relationship. This includes conflicts defined and prohibited by state law.

624.2 POLICY

Employees of the City are expected to conduct themselves with the utmost professional integrity and objectivity. Employees will guard against actual or perceived conflicts of interest to ensure the fair and equitable treatment of city employees and the public, and thereby maintain the trust of the public and city employees.

624.3 RESTRICTED DUTIES AND ASSIGNMENTS

The City prohibits the following types of personal or business relationships among employees:

- (a) Employees are prohibited from directly supervising, occupying a position in the line of supervision, or being directly supervised by any other employee who is a relative or with whom they are involved in a personal or business relationship.
 - 1. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor should make every reasonable effort to defer matters pertaining to the involved employee to an uninvolved supervisor.
 - 2. When personnel and circumstances permit, the City will attempt to make every reasonable effort to avoid placing such employees in supervisor/subordinate situations. The City, however, reserves the right to transfer or reassign any employee to another position within the same classification to avoid conflicts with any provision of this policy.
- (b) Employees are prohibited from participating in, contributing to, or recommending promotions, assignments, performance evaluations, transfers, or other personnel decisions affecting an employee who is a relative or with whom they are involved in a personal or business relationship.

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(c) Whenever possible, trainers should not be assigned to train relatives. Trainers are prohibited from entering or maintaining personal or business relationships with any employee they are assigned to train until such time as the training has been successfully completed and the employee is off probation.

624.3.1 EMPLOYEE RESPONSIBILITY

Employees shall follow all laws regarding actual or perceived conflicts of interest and should avoid situations that create the appearance of an actual or perceived conflict of interest. Employees should take reasonable steps to address a perception of a conflict of interest when such a perception is reasonably foreseeable and avoidable (e.g., deferring a decision to an uninvolved employee).

Whenever any employee is placed in circumstances that would require the employee to take enforcement action or to provide official information or services to any relative or individual with whom the employee is involved in a personal or business relationship, that employee shall promptly notify an uninvolved immediate supervisor.

In the event that no uninvolved supervisor is immediately available, the employee shall promptly notify the City Administrator and/or Human Resources to have another uninvolved employee either relieve the involved employee or, minimally, remain present to witness the action.

624.3.2 SUPERVISOR RESPONSIBILITY

Upon being notified of or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor should take all reasonable steps to promptly mitigate or avoid such violations whenever possible.

Supervisors should also promptly notify the City Administrator and/or Human Resources of such actual or potential violations.

Fitness and Wellness

625.1 PURPOSE AND SCOPE

The purpose of the Fitness and Wellness policy is to encourage, motivate, and challenge employees to take an active interest in their physical performance capability and to promote general employee health and well-being.

625.2 POLICY

The City supports voluntary fitness and wellness for all city employees.

Classification Provision

626.1 PURPOSE AND SCOPE

The Classification Plan provides a complete inventory of all positions in the City service and an accurate description and specifications for each class of employment. The Plan standardizes titles, each of which is indicative of a definite range of duties and responsibilities and has the same meaning throughout the service.

626.2 POLICY

This rule shall apply to all employees and applicants. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding the City Charter, City Code, or the Memorandum of Understanding shall prevail.

626.3 CLASSIFICATION PLAN

After consulting with the City Administrator and heads of departments affected, the Personnel Officer, or a person or agency employed for that purpose, shall ascertain, and record the duties and responsibilities of all positions in the City service and shall recommend to the City Administrator a classification plan for such positions. Before the classification plan or any part thereof shall become effective, it shall first be approved in whole or in part by a majority of the City Council. The classification plan so developed shall group positions in the City service into classes, as defined by written class specifications. Each class specification shall outline the main characteristics and desirable qualification requirements of position allocated to the class, and give examples of duties, including essential and non-essential functions, which employees holding such positions may properly be required to perform. The class specification is descriptive and explanatory, but not restrictive. The listing of particular examples of duties shall not preclude the assignment of other tasks and duties of related kind, character, or skills. The statement of desirable qualification in a class specification is intended to be used as a guide in selecting candidates for employment, as an aid in the preparation of competitive examinations, and for use in determining the relative value of positions in one class with positions in other classes. (Amended-Res. 5228)

Each class shall include those positions sufficiently similar in respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skills, and abilities may apply; and that the same salary range may be made to apply with reasonable equity to all positions in the same class.

In the preparation of the classification plan, the Personnel Officer or designee shall allocate every position in the competitive service to one of the classes established by the plan. The Personnel Officer, or designee, shall conduct necessary reviews and prepare recommendations for action by a majority of the City Council so that the classification plan is kept current and that changes in existing classes, the establishment of new classes, or the abolition of classes are properly reflected in the classification plan. (Amended Res. 5228)

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Classification Provision

The Personnel Officer or designee shall reallocate any position from one class to another class whenever a change in duties and responsibilities of such position makes the class to which the position was previously allocated no longer applicable. Any proposed reallocation to be made shall be made with the knowledge of the employee and department head concerned.

No person shall be appointed or employed to fill any position until the Classification Plan shall have been amended and approved by a majority of the City Council to provide, therefore. (Amended - Resolution 5228)

626.4 CHANGES IN CLASSIFICATION

(a) Transfer

- No person shall be transferred to a position for which that person does not possess the minimum qualifications. Upon notice and approval to the Personnel Officer, an employee may be transferred by the Personnel Officer or designee at anytime from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.
- 2. If the transfer involves a change from one department to another, both department heads must consent thereto unless the City Administrator orders the transfer. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the Personnel Ordinance or these rules.

(b) Promotion

- Insofar as is consistent with the best interests of the City, vacancies in the competitive service may be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.
- 2. If, in the opinion and approval of the Personnel Officer, it is in the best interests of the municipal service, a vacancy in the position may be filled by an open-competitive examination instead of promotional examination, in which case the Personnel Officer shall arrange for an open-competitive examination and for the preparation and certification of an open-competitive employment list.
- 3. For the purpose of determining progression through applicable pay steps, in a given salary rate, as a result of promotion, the employee's anniversary date shall be six (6) months after the date of such promotion. For Police, the anniversary date shall be twelve(12) months after the date of such promotion.

(c) Demotion

 The Personnel Officer may demote an employee whose ability to perform the required duties falls below standard, or for disciplinary purposes. Upon request of the employee, and with the consent and approval of the Personnel Officer

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demotion may be made to a vacant position. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

(d) Relief of Duty

- 1. The Personnel Officer may remove an employee from service temporarily, with pay, during a review or investigation.
- 2. Suspension
- 3. The Personnel Officer may suspend an employee from a position at any time for a disciplinary purpose. Suspension, without pay, shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than forty-five (45) days in any fiscal year. Department Heads may suspend a subordinate employee for not more than three (3) working days at any one time, and not more than once in a thirty (30) day calendar period. Suspension action by Department Head must be reported to and approved by the Personnel Officer.

(e) Re-employment

With the approval of the Personnel Officer or designee, a regular employee or probationary employee who has completed at least six (6) months of probationary service and who has resigned with a good record may be reemployed within one (1) year of effective date of resignation, to a vacant position in the same or comparable class. Upon re-employment, the employee shall be subject to the full probationary period prescribed for the class. No credit for former employment shall be granted in computing salary, vacation, sick leave, or other benefits except on the specific recommendation of the Personnel Officer at the time of re-employment.

Seniority

627.1 PURPOSE AND SCOPE

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or Memorandum of Understanding, the City Charter, or the Memorandum of Understanding will prevail.

627.1.1 DEFINITIONS

Seniority - The length of service of a Regular Employee with the City.

627.2 POLICY

Time of service shall be calculated on the basis of the time of continuous employment dating from the first day of such continuous employment with a specific class, within a specific department, within the classified service in the City of Oroville. Continuous employment includes paid leaves of absences and unpaid public service leaves.

If a Temporary Appointee is subsequently appointed to a full-time position with the City, the employee's seniority shall be calculated from the date of temporary appointment, as long as there has been no break in continuity of service.

627.3 TERMINATION OF SENIORITY

Seniority shall be terminated by:

- (a) Discharge with Cause
- (b) Voluntary Resignation
- (c) Retirement

627.4 EMPLOYEES WITH IDENTICAL SENIORITY DATE

In a case where two or more employees in the same class in the same department have the same Seniority Date, date of receipt by the city of Oroville of their Employment Application will determine Seniority.

Nepotism

628.1 PURPOSE AND SCOPE

This policy provides guidelines for city employees or prospective employees who may be related to one another.

628.2 POLICY

No employee, prospective employee, or applicant shall be improperly denied employment or benefits of employment on the basis of marital status or relationship to another employee.

The Personnel Officer shall not appoint or assign any employee to a position in which an immediate family member directly or indirectly supervises the employee and no relative shall conduct or be involved in a related member's performance evaluation, appointment, discipline, suspension, promotion, termination, sign a personnel action form or any other activities related to employment with the City.

The Personnel Officer shall not appoint a member of a Council Member's immediate family to any position within the City of Oroville.

The Personnel Officer shall not appoint a member of the City Administrator's immediate family to any position within the City of Oroville.

The Personnel Officer shall not appoint a member of a Department Head's immediate family to the Department Head's department.

628.3 SUPERVISION

For the purpose of this policy, "Direct Supervision" shall mean any situation in which the employee would be in a position to affect the terms and conditions of another's employment, including, but not limited to, making decisions on work assignments, compensation, grievances, advancements, or performance evaluations.

For the purpose of this policy, "Indirect Supervision" shall mean: Indirect supervision is characterized by some form of authority over the work of employees not under direct supervision. In other words, the "Supervisor" is responsible for the work but not for the worker. The following definitions describes persons with responsibilities for exercising indirect supervision:

- Technical Supervision The "Supervisor" is responsible for prescribing guidelines, methods, materials, and formats as technical expert in a specialty. He/She may produce or approve specifications, guides, lists, or usually on "how" and "why" and does not assign tasks or observe and evaluate performance. Technical Supervisor is related to an occupational specialty or function – not to specified employees.
- Functional Supervision The "Supervisor" is responsible for a project or recurrent activities, which involve tasks performed by persons to who he/she has authority to give direction in regard to that project, even though they are under the direct supervision of someone else. "Functional Supervision" may include "Technical

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Supervision" but goes beyond it in that the supervisor schedules and assigns tasks, monitors progress, reviews results, and is the person responsible for the completed work product. "Functional Supervision" is related to a function or set of activities. Functional supervision may also occur as a result of normal rotation of shift assignments.

An indirect supervisor may also be someone who is not in the direct reporting chain of command, but otherwise is in a position to influence decisions on work assignments, compensation, performance evaluations, appointments, promotions, discipline, suspension, termination, sign a personnel action form or any other activities related to employment with the City.

For the purpose of this policy, "Immediate Family Member" shall mean: Spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law or father-in-law.

For the purpose of this policy, "marital status" will be defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state.

Employees are responsible for notifying their immediate supervisor if they are related or become related to another City employee as described in the definitions of "Immediate Family Member" or "Marital Status". Failure by an employee to disclose a relative status may be grounds for disciplinary action, up to and including termination of employment.

Anyone employed as a full-time or part-time City of Oroville employee prior to the effective date of this Policy may continue in their position if their department head, in consultation with the City Administrator, has determined that continued employment would not create a conflict of interest or have a potentially adverse impact on supervision, safety, security, morale, or productivity. However, under no circumstances will an employee directly or indirectly supervise or be supervised by an immediate family member. Any future promotion or appointment within the City of Oroville will be subject to this policy as stated above. (Amended 09/03/02 by Resolution No. 5896)

Compensation

629.1 PURPOSE AND SCOPE

This rule shall apply to all employees. Where there is conflict with the City Charter, City Code or a Memorandum of Understanding the City Charter, City Code or the Memorandum of Understanding will prevail.

629.2 POLICY

Employees occupying a position in the competitive service shall be paid a salary or wage established for that position's class under the salary plan. The minimum rate for the class generally shall apply to employees upon original appointment. However, the Department Head, with City Administrator approval, can authorize original appointment or reinstatement at other than the minimum rate when circumstances warrant.

629.3 BASIS OF COMPENSATION

- Regular Full-time
 - An employee so appointed shall be compensated at a monthly rate, paid biweekly.
- Other Appointments
 - An employee who is not a Regular Full-time employee shall be compensated at an hourly rate, paid bi-weekly.

629.4 MERIT INCREASES

No salary advancement shall be made so as to exceed a maximum rate established in the plan for the class to which the employee's position is allocated unless approved by a majority of the City Council and a new rate established. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of one's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. *Advancements may be skipped up to two steps for performance deemed exemplary by the supervising official and must be approved by the City Personnel Officer. Full-time, part-time or probationary employees may be considered eligible for merit increases in salary according to the following schedule: (Amended-Resolution 5228) (*Amended 03/02/21)

- (a) The letters A, B, C, D, E, F, G, and H (where applicable) respectively, denote the various progressive steps in salary range. Employees will normally be assigned Step A at initial hiring.
- (b) Salary Step B upon completion of six (6) months of unbroken employment in Step A, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.

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- (c) Salary Step C upon completion of one (1) year of unbroken service in Step B where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.
- (d) Salary Step D and E upon completion of one (1) year of employment at the previous step where the employee has demonstrated satisfactory job progress and productivity and upon written recommendation of the department head and approval of the Personnel Officer.
- (e) Salary Step E and F and between Steps F and G upon completion of two (2) years of employment at the previous step where the employee has demonstrated satisfactory job progress and productivity and upon written recommendation of the department head and approval of the Personnel Officer. However, a Department Head has the discretion to accelerate time between Steps E and F and Steps F and G to one (1) year for outstanding performance and upon written recommendation to and approved by the Personnel Officer.
- (f) Salary Step H upon completion of one (1) year of completion in Step G, where applicable.

629.5 SALARY ON PROMOTION

An employee who is promoted in accordance with these rules shall be placed at Step A of the new salary range or at a step of the new range which is approximately five percent (5%) higher than the employee's previous base salary; but in no case shall the employee be compensated above the top step of the new salary range without the approval of a majority of the City Council within a new or existing salary range. (Amended - Resolution 5228)

629.6 SALARY ON DEMOTION

Any employee who is demoted voluntarily shall not be required to serve a new probationary period and shall have their salary set at the salary step in the range for the lower class for which they qualify, as recommended by the department head, and approved by the Personnel Officer; provided that, in no event shall the new step be lower in alphabetical sequence than the step of the range held prior to the demotion.

629.7 OUT-OF-CLASS PAY

An employee assigned to temporary duties of thirty (30) continuous days or less in a higher job classification shall not receive the pay of the higher job classification.

An employee, who accrues more than thirty (30) continuous days of temporary duties in a higher classification, shall receive an additional five percent (5%), but not less than the bottom step, or more than the top step of that higher job classification, commencing with the thirty-first (31st) days of such duties.

If it is known at the time of assignment that the employee will be assigned to duties in a higher job classification for thirty-one (31) continuous days or more, the employee shall immediately receive

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an additional five percent (5%) above the employee's normal pay, but not less than the bottom step, nor more than the top step of the higher classification.

629.8 OVERTIME

It is the policy of the City to avoid overtime work whenever possible. Overtime must be authorized by the department head prior to occurrence.

Overtime is authorized work in excess of the normal work period of at least 15 minutes. The normal work period is 40 hours in a seven-day shift or 80 hours in a two week pay period.

Overtime Compensation

Total hours of authorized overtime to be credited for each eligible employee for a pay period shall be reported to the Personnel Officer. Employees required to work in excess of forty (40) hours per week or 80 hours per pay period, as regularly scheduled or as continuation of a shift, shall receive one and one half (1 ½) times their regular rate of pay for all hours in excess. In computing the hours worked in any workweek, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular bi-weekly payroll. Employees may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty. Maximum accrual for compensatory time off please refer to your memorandum of understanding (MOU). Employees may request payment of some or all of their individual accounts of compensatory time off (CTO) by submitting, 30 days in advance, written notice. However, CTO banks will be cashed out in March and December of each year.

Exempt Employees

In accordance with the Fair Labor Standards Act, executive and administrative employees are exempt from overtime pay and may not accrue hours worked over their normal work period as compensatory time.

Call-Back

- A call-back is a request or order to return to duty prior to or after the work period for which the employee is regularly scheduled to work. If the request work or the work itself occurs after an employee's scheduled work period has concluded by more than one (1) hour, the employee will be compensated according to the paragraph below.
- In the event of a call-back or return to duty, an employee shall receive a minimum of two (2) hours time at the rate of one and one-half (1 ½) times the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for the time worked at one and one-half (1 ½) times the regular rate of pay, calculated to the nearest fifteen (15) minutes. Employees who are called back to work (as opposed to regularly scheduled overtime or continuation of a shift) shall not be required to take compensatory time off during the work week.

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629.9 PAYDAYS

All employees are paid bi-weekly.

629.10 DEDUCTIONS

Federal and state withholding and contributions to PERS or Social Security are required by law. If desired, employees may also elect to have deductions made for union dues, deferred compensation, and miscellaneous dues and other charitable contributions authorized by the City. All employees shall be paid by direct deposit.

629.11 WORKWEEK

The workweek for City of Oroville employees begins on Monday morning at 12:01 a.m. and ends on Sunday at Midnight.

Employee Benefits

630.1 PURPOSE AND SCOPE

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter or the Memorandum of Understanding will prevail.

630.2 ANNUAL VACATION LEAVE

The purpose of annual vacation leave is to enable each eligible employee annually to return to his or her work mentally refreshed. All employees in the municipal service shall be entitled to annual vacation leave with pay except for the following:

Employees who have served less than six (6) months in the service of the City; however, vacation credits for the time served shall be granted each employee who completes six (6) months of unbroken service with the City.

Employees who work on a provisional basis and all employees who work less than 1040 hours per year, unless otherwise specified by type of appointment.

An employee shall be entitled to his/her earned vacation leave after being in continuous City service six (6) calendar months. Six months from the date of hire employees shall receive one week of vacation and will also begin accruing vacation time each month. (Amendment approved by City Council December 20, 2011, Resolution No. 7833)

After completion of five years of service an employee shall be entitled to vacation leave at the rate of 1 1/4 days for each full calendar month of service beginning the sixth year through the twelfth year of employment.

After the completion of twelve years of service, an employee shall earn one (1) additional day of vacation for each year of service, up to and including not more than a total of twenty (20) days per year.

Each employee may accrue up to the number of vacation days earned in a two (2) year period. In no case shall an employee accumulate additional days without written approval of his/her Department Head and the City Administrator. The times during a calendar year at which an employee may take his/her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the particular needs of the City. Absent another method implemented by the department head, a departmental vacation schedule shall be arranged with time preference given to employees on the basis of seniority. If the requirements of service are such that an employee is unable to take part or all of his/her annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year. By request or for special circumstances, subject to budget restraints and with approval of the Department Head and City Administrator, accrued vacation may be paid. Whenever a recognized holiday occurs during an employee's vacation period, it shall be added to such employee's vacation allowance. Earned

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vacation leave taken shall not be in excess of that actually due at the time it is taken and in no case shall it be taken prior to the time set forth in this rule unless approved by the City Administrator.

Unused vacation benefits may be accumulated from prior anniversary years; provided, however, the employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive. Information printed on paycheck stubs provides written notification to the employee of accrual rates. An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed by the accrual ceiling may petition the Department Head and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off except as stated above. The Department Head has the prerogative to assign the employee time off for excess accrual.

An employee who terminates City employment shall be paid in a lump sum for all accrued vacation leave accrued as of the date of termination.

630.3 SICK LEAVE

Refer to Sick Leave policy for administering sick leave.

The objective of this benefit is to provide an orderly method which furthers the health and safety of City employees which aids employees to work effectively and more productively.

Sick leave is not a right which an employee can use at his or her discretion, but rather a privilege which can be used only in the case of actual sickness or injury of the employee or member of the employee's immediate family which compels the employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such guidelines established by the Personnel Department. In cases of illness, injury, or medical appointments relating to such, sick leave time must be used prior to use of any other accrued benefit of time.

An employee may be allowed a leave of absence from duty without loss of pay on account of sickness or injury. Sick Leave with pay is cumulative at the rate of one (1) workday for each month of service, beginning at the time of appointment.

An employee returning to work after an absence of more than two (2) consecutive workdays on account of illness or injury, may be required to provide to the immediate supervisor for filing in the employee's personnel file, a doctor's certificate or attendance/payroll report showing that the employee is fit to return to work.

Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for any entity other than the City of Oroville without approval from the City Administrator.

An employee who takes a leave of absence without pay in excess of thirty (30) days will not accrue one (1) day of sick leave for each such period.

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Sick leave is not a vested benefit and is not eligible to be cashed out upon separation from employment.

630.3.1 PAID SICK LEAVE FOR NON-BENEFITED EMPLOYEES

Effective July 1, 2015, California law ("AB 1522") requires that all employees who have worked for more than 30 days for an employer be provided paid sick leave at the accrual rate of one hour of sick leave for every 30 hours worked, up to a minimum of 3 days or 24 hours of paid sick leave to be provided in a 12-month period. Certain use, accrual, and carryover provisions apply.

The following policy applies only to part-time, temporary, and seasonal employees.

Effective July 1, 2015, California's Paid Sick Leave law requires the City of Oroville to provide paid sick leave to employees under the following conditions:

- (a) An employee begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment. An employee is not eligible to begin using any accrued paid sick leave until after 90 days of employment with the City.
- (b) An employee is only allowed to use up to a maximum of 3 days or 24 hours of paid sick leave in a 12-month period.
- (c) An employee can only accrue paid sick leave up to a maximum of 6 days or 48 hours ongoing. Any unused accrued paid sick leave does carryover year to year while continuously employed, up to the maximum amount of 6 days or 48 hours.
- (d) In accordance with California's Paid Sick Leave law, an employee may use 3 days or 24 hours of accrued paid sick leave in a 12-month period for one of the following reasons:
 - 1. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
 - 2. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 3. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 4. Spouse or Registered Domestic Partner
 - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent
 - 7. Grandchild.
 - 8. Sibling.

City of Oroville

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Employee Benefits

- 9. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
- 10. A temporary restraining order or restraining order.
- 11. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- 12. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 13. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 14. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- (e) An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.
- (f) An employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.
- (g) Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement, or other separation from employment from the City.
- (h) If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the Agency before any paid sick leave can be used.

630.4 BEREAVEMENT LEAVE

When compelled to be absent from work by reason of death of an immediate family member or where death appears imminent, employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave, which shall be charged against the employee's sick leave. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence needed and the expected date of return to City service. Immediate family is as defined in Rule 1, 1.23.

Employee Benefits

630.5 RECOGNIZED HOLIDAY LEAVE

Each regular employee shall be entitled to compensation for each holiday designated as a recognized holiday by the City of Oroville. The following holidays are recognized:

- January 1, New Years Day
- January 14, Martin Luther King Jr. Day
- February 12, Lincoln's Birthday
- Third Monday in February, President's Day
- Last 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
- Friday following Thanksgiving Day
- **The Last Working Day before Christmas
- December 25, Christmas Day
- **Applies to General Employees, Safety Personnel and Management.
- Alternate Days
 - When a designated holiday falls on Sunday, the following Monday will be observed as the paid holiday in lieu thereof. If the designated holiday falls on Saturday, the preceding Friday will be observed as the paid holiday in lieu thereof.
- Pay for Holidays
 - When a holiday falls on an employee's regular day off, that employee shall receive eight hours of holiday pay at his/her regular rate. When a holiday falls on a regular employee's scheduled workday, and the employee works that day he/ she shall receive an additional eight (8) hours holiday pay at his/her own rate.

630.6 JURY DUTY

Every classified employee who is called or required to serve as a juror, upon notification and appropriate verification submitted to his/her supervisor, shall be allowed to be absent from work during the period of such service while necessarily being present in court as a result of this service. No deduction shall be made as a result of such an absence. Jury fees collected shall be turned over to the Finance Department.

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Employee Benefits

630.7 MILITARY LEAVE

Military leave shall be in accordance with applicable State and Federal law, (California Government Code Section 19991.6.)

630.8 FAMILY AND PREGNANCY LEAVE

Refer to Family and Medical Leave policy.

630.9 APPROVED LEAVE OF ABSENCE WITHOUT PAY

The Department Head, with approval of the City Administrator, may grant a regular or probationary employee leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months the leave of absence may be extended for twelve (12) months by the City Administrator. No such leave shall be granted except upon prior written request from the employee, setting forth the reason for the request. Any approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after a notice to return to duty, the employee shall be reinstated into the position he/she held when the leave was granted. Failure on the part of the employee on leave to report promptly at its expiration shall be deemed a resignation and the employee will be so notified.

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

- (a) Shall not accrue seniority or employee benefits of any kind.
- (b) Shall be responsible for the full payment of the monthly cost and any premiums for health, life, or long-term disability insurance plans if the employee desires to retain the coverage afforded by such plan.

630.10 ADMINISTRATIVE LEAVE

Department head members should refer to their personal contracts for administrative leave provisions.

Managers should refer to their memorandums of understanding for administrative leave provisions.

A member who fails to take allocated Administrative Leave within the fiscal year shall forfeit that leave. Unused Administrative Leave will not be compensated for upon termination or retirement.

630.11 CATASTROPHIC LEAVE

The purpose of this leave is to enable regular employees (as defined in Personnel Rules 1, Section 33) to receive and donate vacation and compensatory time off (CTO) leave credits to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family (as defined in Personnel Rule 1, Section 23).

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Government Policy Manual

Employee Benefits

630.11.1 GUIDELINES

- (a) An employee must have a verifiable long-term (no less than four (4) consecutive weeks in duration) illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., or have a member of their immediate family with a long-term illness or injury which results in the employee being requested to take time off from work to care for that family member, and must have exhausted all personal vacation, sick leave, CTO, holiday and administrative leave, or soon will have exhausted such leave, resulting in the employee being in a no-pay status.
- (b) The person receiving the donated hours must have obtained regular employee status with the City of Oroville, unless otherwise approved by the City Administrator.
- (c) The employee may be on City or State Disability and use the donated hours to supplement those payments, at the regular rate of pay, not to exceed the employee's gross salary.
- (d) When an employee is utilizing donated hours, they will not accrue additional vacation or sick leave benefits and will not accrue seniority. PERS benefits will not be credited. As with paid leave status, recipients shall continue to be eligible to participate in those health insurance plans to which the City contributes. However, after 30 days leave, the employee will be required to make the payment of the insurance premium.
- (e) The total leave credits received by the employee shall normally not exceed three months; however, if approved by the Department Head and City Administrator, the total leave credits received may be six months. Further extensions may be considered on an individual basis and shall require City Administrator approval.
- (f) Donations may be made to specified individuals only.
- (g) Donated hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the donee by converting the dollar amount donated to the donee's hourly rate. Employees donating must have forty (40) hours of vacation available after making a donation.

City of Oroville Government Policy Manual

Disciplinary Action

631.1 PURPOSE AND SCOPE

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding the City Charter, City Code, or the Memorandum of Understanding will prevail.

631.2 POLICY

Prior to the suspension, demotion, reduction of pay, or discharge of a regular employee for disciplinary purposes, the guideline set forth in this rule shall be complied with.

631.3 GROUNDS FOR DISCIPLINARY ACTION

The grounds for disciplinary action shall include, but are not limited to:

- (a) fraud in securing employment;
- (b) incompetency or inability to perform work satisfactorily;
- (c) inefficiency;
- (d) inexcusable neglect of duty;
- (e) insubordination; willful disobedience
- (f) dishonesty;
- (g) intoxication on duty or being under the influence of drugs;
- (h) conviction of a felony or a misdemeanor;
- (i) immorality;
- (j) discourteous treatment of the public or other employees;
- (k) misconduct;
- (I) misuse, theft, damage, or destruction of City property;
- (m) habitual tardiness;
- (n) abuse of leave privileges;
- (o) chronic or excessive absenteeism, with or without excuse;
- (p) fighting;
- (q) violation of safety rules;
- (r) falsification of records;
- (s) unsafe City driving record;
- (t) violation of department or city rules;
- (u) requiring excessive supervision;

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Disciplinary Action

- (v) other failure of good behavior either during or outside of duty hours which is such that it causes discredit to the city or his/her employment;
- (w) sexual harassment;
- (x) any other just cause;

631.4 WRITTEN NOTICE

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

- (a) A statement of the disciplinary action to be taken against the employee;
- (b) A summary of the facts upon which the disciplinary action is based;
- (c) A statement advising the employee that written notice of the disciplinary action is to be placed in his/her official personnel file and that the employee has the right to appeal under the Skelly Procedure as set forth.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, addressed to the last address which the employee has furnished the City.

Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the employee. In the event that any notice is sent to an employee by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. If the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date of the postal service returns the certified mail to the return address.

631.5 ACTION PRIOR TO IMPOSITION OF DISCIPLINE

Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against employees with regular status, the City Administrator, or person authorized by him, shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to the City Administrator or designee proposing the disciplinary action prior to the effective date of such disciplinary action.

631.6 APPEALS OF DISCIPLINE (REGULAR NON-PROBATIONARY EMPLOYEES)

Appeals of disciplinary action will be in accordance with the respective Memorandum of Understanding. Employees not covered by a Memorandum of Understanding will have the same rights for their respective classification. (Amended - Resolution 5228)

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City of Oroville

Government Policy Manual

Disciplinary Action

631.7 RELIEF OF DUTY

An employee may be temporarily removed from service, with pay, during review and investigation of the proposed disciplinary action, with approval by the City Administrator.

City of Oroville Government Policy Manual

Separation From Service

632.1 PURPOSE AND SCOPE

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter, City Code, or the Memorandum of Understanding will prevail.

632.2 POLICY

It is the policy of the City that employees who separate service from the City are treated fairly and equitably in the process.

632.3 RESIGNATION

An employee wishing to leave the competitive service in good standing shall file with the Department Head, a written resignation stating the effective date and the reasons for leaving at least two (2) weeks in advance, unless such time limit is waived by the Department Head. A statement as to resigned employee's service and other pertinent information shall be forwarded to the Personnel Officer. Failure to give notice as required by this rule shall be cause for denial of future employment by the City.

632.4 DISCHARGE

An employee in the competitive service may be discharged at any time by the Department Head with approval of the City Administrator. Whenever it is the intention of the Department Head to discharge an employee in the competitive service, the City Administrator shall be notified. Disciplinary discharge action shall be in accordance with the Disciplinary Action policy.

632.5 DISCHARGE FOR NON-ATTENDANCE

Failure on the part of an employee, who is absent without leave and absent without good cause, to return to duty within three (3) workdays of notice to return, shall be considered job abandonment and shall be cause for immediate discharge.

632.6 EXIT INTERVIEW

All employees will have an exit interview with their Department Head prior to their separation from the service of the City. All equipment, keys and other City owned property will be checked in at that time. The employee will have the opportunity to comment in writing on his/her employment with the City.

632.7 FINAL PAY

Employees who leave the employment of the City shall receive their final paycheck on the next regularly scheduled payday for all work hours earned prior to the effective date of termination. This final paycheck will also include payment for all vacation leave earned prior to the termination date.

City of Oroville Government Policy Manual

Layoff Policy and Guidelines

633.1 PURPOSE AND SCOPE

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter, City Code, or the Memorandum of Understanding will prevail.

633.2 POLICY

Whenever, the City Administrator determines it necessary to abolish any position or positions of employment, the employee holding that position of employment shall, if no other vacancy in the class exists, and for which he/she is qualified, be laid off or demoted without disciplinary action and without the right to appeal. A vacancy is one that is not intentionally being held open or unfilled by the City. This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter, City Code, or the Memorandum of Understanding will prevail.

633.3 NOTIFICATION

Employees to be laid off shall be given, whenever possible, fourteen (14) calendar days prior notice.

633.4 VACANCY AND DEMOTION

Except as otherwise provided, whenever there is a reduction in the workforce, the Department Head shall first demote to a vacancy, if in the same class series or in a lower class for which the employee who is the latest to be laid off, in accordance with this policy is qualified. All persons so demoted shall have their names placed on a re-employment list for the class for which they were laid off.

633.5 BUMPING RIGHTS

An employee whose job is being eliminated may elect to displace an employee in a lower paid classification within the City's classification system, if qualified to perform the duties of the lower classification, and if the employee's length of service within the Department is greater than that of the employee in the lower classification.

633.6 EMPLOYMENT STATUS

In each class or position, employees shall be laid off according to employment status in the following order: Provisional, Intermittent, Temporary, Probationary and Regular. Employees will be laid off in inverse order of seniority in City service. If seniority is identical, Rule 7.5 will apply.

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City of Oroville

Government Policy Manual

Layoff Policy and Guidelines

633.7 RE-EMPLOYMENT LIST

The names of employees laid off shall be carried on a re-employment list for six (6) months, except when such persons are appointed or demoted to a permanent position of the same level as that from which they were laid off. Upon such appointment, the employee will be dropped from the list. Person's re-employed in a lower class, or on a temporary basis, shall be continued on the list of the higher position for one (1) year.

Workplace Relationships

634.1 PURPOSE AND SCOPE

The First Amendment allows anyone to associate with anyone else they desire. It is natural for people who meet in the workplace to sometimes become romantically involved, and it is not the City's intent to interfere with any dating relationship.

634.2 POLICY

Any involvement between employees must be voluntary and desired by both parties. However, many problems have developed in municipal organizations around America because of dating relationships, and they can interfere with the City of Oroville's goal of having a sound professional unlawful harassment free work environment. It is not inappropriate for a person to ask out a coworker. However, if you do not want to go out with another employee, it is imperative that your response to the request be firm and definite. After the firm, definite response has been made, it is inappropriate for the requesting party to make any further attempts to initiate a dating relationship. Repeated requests for a dating relationship constitute Sexual Harassment. It is also inappropriate for any relationship to interfere with normal work operations in any manner. Personnel who desire to become involved with someone in the workplace must be aware of the following guidelines.

- (a) There shall be no dating activities on city time or city business.
- (b) There shall be no use of city property to arrange dating activities.
- (c) All behavior between employees shall be conducive to a sound professional work environment at all times when on city property and/or on city time. Hand holding, kissing, hugging, sexual comments and other behavior generally associated with a dating relationship are inappropriate while on city time and/or city property.
- (d) Any relationship involving personnel at different levels on the chain of command (or where one party has functional supervision over another) shall be reported by the person of higher rank to his/her supervisor immediately. Failure to report this relationship is a violation of this policy. The manager receiving this information shall immediately contact Personnel and inform them of the relationship. Personnel shall contact the Department Head and make recommendations to ensure that this relationship will not detract from a sound professional work environment. Such recommendations may include the transfer of the higher-ranking person to another unit or another shift.



Official City Plaques & Certificates

635.1 PURPOSE AND SCOPE

The City Council will award an official tile plaque to all members of City Boards and Commissions upon the termination of service to the City.

Official plaques may also be presented to citizens, employees and others who by the Mayor's and/ or Council's determination have personally rendered outstanding service to the City.

635.2 POLICY

Plaques and certificates shall be appropriately prepared and presented at a regularly scheduled Council meeting or when and where appropriate.



Health and Safety Policy Statement

636.1 PURPOSE AND SCOPE

This policy provides city employees with the City's policy statement on health and safety.

636.2 POLICY

The personal and collective safety and health of all employees of the City is of primary importance; therefore, it shall be the administrative policy of the City of Oroville to maintain a City-wide safety and accident prevention program to encompass every City function, wherever located.

The prevention of occupationally (work related) caused injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary.

To the greatest degree possible, management will provide mechanical and physical facilities required for personal safety and health in keeping with the highest standards.

Each Department Head or their representatives are responsible for training and motivating employees is responsible for compliance with safety regulations and guidelines.

636.3 ACTION

Our safety and health program will include:

- (a) Providing necessary personal protective equipment and instructions for its use and care, as prescribed in the California Occupational Safety and Health Act;
- (b) Training all employees in good safety and health practices;
- (c) Developing and enforcing safety and health rules; required that employees cooperate with these rules as a condition of employment;
- (d) Investigating and reporting promptly and thoroughly every accident to find out what caused it and to correct the identified problem so that it will not happen again;
- (e) Supplying employees with information on safety guidelines and the requirements of the California Occupational Safety and Health Act (Cal-OSHA); and
- (f) Designating a Safety Coordinator and setting up a Safety Committee composed of an employee from each department. The Safety Committee should meet once a month to discuss the effectiveness of the City Safety Program and prevention measures.



Wearing of Safety Apparel on Construction Sites

637.1 PURPOSE AND SCOPE

This policy provides use of safety apparel on construction sites guidelines for city employees.

637.2 POLICY

All personnel, including administrative and management, shall wear safety apparel while in or about any construction or work site.

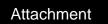
637.3 GUIDELINE

- (a) Hard hats shall be worn as follows:
 - All aspects of tree work shall require hard hats.
 - 2. During performance of overhead work.
 - During operation of equipment which does not have R.O.P. cage
 - (a) Exception Compaction Roller
 - 4. While working in confined spaces, i.e., manholes, trenches, etc.
 - 5. All employees, including management, inspectors and fire personnel entering a construction zone shall have and wear hard hats.
 - (a) CONSTRUCTION ZONE shall be defined as an area where at least one of the above circumstances exists or the job foreman deems wearing hard hats as necessary.
- (b) Hard hats are not required when:
 - 1. Operating Equipment with R.O.P. Cage including compacting roller. Operators must carry hard hats to be worn off the equipment.
 - 2. Patching or paving streets will not require hard hats.
 - Hard hats will be required anytime during concrete operations that the chute of the concrete truck is in service. When the concrete chute is removed from the job area all remaining concrete guidelines may continue without the use of hard hats.
 - 4. Normal landscape operations will not require hard hats.
 - 5. Painting and other such light duty work shall not require hard hats.
- (c) In or about any construction or work site where equipment or vehicles are in operation. City issued orange shirts or safety vests shall be worn.
- (d) In or about any construction or work site acceptable foot wear shall be worn. Acceptable foot wear shall consist of leather boots, shoes, or rubber boots. Tennis shoes, thongs, or sandals are unacceptable.

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Item 7.

Attachments



City of Oroville Government Policy Manual

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01272020 R8829 OCEA Agreem - Exhibits A-B-C.pdf

Classifications & Compensation for Oroville City Employee's Association (OCEA) Members

3% Salary Increase Per MOU

Effective: 01/07/2020 EXHIBIT "A"

Effective. 01/01/2020				DII A					
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEPG	STEP H	
Associate Civil Engr.	\$72,255.36	\$75,868.13	\$79,661.53	\$83,644.61	\$87,826.84	\$92,218.18	\$96,829.09	\$101,670.55	Annual
	\$6,021.28	\$6,322.34	\$6,638.46	\$6,970.38	\$7,318.90	\$7,684.85	\$8,069.09	\$8,472.55	Monthly
	\$34.73815	\$36.47506	\$38.29881	\$40.21376	\$42.22444	\$44.33567	\$46.55245	\$48.88007	Hourly
Associate Planner	\$55,857.31	\$58,650.18	\$61,582.68	\$64,661.82	\$67,894.91	\$71,289.65	\$74,854.14	\$78,596.84	Annual
	\$4,654.78	\$4,887.51	\$5,131.89	\$5,388.48	\$5,657.91	\$5,940.80	\$6,237.84	\$6,549.74	Monthly
	\$26.85448	\$28.19720	\$29.60706	\$31.08741	\$32.64178	\$34.27387	\$35.98757	\$37.78694	Hourly
Sr. Code Compliance Specialist	\$55,508.53	\$58,283.96	\$61,198.15	\$64,258.06	\$67,470.97	\$70,844.51	\$74,386.74	\$78,106.08	Annual
	\$4,625.71	\$4,857.00	\$5,099.85	\$5,354.84	\$5,622.58	\$5,903.71	\$6,198.89	\$6,508.84	Monthly
	\$26.68679	\$28.02113	\$29.42219	\$30.89330	\$32.43796	\$34.05986	\$35.76286	\$37.55100	Hourly
GIS Specialist	\$55,235.69	\$57,997.47	\$60,897.35	\$63,942.22	\$67,139.33	\$70,496.29	\$74,021.11	\$77,722.16	Annual
	\$4,602.97	\$4,833,12	\$5,074.78	\$5,328.52	\$5,594.94	\$5,874.69	\$6,168.43	\$6,476.85	Monthly
	\$26.55562	\$27.88340	\$29.27757	\$30.74145	\$32.27852	\$33.89245	\$35.58707	\$37.36642	Hourly
Assistant Planner	\$51,428.27	\$53,999.68	\$56,699.67	\$59,534.65	\$62,511.38	\$65,636.95	\$68,918.80	\$72,364.74	Annual
	\$4,285.69	\$4,499.97	\$4,724.97	\$4,961.22	\$5,209.28	\$5,469.75	\$5,743.23	\$6,030.40	Monthly
	\$24.72513	\$25.96139	\$27.25946	\$28.62243	\$30.05355	\$31.55623	\$33.13404	\$34.79074	Hourly
Signal Tech/Electrician	\$49,795.71	\$52,285.50	\$54,899.77	\$57,644.76	\$60,527.00	\$63,553.35	\$66,731.01	\$70,067.56	Annual
	\$4,149.64	\$4,357.12	\$4,574.98	\$4,803.73	\$5,043.92	\$5,296.11	\$5,560.92	\$5,838.96	Monthly
	\$23.94025	\$25.13726	\$26.39412	\$27.71383	\$29.09952	\$30.55449	\$32.08222	\$33.68633	Hourly
Code Enforcement Specialist	\$45,667.02	\$47,950.37	\$50,347.89	\$52,865.28	\$55,508.55	\$58,283.98	\$61,198.17	\$64,258.08	Annual
	\$3,805.59	\$3,995.86	\$4,195.66	\$4,405.44	\$4,625.71	\$4,857.00	\$5,099.85	\$5,354.84	Monthly
	\$21.95530	\$23.05306	\$24.20572	\$25.41600	\$26.68680	\$28.02114	\$29.42220	\$30.89331	Hourly
Admin/Program Analyst	\$45,075.49	\$47,329.26	\$49,695.73	\$52,180.51	\$54,789.54	\$57,529.02	\$60,405.47	\$63,425.74	Annual
	\$3,756.29	\$3,944.11	\$4,141.31	\$4,348.38	\$4,565.79	\$4,794.08	\$5,033.79	\$5,285.48	Monthly
	\$21.67091	\$22.75445	\$23.89218	\$25.08679	\$26.34112	\$27.65818	\$29.04109	\$30.49314	Hourly
Building/Fire Inspector	\$44,181.85	\$46,390.94	\$48,710.49	\$51,146.01	\$53,703.31	\$56,388.48	\$59,207.90	\$62,168.30	Annual
Code & Cons Compl Spec.	\$3,681.82	\$3,865.91	\$4,059.21	\$4,262.17	\$4,475.28	\$4,699.04	\$4,933.99	\$5,180.69	Monthly
Construction Inspector	\$21.24127	\$22.30334	\$23.41850	\$24.58943	\$25.81890	\$27.10985	\$28.46534	\$29.88861	Hourly
Sr. Accountant Technician	\$41,796.13	\$43,885.94	\$46,080.23	\$48,384.24	\$50,803.46	\$53,343.63	\$56,010.81	\$58,811.35	Annual
	\$3,483.01	\$3,657.16	\$3,840.02	\$4,032.02	\$4,233.62	\$4,445.30	\$4,667.57	\$4,900.95	Monthly
	\$20.09429	\$21.09901	\$22.15396	\$23.26166	\$24.42474	\$25.64598	\$26.92827	\$28.27469	Hourly
Accounting Technician III	\$41,606.75	\$43,687.09	\$45,871.44	\$48,165.01	\$50,573.26	\$53,101.93	\$55,757.02	\$58,544.88	Annual
	\$3,467.23	\$3,640.59	\$3,822.62	\$4,013.75	\$4,214.44	\$4,425.16	\$4,646.42	\$4,878.74	Monthly
	\$20.00	\$21.00	\$22.05	\$23.16	\$24.31	\$25.53	\$26.81	\$28.15	Hourly
Program Analyst	\$40,163.91	\$42,172.11	\$44,280.71	\$46,494.75	\$48,819.48	\$51,260.46	\$53,823.48	\$56,514.65	Annual
	Ψ10,100101	T	T	1 + ,	7 .0,0.0	, , , , , , , , , , , , , , , , , , , ,			
	\$3,346.99	\$3,514.34	\$3,690.06	\$3,874.56	\$4,068.29	\$4,271.70	\$4,485.29	\$4,709.55	Mont <u>hly</u>

Lead Equipment Mechanic	\$39,905.63	\$41,900.91	\$43,995.96	\$46,195.75	\$48,505.54	\$50,930.82	\$53,477.36	\$56,151.23	An ,,
Lead Public Works Operator	\$3,325.47	\$3,491.74	\$3,666.33	\$3,849.65	\$4,042.13	\$4,244.23	\$4,456.45	\$4,679.27	Mc Item 7
Lead Tree Worker	\$19.18540	\$20.14467	\$21.15190	\$22.20950	\$23.31997	\$24.48597	\$25.71027	\$26.99578	Hourly
Assistant City Clerk	\$39,075.55	\$41,029.33	\$43,080.79	\$45,234.83	\$47,496.58	\$49,871.40	\$52,364.97	\$54,983.22	Annual
	\$3,256.30	\$3,419.11	\$3,590.07	\$3,769.57	\$3,958.05	\$4,155.95	\$4,363.75	\$4,581.94	Monthly
	\$18.78632	\$19.72564	\$20.71192	\$21.74752	\$22.83489	\$23.97664	\$25.17547	\$26.43424	Hourly
Accounting Technician II	\$37,824.32	\$39,715.54	\$41,701.31	\$43,786.38	\$45,975.70	\$48,274.48	\$50,688.21	\$53,222.62	Annual
	\$3,152.03	\$3,309.63	\$3,475.11	\$3,648.86	\$3,831.31	\$4,022.87	\$4,224.02	\$4,435.22	Monthly
	\$18.18	\$19.09	\$20.05	\$21.05	\$22.10	\$23.21	\$24.37	\$25.59	Hourly
Counter Technician	\$37,535.09	\$39,411.84	\$41,382.44	\$43,451.56	\$45,624.14	\$47,905.34	\$50,300.61	\$52,815.64	Annual
	\$3,127.92	\$3,284.32	\$3,448.54	\$3,620.96	\$3,802.01	\$3,992.11	\$4,191.72	\$4,401.30	Monthly
	\$18.04572	\$18.94800	\$19.89540	\$20.89017	\$21.93468	\$23.03142	\$24.18299	\$25.39214	Hourly
Public Works Operator III	\$36,185.96	\$37,995.26	\$39,895.02	\$41,889.77	\$43,984.26	\$46,183.47	\$48,492.65	\$50,917.28	Annual
	\$3,015.50	\$3,166.27	\$3,324.59	\$3,490.81	\$3,665.36	\$3,848.62	\$4,041.05	\$4,243.11	Monthly
	\$17.40	\$18.27	\$19.18	\$20.14	\$21.15	\$22.20	\$23.31	\$24.48	Hourly
Accountant	\$36,105.01	\$37,910.26	\$39,805.77	\$41,796.06	\$43,885.87	\$46,080.16	\$48,384.17	\$50,803.37	Annual
	\$3,008.75	\$3,159.19	\$3,317.15	\$3,483.01	\$3,657.16	\$3,840.01	\$4, O 32. O 1	\$4,233.61	Monthly
	\$17.35818	\$18.22609	\$19.13739	\$20.09426	\$21.09897	\$22.15392	\$23.26162	\$24.42470	Hourly
Administrative Assistant	\$35,523.24	\$37,299.40	\$39,164.37	\$41,122.59	\$43,178.72	\$45,337.66	\$47,604.54	\$49,984.77	Annual
	\$2,960.27	\$3,108.28	\$3,263.70	\$3,426.88	\$3,598.23	\$3,778.14	\$3,967.04	\$4,165.40	Monthly
	\$17.07848	\$17.93240	\$18.82903	\$19.77048	\$20.75900	\$21.79695	\$22.88680	\$24.03114	Hourly
Equipment Mechanic	\$35,334.49	\$37,101.21	\$38,956.28	\$40,904.09	\$42,949.29	\$45,096.76	\$47,351.60	\$49,719.18	Annual
	\$2,944.54	\$3,091.77	\$3,246.36	\$3,408.67	\$3,579.11	\$3,758.06	\$3,945.97	\$4,143.26	Monthly
	\$16.98774	\$17.83712	\$18.72898	\$19.66543	\$20.64870	\$21.68113	\$22.76519	\$23.90345	Hourly
Code Enforcement Technician	\$35,061.00	\$36,814.05	\$38,654.75	\$40,587.49	\$42,616.86	\$44,747.71	\$46,985.09	\$49,334.35	Annual
	\$2,921.75	\$3,067.84	\$3,221.23	\$3,382.29	\$3,551.41	\$3,728.98	\$3,915.42	\$4,111.20	Monthly
	\$16.85625	\$17.69906	\$18.58402	\$19.51322	\$20.48888	\$21.51332	\$22.58899	\$23.71844	Hourly
Public Works Operator	\$34,481.58	\$36,205.66	\$38,015.94	\$39,916.74	\$41,912.58	\$44,008.20	\$46,208.62	\$48,519.05	Annual
Parks Maint. Technician II	\$2,873.47	\$3,017.14	\$3,168.00	\$3,326.39	\$3,492.71	\$3,667.35	\$3,850.72	\$4,043.25	Monthly
Building Maint. Tech	\$16.57768	\$17.40657	\$18.27690	\$19.19074	\$20.15028	\$21.15779	\$22.21568	\$23.32646	Hourly
Accounting Technician	\$34,385.75	\$36,105.04	\$37,910.29	\$39,805.80	\$41,796.09	\$43,885.90	\$46,080.19	\$48,384.20	Annual
	\$2,865.48	\$3,008.75	\$3,159.19	\$3,317.15	\$3,483.01	\$3,657.16	\$3,840.02	\$4,032.02	Monthly
	\$16.53161	\$17.35819	\$18.22610	\$19.13741	\$20.09428	\$21.09899	\$22.15394	\$23.26164	Hourly
Public Works Operator	\$32,078.91	\$33,682.86	\$35,367.00	\$37,135.35	\$38,992.12	\$40,941.72	\$42,988.81	\$45,138.25	Annual
Deal of Market Washington I			1 4-0 1-0-	\$3,094.61	\$3,249.34	\$3,411.81	\$3,582.40	\$3,761.52	Monthly
Parks Maint. Technician	\$2,673.24	\$2,806.90	\$2,947.25						
Parks Maint. Technician	\$2,673.24 \$15.42255	\$2,806.90 \$16.19368	\$2,947.25 \$17.00336	\$17.85353	\$18.74621	\$19.68352	\$20.66770	\$21.70108	Hourly
Staff Assistant	\$2,673.24 \$15.42255 \$28,719.29	\$16.19368 \$30,155.25	\$17.00336 \$31,663.02	\$17.85353 \$33,246.17	\$18.74621 \$34,908.48	\$19.68352 \$36,653.90	\$20.66770 \$38,486.60	\$21.70108 \$40,410.93	
	\$2,673.24 \$15.42255 \$28,719.29 \$2,393.27	\$16.19368 \$30,155.25 \$2,512.94	\$17.00336 \$31,663.02 \$2,638.58	\$17.85353 \$33,246.17 \$2,770.51	\$18.74621 \$34,908.48 \$2,909.04	\$19.68352 \$36,653.90 \$3,054.49	\$20.66770 \$38,486.60 \$3,207.22	\$21.70108 \$40,410.93 \$3,367.58	Hourly Annual Monthly
	\$2,673.24 \$15.42255 \$28,719.29	\$16.19368 \$30,155.25 \$2,512.94 \$14.49772	\$17.00336 \$31,663.02	\$17.85353 \$33,246.17	\$18.74621 \$34,908.48	\$19.68352 \$36,653.90	\$20.66770 \$38,486.60	\$21.70108 \$40,410.93	Hourly Annual

CITY OF OROVILLE - TIER 2

Classifications & Compensation for Oroville City Employee's Association (OCEA) Members 2nd Tier Salary Schedule

2nd Tier Salary Schedu EXHIBIT "A"

Effective: 01/07/20							XHIBIT "A"									
015,00(m)007100:		STEP E	8700 6						STEP I		STEP II	370P L	30EP III		- 9100 0	
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP	STEPJ	STEP K	STEPL	STEPM	STEP N	STEPO	LAUGH
Associate Civil Engr.	\$72,255.36	\$74,061.74	\$75,868.13	\$77,764.83	\$79,661.53	\$81,653.07	\$83,644.61	\$85,735.73	\$87,826.84	\$90,022.51	\$92,218.18	\$94,523.64	\$96,829.09	\$99,249.82	\$101,670.55	Annua
	\$6,021.28	\$6,171.81	\$6,322.34	\$6,480.40	\$6,638.46	\$6,804.42	\$6,970.38	\$7,144.64	\$7,318.90	\$7,501.88	\$7,684.85	\$7,876.97	\$8,069.09	\$8,270.82	\$8,472.55	Monthly
havidine Phanes	\$34.73815	\$35,60661	\$36.47506	\$37.38694	\$38.29881	\$39.25628	\$40.21376	\$41.21910	\$42.22444	\$43.28005	\$44,33567	\$45.44406	\$46.55245	\$47.71626	\$48.88007	Hourly
Associate Planner	\$55,857.31	\$57,253.74	\$58,650.18	\$60,116.43	\$61,582.68	\$63,122.25	\$64,661.82	\$66,278.36	\$67,894.91	\$69,592.28	\$71,289.65	\$73,071.90	\$74,854.14	\$76,725.49	\$78,596.84	Annual
	\$4,654.78	\$4,771.15	\$4,887.51	\$5,009.70	\$5,131.89	\$5,260.19	\$5,388.48	\$5,523.20	\$5,657.91	\$5,799.36	\$5,940.80	\$6,089.32	\$6,237.84	\$6,393.79	\$6,549.74	Monthly
On the 18 Compliance Cresialists	\$26.85448	\$27.52584	\$28.19720	\$28.90213	\$29.60706	\$30.34724	\$31.08741	\$31.86460	\$32.64178	\$33.45783	\$34.27387	\$35.13072	\$35.98757	\$36.88726	\$37.78694	Hourly
Sr. Code Compliance Specialist	\$55,508.53	\$56,896.24	\$58,283.96	\$59,741.06	\$61,198.15	\$62,728.11	\$64,258.06	\$65,864.51	\$67,470.97	\$69,157.74	\$70,844.51	\$72,615.63	\$74,386.74	\$76,246.41	\$78,106.08	Annual
	\$4,625.71	\$4,741.35	\$4,857.00	\$4,978.42	\$5,099.85	\$5,227.34	\$5,354.84	\$5,488.71	\$5,622.58	\$5,763.14	\$5,903.71	\$6,051.30	\$6,198.89	\$6,353.87	\$6,508.84	Monthly
BUS Openialist	\$26.68679	\$27.35396	\$28.02113	\$28.72166	\$29.42219	\$30.15774	\$30.89330	\$31.66563	\$32.43796	\$33.24891	\$34.05986	\$34.91136	\$35,76286	\$36.65693	\$37.55100	Hourly
GIS Specialist	\$55,235.69	\$56,616.58	\$57,997.47	\$59,447.41	\$60,897.35	\$62,419.78	\$63,942.22	\$65,540.77	\$67,139.33	\$68,817.81	\$70,496.29	\$72,258.70	\$74,021.11	\$75,871.64	\$77,722.16	Annual
	\$4,602.97	\$4,718.05	\$4,833.12	\$4,953.95	\$5,074.78	\$5,201.65	\$5,328.52	\$5,461.73	\$5,594.94	\$5,734.82	\$5,874.69	\$6,021.56	\$6,168.43	\$6,322.64	\$6,476.85	Monthly
Corto d'Elmpre	\$26.55562	\$27.21951	\$27.88340	\$28.58049	\$29.21757	\$30.00951	\$30.74145	\$31.50999	\$32.27852	\$33.08549	\$33.89245	\$34.73976	\$35.58707	\$36,47675	\$37.36642	Hourly
Assistant Planner	\$51,428.27	\$52,713.98	\$53,999.68	\$55,349.68	\$56,699.67	\$58,117.16	\$59,534.65	\$61,023. O 2	\$62,511.38	\$64,074.17	\$65,636.95	\$67,277.88	\$68,918.80	\$70,641.77	\$72,364.74	Annual
	\$4,285.69	\$4,392.83	\$4,499.97	\$4,612.47	\$4,724.97	\$4,843.10	\$4,961.22	\$5,085.25	\$5,209.28	\$5,339.51	\$5,469.75	\$5,606.49	\$5,743.23	\$5,886.81	\$6,030.40	Monthly
Minne I Tool Misserialism	\$24.72513	\$25.34326	\$25.96139	\$26.61042	\$27.25946	\$27.94094	\$28.62243	\$29.33799	\$30.05355	\$30.80489	\$31.55623	\$32.34513	\$33.13404	\$33.96239	\$34,79074	Hourly
Signal Tech/Electrician	\$49,795.71	\$51,040.60	\$52,285.50	\$53,592.63	\$54,899.77	\$56,272.26	\$57,644.76	\$59,085.88	\$60,527. O 0	\$62,040.17	\$63,553.35	\$65,142.18	\$66,731.01	\$68,399.29	\$70,067.56	Annual
	\$4,149.64	\$4,253.38	\$4,357.12	\$4,466.05	\$4,574.98	\$4,689.36	\$4,803.73	\$4,923.82	\$5,043.92	\$5,170.01	\$5,296.11	\$5,428.52	\$5,560.92	\$5,699.94	\$5,838.96	Monthly
Ondo Entimentes Specialists	\$23.94025	\$24.53875	\$25,13726	\$25.76569	\$26.39412	\$27.05397	\$27.71383	\$28.40667	\$29.09952	\$29.82701	\$30.55449	\$31.31836	\$32.08222	\$32.88427	\$33,68633	Hourly
Code Enforcement Specialist	\$45,667.02	\$46,808.70	\$47,950.37	\$49,149.13	\$50,347.89	\$51,606.59	\$52,865.28	\$54,186.92	\$55,508.55	\$56,896.26	\$58,283.98	\$59,741.08	\$61,198.17	\$62,728.13	\$64,258.08	Annual
	\$3,805.59	\$3,900.72	\$3,995.86	\$4,095.76	\$4,195.66	\$4,300.55	\$4,405.44	\$4,515.58	\$4,625.71	\$4,741.36	\$4,857.00	\$4,978.42	\$5,099.85	\$5,227.34	\$5,354.84	Monthly
T. Action Theorem and Proceeding	\$21.95530	\$22.50418	\$23.05306	\$23.62939	\$24.20572	\$24.81086	\$25.41600	\$26.05140	\$26.68680	\$27.35397	\$28.02114	\$28.72167	\$29.42220	\$30.15775	\$30.89331	Hourly
Admin/Program Analyst	\$45,075.49	\$46,202.38	\$47,329.26	\$48,512.50	\$49,695.73	\$50,938.12	\$52,180.51	\$53,485.03	\$54,789.54	\$56,159.28	\$57,529.02	\$58,967.24	\$60,405.47	\$61,915.60	\$63,425.74	Annual
	\$3,756.29	\$3,850.20	\$3,944.11	\$4,042.71	\$4,141.31	\$4,244.84	\$4,348.38	\$4,457.09	\$4,565.79	\$4,679.94	\$4,794.08	\$4,913.94	\$5,033.79	\$5,159.63	\$5,285.48	Monthlý
	\$21.67091	\$22.21268	\$22.75445	\$23.32332	\$23.89218	\$24.48948	\$25.08679	\$25.71396	\$26.34112	\$26.99965	\$27.65818	\$28.34964	\$29.04109	\$29.76712	\$30.49314	Hourly
Building/Fire Inspector	\$44,181.85	\$45,286.40	\$46,390.94	\$47,550.72	\$48,710.49	\$49,928.25	\$51,146.01	\$52,424.66	\$53,703.31	\$55,045.90	The second second second	\$57,798.19	\$59,207.90	\$60,688.10	\$62,168.30	Annual
Code & Cons Compl Spec.	\$3,681.82	\$3,773.87	\$3,865.91	\$3,962.56	\$4,059.21	\$4,160.69	\$4,262.17	\$4,368.72	\$4,475.28	\$4,587.16	\$4,699.04	\$4,816.52	\$4,933.99	\$5,057.34	\$5,180.69	Monthly
Construction Inspector	\$21.24127	\$21.77231	\$22.30334	\$22.86092	\$23.41850	\$24.00397	\$24.58943	\$25.20417	\$25.81890	\$26.46437	\$27.10985	\$27.78759	\$28.46534	\$29.17697	\$29.88861	Hourly
Sr. Accountant Technician	\$41,796.13	\$42,841.03	\$43,885.94	\$44,983.08	\$46,080.23	\$47,232.24	\$48,384.24	\$49,593.85	\$50,803.46	\$52,073.54	\$53,343.63	\$54,677.22	\$56,010.81	\$57,411.08	\$58,811.35	Annual
	\$3,483.01	\$3,570.09	\$3,657.16	\$3,748.59	\$3,840.02	\$3,936.02	\$4,032.02	\$4,132.82	\$4,233.62	\$4,339.46	\$4,445.30	\$4,556.44	\$4,667.57	\$4,784.26	\$4,900.95	Monthly
Sanandha Salahida (1)	\$20.09429	\$20.59665	\$21.09901	\$21.62648	\$22.15396	\$22,70781	\$23.26166	\$23.84320	\$24,42474	\$25.03536	\$25,64598	\$26.28713	\$26.92827	\$27,60148	\$28 27469	Hourly
Accounting Technician III	\$41,606.75	\$42,646.92	\$43,687.09	\$44,779.26	\$45,871.44	\$47,018.23	\$48,165.01	\$49,369.14	\$50,573.26	\$51,837.60	\$53,101.93	\$54,429.48	\$55,757.02	\$57,150.95	\$58,544.88	Annual
	\$3,467.23	\$3.553.91	\$3 640.59	\$3,731.61	\$3,822.62	\$3.918.19	\$4,013.75	\$4.114.09	\$4.214.44	\$4,319.80	\$4 425.16	\$4,535.79	\$4,646.42	\$4.762.58	\$4'878.74	Monthly
Type representation from the first of the fi	\$20,00325	\$20.50333	\$21,00341	\$21 52849	\$22,05358	\$22,60492	\$23,15626	\$23,73516	\$24 31407	\$24,92192	\$25 52977	\$26,16802	\$26.80626	\$27.47642	\$28 14657	Hourly
Program Analyst	\$40,163.91	\$41,168.01	\$42,172.11	\$43,226.41	\$44,280.71	\$45,387.73	\$46,494.75	\$47,657.11	\$48,819.48	\$50,039.97	\$51,260.46	\$52,541.97	\$53,823.48	\$55,169.07	\$56,514.65	Annual
	\$3,346.99	\$3,430.67	\$3,514.34	\$3,602.20	\$3,690.06	\$3,782.31	\$3,874.56	\$3,971.43	\$4,068.29	\$4,170.00	\$4,271.70	\$4,378.50	\$4,485.29	\$4,597.42	\$4,709.55	Monthly
E - DE GRANDER - NO ED - SE C-PIE-	\$19.30957	\$19.79231	\$20.27505	\$20.78193	\$21 28880	\$21.82102	\$22.35324	\$22.91207	\$23,47091	\$24.05768	\$24,64445	\$25,26056	\$25.87667	\$26.52359	\$27,17051	Hourly
Lead Equipment Mechanic	\$39,905.63	\$40,903.27	\$41,900.91	\$42,948.43	\$43,995.96	\$45,095.86	\$46,195.75	\$47,350.65	\$48,505.54	\$49,718.18	\$50,930.82	\$52,204.09	\$53,477.36	\$54,814.29	\$56,151.23	Annual
Lead Public Works Operator	\$3,325.47	\$3,408.61	\$3,491.74	\$3.579.04	\$3.666.33	\$3.757.99	\$3.849.65	\$3.945.89	\$4,042.13	\$4,143.18	\$4.244.23	\$4,350.34	\$4,456.45	\$4,567.86	\$4.679.27	Monthly
Lead Tree Worker								\$22.76474		\$23.90297		\$25.09812		\$26.35303		Hourly
Assistant City Clerk		\$40,052.44					\$45,234.83						\$52,364.97		\$54,983.22	Annual
	\$3,256.30	\$3,337.70		\$3,504.59	\$3,590.07	\$3,679.82	\$3,769.57	\$3,863.81	\$3,958.05	\$4,057.00	\$4,155.95	\$4,259.85	\$4,363.75	\$4,472.84	\$4,581.94	Monthly
A		\$19.25598				\$21.22972	\$21.74752		\$22.83489	\$23.40576		\$24.57605		\$25.80486	\$26.43424	Hourly
Accounting Technician II	\$37,824.32			\$40,708.42										\$51,955.41	\$53,222.62	Annual
	\$3,152.03	\$3,230.83	\$3,309.63	\$3,392.37	\$3,475.11	\$3,561.99	\$3,648.86	\$3,740.09	\$3,831.31	\$3,927.09	\$4,022.87	\$4,123.45	\$4,224.02	\$4,329.62	\$4,435.22	Mor
	\$18.18477	\$18.03939	\$19.09401	\$19.5/130	\$20.04871	\$20.54993	\$21.05114	\$21.57742	\$22.10370	\$22.65629	\$23.20889	\$23.78911	\$24.36933	\$24.97856	\$25.58780	Hot 343

Counter Technician	\$37.535.09	\$38,473,47	\$39,411,84	\$40.397.14	\$41.382.44	\$42,417.00	\$43,451,56	\$44.537.85	\$45,624,14	\$46,764,74	\$47,905,34	\$49.102.98	\$50,300,61	\$51,558.13	\$52,815.64	
	\$3,127.92	\$3,206.12	\$3,284.32	\$3,366.43	\$3,448.54	\$3,534.75	\$3,620.96	\$3,711.49	\$3,802.01	\$3,897.06	\$3,992.11	\$4,091.91	\$4,191,72	\$4,296.51	\$4,401.30	Item 7.
	\$18.04572	\$18.49686	\$18.94800	\$19.42170	\$19.89540	\$20.39279	\$20.89017	\$21.41243	\$21.93468	\$22.48305	\$23.03142	\$23.60720	\$24.18299	\$24.78756	\$25.39214	HOUTIN
Public Works Operator III	\$36,185.96	\$37,090.61	\$37,995.26	\$38,945.14	\$39,895.02	\$40,892.40	\$41,889.77	\$42,937.02	\$43,984.26	\$45,083.87	\$46,183.47	\$47,338.06	\$48,492.65	\$49.704.96	\$50,917.28	Annual
	\$3,015.50	\$3,090.88	\$3,166.27	\$3,245.43	\$3,324.59	\$3,407.70	\$3,490.81	\$3,578.08	\$3,665.36	\$3,756.99	\$3,848.62	\$3,944.84	\$4,041.05	\$4,142.08	\$4,243.11	Monthly
	\$17.39710	\$17.83202	\$18.26695	\$18.72362	\$19.18030	\$19.65981	\$20.13931	\$20.64280	\$21.14628	\$21.67494	\$22.20359	\$22.75868	\$23.31377	\$23.89662	\$24.47946	Hourly
Accountant	\$36,105.01	\$37,007.64	\$37,910.26	\$38,858.02	\$39,805.77	\$40,800.92	\$41,796.06	\$42,840.96	\$43,885.87	\$44,983.01	\$46,080.16	\$47,232.16	\$48,384.17	\$49,593.77	\$50,803.37	Annual
	\$3,008.75	\$3,083.97	\$3,159.19	\$3,238.17	\$3,317.15	\$3,400.08	\$3,483.01	\$3,570.08	\$3,657.16	\$3,748.58	\$3,840.01	\$3,936.01	\$4,032.01	\$4,132.81	\$4,233.61	Monthly
	\$17.35818	\$17.79213	\$18.22609	\$18.68174	\$19.13739	\$19.61583	\$20.09426	\$20.59662	\$21.09897	\$21.62645	\$22.15392	\$22,70777	\$23.26162	\$23.84316	\$24.42470	Hourly
Administrative Assistant	\$35,523.24	\$36,411.32	\$37,299.40	\$38,231.89	\$39,164.37	\$40,143.48	\$41,122.59	\$42,150.66	\$43,178.72	\$44,258.19	\$45,337.66	\$46,471.10	\$47,604.54	\$48,794.65	\$49,984.77	Annual
	\$2,960.27	\$3,034.28	\$3,108.28	\$3,185.99	\$3,263.70	\$3,345.29	\$3,426.88	\$3,512.55	\$3,598.23	\$3,688.18	\$3,778.14	\$3,872.59	\$3,967.04	\$4,066.22	\$4,165.40	Monthly
	\$17.07848	\$17.50544	\$17.93240	\$18.38071	\$18.82903	\$19.29975	\$19.77048	\$20.26474	\$20.75900	\$21.27798	\$21.79695	\$22.34187	\$22.88680	\$23.45897	\$24.03114	Hourly
Equipment Mechanic	\$35,334.49	\$36,217.85	\$37,101.21	\$38,028.74	\$38,956.28	\$39,930.18	\$40,904.09	\$41,926.69	\$42,949.29	\$44,023.03	\$45,096.76	\$46,224.18	\$47,351.60	\$48,535.39	\$49,719.18	Annual
	\$2,944.54	\$3,018.15	\$3,091,77	\$3,169.06	\$3,246.36	\$3,327.52	\$3,408.67	\$3,493.89	\$3,579.11	\$3,668.59	\$3,758.06	\$3,852.01	\$3,945.97	\$4,044.62	\$4,143.26	Monthly
	\$16.98774	\$17.41243	\$17.83712	\$18.28305	\$18.72898	\$19.19720	\$19.66543	\$20.15706	\$20.64870	\$21,16492	\$21.68113	\$22.22316	\$22.76519	\$23.33432	\$23.90345	Hourly
Code Enforcement Technician	\$35,061.00	\$35,937.53	\$36,814.05	\$37,734.40	\$38,654.75	\$39,621.12	\$40,587.49	\$41,602.18	\$42,616.86	\$43,682.29	\$44,747.71	\$45,866.40	\$46,985.09	\$48,159.72	\$49,334.35	Annual
	\$2,921.75	\$2,994.79	\$3,067.84	\$3,144.53	\$3,221.23	\$3,301.76	\$3,382.29	\$3,466.85	\$3,551.41	\$3,640.19	\$3,728.98	\$3,822.20	\$3,915.42	\$4,013.31	\$4,111.20	Monthly
	\$16.85625	\$17.27766	\$17.69906	\$18.14154	\$18,58402	\$19.04862	\$19.51322	\$20.00105	\$20.48888	\$21.00110	\$21.51332	\$22.05115	\$22.58899	\$23,15371	\$23,71844	Hourly
Public Works Operator II	\$34,481.58	\$35,343.62	\$36,205.66	\$37,110.80	\$38,015.94	\$38,966.34	\$39,916.74	\$40,914.66	\$41,912.58	\$42,960.39	\$44,008.20	\$45,108.41	\$46,208.62	\$47,363.83	\$48,519.05	Annual
Parks Maint Technician II	\$2,873.47	\$2,945.30	\$3,017.14	\$3,092.57	\$3,168.00	\$3,247.20	\$3,326.39	\$3,409.55	\$3,492.71	\$3,580.03	\$3,667.35	\$3,759.03	\$3,850.72	\$3,946.99	\$4,043.25	Monthly
Building Maint. Tech II	\$16.57768	\$16.99212	\$17.40657	\$17.84173	\$18.27690	\$18.73382	\$19.19074	\$19.67051	\$20.15028	\$20.65403	\$21.15779	\$21.68674	\$22.21568	\$22.77107	\$23.32646	Hourly
Accounting Technician	\$34,385.75	\$35,245.39	\$36,105.04	\$37,007.66	\$37,910.29	\$38,858.05	\$39,805.80	\$40,800.95	\$41,796.09	\$42,841.00	\$43,885.90	\$44,983.05	\$46,080.19	\$47,232.20	\$48,384.20	Annual
	\$2,865.48	\$2,937.12	\$3,008.75	\$3,083.97	\$3,159.19	\$3,238.17	\$3,317.15	\$3,400.08	\$3,483.01	\$3,570.08	\$3,657.16	\$3,748.59	\$3,840.02	\$3,936.02	\$4,032.02	Monthly
	\$16.53161	\$16.94490	\$17.35819	\$17.79215	\$18.22610	\$18.68175	\$19,13741	\$19.61584	\$20.09428	\$20.59663	\$21.09899	\$21.62646	\$22.15394	\$22.70779	\$23.26164	Hourly
Public Works Operator	\$32,078.91	\$32,880.88	\$33,682.86	\$34,524.93	\$35,367.00	\$36,251.17	\$37,135.35	\$38,063.73	\$38,992.12	\$39,966.92	\$40,941.72	\$41,965.26	\$42,988.81	\$44,063.53	\$45,138.25	Annual
Parks Maint. Technician I	\$2,673.24	\$2,740.07	\$2,806.90	\$2,877.08	\$2,947.25	\$3,020.93	\$3,094.61	\$3,171.98	\$3,249.34	\$3,330.58	\$3,411.81	\$3,497.11	\$3,582.40	\$3,671.96	\$3,761.52	Monthly
	\$15.42255	\$15.80812	\$16,19368	\$16,59852	\$17.00336	\$17.42845	\$17.85353	\$18.29987	\$18.74621	\$19.21486	\$19.68352	\$20.17561	\$20.66770	\$21.18439	\$21.70108	Hourly
Staff Assistant	\$28,719.29	\$29,437.27	\$30,155.25	\$30,909.14	\$31,663.02	\$32,454.59	\$33,246.17	\$34,077.32	\$34,908.48	\$35,781.19	\$36,653.90	\$37,570.25	\$38,486.60	\$39,448.76	\$40,410.93	Annual
	\$2,393.27	\$2,453.11	\$2,512.94	\$2,575.76	\$2,638.58	\$2,704.55	\$2,770.51	\$2,839.78	\$2,909.04	\$2,981.77	\$3,054.49	\$3,130.85	\$3,207.22	\$3,287.40	\$3,367.58	Monthly
	\$13.80735	\$14.15253	\$14.49772	\$14.86016	\$15.22260	\$15.60317	\$15.98373	\$16.38333	\$16.78292	\$17.20249	\$17.62207	\$18.06262	\$18.50317	\$18.96575	\$19.42833	Hourly
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EXHIBIT "B" CITY OF OROVILLE

Drug-Free Workplace Certification and Substance Abuse Policy Statement

As with any City policy, the CITY OF OROVILLE reserves the right to change, alter, amend, and interpret this policy without notice.

The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs. "The Drug-Free Workplace Act of 1990" (Government Code Section 8350 et seq.), requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to Federal authorities.

The CITY OF OROVILLE recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective of the City to have a work force that is free from the influence of alcohol and controlled substances.

A. APPLICABILITY

This policy applies to all employees and contractors when they are on City property or when performing any City related business. It applies to off-site lunch periods and breaks when an employee is scheduled to return to work. Visitors, vendors, and contracted employees are governed by this policy while on City premises, and they will not be permitted to conduct business if found to be in violation of this policy.

A listing of the CITY OF OROVILLE'S employee function and/or position classifications can be found in Appendix "A" of this policy statement. An employee is considered to be performing a job function while actually performing duties related to the job function, preparing to perform such duties, on call or available for such duties as described in the job description, or immediately following the performance of such duties.

B. PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

Drugs:

Amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine (PCP), and propoxyphene.

Alcohol:

This use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any City business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

C. PROHIBITED CONDUCT

Manufacture, Trafficking, Possession, and Use: Any employee engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on City premises, in City vehicles or while conducting City business off the premises is absolutely prohibited. Violation will result in removal from duty and referral to an Employee Assistance Professional (EAP).

Impaired/Not Fit for Duty: Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from his/her job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to an Employee Assistance Professional (EAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

Alcohol Use: No employee may report for duty or remain on duty when his/her ability to perform assigned functions are adversely affected by alcohol or when his/her alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty. No employee shall use alcohol within four hours of reporting for duty nor during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to removal from duty and referral to an Employee Assistance Professional (EAP).

Compliance with Testing Requirements: All employees are subject to controlled substance testing and alcohol testing. Any employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to an Employee Assistance Professional (EAP). Refusal to submit to a test can include an inability to provide a urine specimen without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Treatment/Rehabilitation Program: An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

Positive Controlled Substance and/or Alcohol Test: A Rehabilitation Program is available for employees who have tested positive for a prohibited substance on a one-time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. When recommended by the Employee Assistance Professional (EAP), participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the EAP and agree to and sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the EAP but will not be shorter than one year or longer than five years.

Voluntary Admittance: All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. Requests must be submitted to an Administrator or his/her designee for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36-month period will result in termination from employment.

Participants in the rehabilitation program may use accumulated paid time off, vacation and floating holidays, if any.

D. NOTIFYING THE CITY OF CRIMINAL DRUG CONVICTION

Pursuant to the "Drug Free Workplace Act of 1990 any employee who fails to immediately notify the City of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

E. PROPER APPLICATION OF THE POLICY

The City is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

F. TESTING FOR PROHIBITED SUBSTANCES

Analytical urine controlled substance testing will be conducted as required under Department of Transportation guidelines. All employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident. In addition, all employees will be tested prior to returning to duty after failing a controlled substance test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by an Employee Assistance Professional (EAP). Employees shall also be subject to testing on randomly selected, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines.

The controlled substances that will be tested for include alcohol, marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the Department of Transportation guidelines.

Any employee who has a confirmed positive controlled substance test will be removed from his/her position, informed of educational and rehabilitation program available, and evaluated by an Employee Assistance Professional (EAP).

The City affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

Employees may be tested under any of the following circumstances:

Pre-Employment Testing: All applicants shall undergo urine controlled substance testing prior to employment. Receipt of a satisfactory test result is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment. Pre-Employment testing requirements will be conducted in compliance with current law.

Reasonable Suspicion Testing: All employees will be subject to urine testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance while on duty. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

- 1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
- Physical signs and symptoms consistent with prohibited substance use.
- 3. Occurrence of a serious or potentially serious accident that may have been caused by human error while on duty.

4. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

Post-Accident Testing: Employees will be required to undergo controlled substance testing if they are involved in an accident with any City equipment or City vehicle or personal vehicle when employee is driving for work related business that results in any damage, injury or fatality. This includes all employees who are on duty and operating the equipment or vehicle and any other employee whose performance could have contributed to the injury or accident. A post-accident test will be conducted if an accident results in injuries: (1) which requires medical treatment; (2) where one or more pieces of equipment or vehicles incur damage that requires extensive repair or towing; or (3) when required by Workers' Compensation Guidelines.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and subject to termination. Post-accident testing of employees will include not only the operation personnel, but any other covered employees whose performance could have contributed to the accident.

Random Testing: Employees will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each employee will have an equal chance of being tested each time selections are made. Employees will be tested either just before departure, or during duty, or just after the employee has ceased performing his/her duty.

Return-to-Duty Testing: All employees who previously tested positive on a controlled substance test must test negative and be evaluated and released to duty by the Employee Assistance Professional (EAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance testing following returning to duty. The duration and frequency will be determined by the EAP. However, it shall not be less than 6 tests during the first 12 months or longer than 60 months in total, following return to duty.

Employee Requested Testing: Any employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the original sample. All costs for such testing are to be paid by the employee unless the second test invalidated the original test. The employee's request for a retest must be made to the MRO within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

G. EMPLOYEE ASSESSMENT

Any employee who tests positive for the presence of controlled substances will be assessed by an Employee Assistance Professional (EAP). The EAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If an employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To• Duty Agreement, pass a return-to-duty controlled substance test and be subject to unannounced follow• up tests for a period of one to five years, as determined by the EAP. The cost of any rehabilitation and 32]Page

subsequent controlled substance testing is borne by the employee and is on a one-time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Employees may use accumulated paid time off, vacation and floating holidays, if any, to participate in the prescribed rehabilitation program.

H. CONTACT PERSON

Any questions regarding this policy should contact the following City representative:

Name: Liz Ehrenstrom

Title: Human Resource Analyst II

Address: 1735 Montgomery St., Oroville, CA 95965

Telephone: (530) 538-2407

I. DEFINITIONS

ACCIDENT - means an unintended happening or mishap where there is loss of human life (regardless of fault), bodily injury, significant property damage, or an injury as defined by Workers' Compensation Guidelines.

ALCOHOL - means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

ALCOHOL USE -means consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

CHAIN OF CUSTODY - means the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

CITY - means the CITY OF OROVILLE.

CITY TIME - means any period of time in which the employee is actually performing, ready to perform, or immediately available to perform any job functions.

COLLECTION SITE - means a place designated by the City where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

CONFIRMATION TEST - means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (CG/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

CONTROLLED SUBSTANCE (DRUG) TEST - A method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Alcohol	0.02	grams
Amphetamines	1000	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml
Cocaine Metabolites	300	ng/ml
Marijuana Metabolites	50	ng/ml
Methadone	300	ng/ml
Methaqualone	300	ng/ml
Opiates	2000	ng/ml
Phencyclidine	25	ng/ml
Propoxyphene	300	ng/ml

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

0.04	grams
500	ng/ml
500	ng/ml
200	ng/ml
200	ng/ml
150	ng/ml
15	ng/ml
200	ng/ml
200	ng/ml
2000	ng/ml
2000	ng/ml
10	ng/ml
25	ng/ml
200	ng/ml
	500 500 200 200 150 15 200 200 2000 2000

- (1) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml
- (2) Benzoylecgonine
- (3) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (4) Test for 6-Acetylmorphine when morphine concentration exceeds 2000 ng/ml

COVERED EMPLOYEE - means a person including a volunteer, applicant, or transferee, who performs a job function for the City.

DEPARTMENT OF TRANSPORTATION GUIDELINES -the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all the transportation industries.

DRIVER- means any person who operates a motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer.

DRUG (CONTROLLED SUBSTANCE) METABOLITE- means the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

EMPLOYEE ASSISTANCE PROFESSIONAL (EAP) - An employee assistance professional is an individual who assists the work organization, its employees and their family members with personal and behavioral problems including, but not limited to: health, marital, family, financial, alcohol, drug, legal emotional, stress, or other personal concerns which may adversely affect employee job performance and productivity.

EMPLOYEE ASSISTANCE PROGRAM - An employee assistance program (EAP) is a worksite based program designed to assist in the identification and resolution of productivity problems associated with employees impaired by personal concerns including, but not limited to: health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal concerns which may adversely affect employee job performance.

The specific core activities of EAP's include:

- 1. Expert consultation and training to appropriate persons in the identification and resolution of job-performance issues related to the aforementioned employee personal concerns, and confidential, appropriate and timely problem assessment services;
- 2. Referrals for appropriate diagnosis, treatment and assistance;
- 3. The formation of linkages between workplace and community resources that provide such services; and w follow-up services for employees who use those services.

EQUIPMENT - means any and all machinery, material, gear and the like in and/or around the City plants, on City premises, or on customer property and/or premises.

MEDICAL REVIEW OFFICER (MRO) - means a licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

POST-ACCIDENT CONTROLLED SUBSTANCE TESTING - conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Accident.

PRE-EMPLOYMENT CONTROLLED SUBSTANCE TESTING -conducted before applicants are hired or after an offer to hire, but before actually performing any functions for the first time.

PROHIBITED DRUGS (CONTROLLED SUBSTANCES) - means Alcohol, Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

PROHIBITED SUBSTANCES - means and is synonymous to drug abuse and/or alcohol misuse or abuse.

RANDOM CONTROLLED SUBSTANCE TESTING - conducted on a random unannounced **basis** just before, during or just after performance of job functions.

REASONABLE SUSPICION CONTROLLED SUBSTANCE TESTING - conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol misuse or controlled substance abuse.

REFUSE TO SUBMIT (TO A CONTROLLED SUBSTANCE TEST) - means that an employee **fails** to provide an adequate urine sample for testing without a valid medical explanation after that employee received notice of the requirement to be tested or engages in conduct that clearly obstructs the testing

process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test.)

REHABILITATION - The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the EAP and participation in EAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

RETURN-TO-DUTY AND FOLLOW-UP CONTROLLED SUBSTANCE TESTING - conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returns to performing safety sensitive-duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the EAP recommendation.

RETURN-TO-DUTY AGREEMENT - means a document agreed to and signed by the employer, employee and the Employee Assistance Professional that outlines the terms and conditions under which the employee may return to duty after having had a verified positive controlled substance test result.

SCREENING (INITIAL) TEST- means an immunoassay screen to eliminate negative urine specimens from further consideration.

SUPERVISOR - means a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

VEHICLE - means a bus, pickup truck, van, automobile or vessel used for transportation.

WORKERS' COMPENSATION GUIDELINES - means the procedures for determining the eligibility for workers' compensation benefits as determined by Labor Code and resulting case law.

APPENDIX B1

CITY OF OROVILLE EMPLOYEE FUNCTION AND/OR POSITION CLASSIFICATIONS

The CITY OF OROVILLE, as of this date has established a compelling need for the following job descriptions. The compelling need is based on clear and factual vocational assessments which strongly indicate inappropriate behavior by those employees serving in any one, or any combination of the listed jobs, may result in harm to people, the environment, public or personal property, or undesired loss of capital or goods.

Job Type:	Compelling Need:
Citv Administrator	Drives on City Business and makes critical independent iudament decisions
Chief of Police	Drives on City Business and makes critical independent judgment decisions
Fire Chief	Drives on City Business and makes critical independent iudament decisions
Community Services Director	Drives on City Business and makes critical independent judgment decisions
Director of Parks and Trees	Drives on City Business and makes critical independent iudament decisions
Director of Finance	Drives on City Business and makes critical independent judgment decisions

Deve. Director Judgment decisions	Business Assis./Housing		y Business and makes critical independent					
Deputy Fire Chief Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent judgment decisions Drives on City Business and makes critical independent Judgment decisions Drives on City Business and makes critical independent Judgment decisions Drives on City Business. Drives on City Business and makes critical independent Judgment decisions Drives on City Business. Drives on City Business and makes critical independent Judgment decisions Drives on City Business. Drives on City Business and makes critical independent Judgment decisions Drives on City Business. Drives on City Business and makes critical independent Judgment decisions Drives on City Business. Drives on City Business and makes critical independent Judgment decisions Drives on City Business. Drives on City Busines	Deve. Director							
Deputy Fire Chief	Job Type:							
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Office/Field Aid May Drive on City Business. Cement Finisher May Drive on City Business.	Administrative Assistant		May Drive on City Business.					
Cement Finisher May Drive on City Business.	Staff Assistant		May Drive on City Business.					
	Office/Field Aid		May Drive on City Business.					
Job Type: Compelling Need:	Cement Finisher		May Drive on City Business.					
	Job Type:	Compelling I	veed:					

Police Sergeant	Drives on City Business and makes critical independent judgment decisions
Police Detective	Drives on City Business and makes critical independent judgment decisions
Police Officer	Drives on City Business and makes critical independent judgment decisions
Code Enforcement Specialist	Drives on City Business and makes critical independent judgment decisions
Dispatcher Supervisor	Makes critical independent judgment decisions
Police Administrative Assistant	Maintain a Drug-Free Workplace
Dispatcher	Makes critical independent judgment decisions
Community Services Officer	Drives on City Business and makes critical independent judgment decisions
Police Records Technician	Maintain a Drug-Free Workplace

Job Type:	Compelling Need:
Fire Captain	Drives on City Business and makes critical independent judgment decisions
Fire Engineer	Drives on City Business and makes critical independent judgment decisions
Fire Fighter	Drives on City Business and makes critical independent judgment decisions

PROCEDURES for the CITY OF OROVILLE

A. PROCEDURES - REASONABLE SUSPICION TESTING

- 1. An employee who may possibly be under the influence of alcohol and/or controlled substances is observed by a supervisor.
- 2. Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against City policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. However, the supervisor must witness firsthand the employee's signs and symptoms.
- 3. investigated. If possible, two supervisors determine (independently or together) that the employee in question may indeed be under the influence of alcohol and/or controlled substances.
- 4. When the supervisor(s) suspect and believe that the employee may be under the influence of alcohol and/or controlled substances, the employee is then immediately suspended from duty (with pay) and driven by City staff (or others designated) to the City specified collection site. Because of a testing facility requirement, the employee in question must show proof of identification, such as a photo driver's license or state-issued photo identification card.
 - Whenever practical, an Administrator should be notified in advance of the employee being taken to the collection site.
- 5. At the collection site, the employee will be required to submit a urine sample to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.

- 6. The City will take precautions to prevent the employee being tested from going back to work and driving their own car home. Instead, the employee will be given assistance in obtaining a ride home from the collection site.
- 7. The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.

B. PROCEDURES - RANDOM TESTING

- 1. The Compliance Company notifies the supervisor to send the employee to the collection site for controlled substance testing.
- The supervisor notifies the employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
- 3. At the collection site, the employee will be required to submit a urine sample to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
- 4. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.

C. PROCEDURES - POST ACCIDENT

- The employee notifies a supervisor that an accident has occurred.
- The supervisor determines that the circumstances of the accident warrant a post-accident test. Thereafter, the supervisor directs the employee to immediately go to the collection site for controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
- 3. At the collection site, the employee will be required to submit a urine sample for controlled substance testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
- 4. An Administrator will be notified that an accident has occurred and that the employee was instructed to go to the collection site.
- 5. The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or

refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety• sensitive employee's termination.

D. PROCEDURES -RETURN-TO-DUTY and FOLLOW-UP

- 1. The Compliance Company notifies the City to send the employee to the collection site for controlled substance testing.
- 2. The supervisor notifies the employee to immediately go to the collection site for controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
- 3. At the collection site, the employee will be required to submit a urine sample for controlled substance testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample
- 4. The employee whose confirmation test result is verified positive will be terminated.

E. PROCEDURES - CHAIN OF CUSTODY-CONTROLLED SUBSTANCE SPECIMENS

- 1. At the time a specimen is collected, the employee will be given a copy of the specimen collection procedures.
- 2. Urine will be in a tamper-resistant urine specimen container which will remain in full view of the employee until sealed and initialed.
- Immediately after the specimens are collected, the urine bottles will, in the presence of the employee be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the employee's presence and the employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
- 4. A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

F. PROCEDURES-SPECIMEN COLLECTION OF STRANGE AND/OR RECOGNIZABLE SUBSTANCES

- 1. An employee is observed with a strange and/or unrecognizable substance.
- 2. The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and a witness.
- 3. An incident report is made and signed by both the supervisor and a witness.
- 4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

EXHIBIT "C"

Code of Ethics

Responsibility

I understand that the community expects me to serve with dignity and respect, as well as be an agent of the democratic process.

I avoid actions that might cause the public to question my independent judgment.

I do not use my office or the resources of the city for personal or political gain.

I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the city and its citizens.

Fairness

I promote consistency, equity and non-discrimination in public agency decision-making.

I make decisions based on the merits of an issue, including research and facts.

l encourage diverse public engagement in our decision-making processes and support the public's right to know.

Respect

I treat my fellow city officials, staff, commission members and the public with patience, courtesy, civility, and respect, even when we disagree on what is best for the community and its citizens.

Honesty

am honest with all elected officials, staff, commission members, boards, the public and others.

I am prepared to make decisions when necessary for the public's best interest, whether those decisions are popular or not.

I take responsibility for my actions, even when it is uncomfortable to do so.

Attachment

City of Oroville Government Policy Manual

Item 7.

Government Policy Manual

City_Memorandum.pdf



City of Oroville

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2401 – FAX (530) 538-2426 www.cityoforoville.org

INTEROFFICE MEMORANDUM

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FROM:

RE:

DATE:

May 17, 2023 Page 1

Attachment

City of Oroville Government Policy Manual

Item 7.

Government Policy Manual

01272020 R8829 OCEA Agreem - pages 1-23.pdf

CITY OF OROVILLE RESOLUTION NO. 8829

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION

(Agreement No. 1432-15)

BE IT hereby resolved by the Oroville City Council as follows:

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on January 7, 2020, by the following vote:

AYES:

Council Members Hatley, Pittman, Smith, Draper, Goodson, Thomson,

Reynolds

NOES:

None

ABSTAIN:

None

ABSENT:

None

Charles Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E Huber City Attorney

Bill LaGrone, City Clerk

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

Between the CITY

OF OROVILLE And

the

OROVILLE CITY EMPLOYEES' ASSOCIATION (OCEA)

For the period between

JANUARY 7, 2020 THROUGH JANUARY 6, 2023

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. 8829 adopted at its Regular Meeting of January 7, 2020.

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Section 1. RECOGNITION OF OROVILLE CITY EMPLOYEES' ASSOCIATION (OCEA)

The City formally recognizes the OCEA as the majority representative for all City employee CLASSIFICATIONS set forth in Exhibit "A" excluding confidential employees.

Section 2. SCOPE OF REPRESENTATION

The scope of representation of the meeting and conferring shall include those matters as set forth in the California Government Code Section 3504 et seg.

Section 3. MAINTENANCE OF BENEFITS

It is understood and agreed that there exists within the City, certain personnel rules, and regulations, policies, and benefits regarding members covered by this Memorandum. In the event of proposed changes to City Personnel Rules and Regulations, the OCEA shall be advised, for the purpose of enabling the City and the OCEA to meet and consult as soon as possible with respect to any proposed changes. The City shall not have the right to change City Personnel Rules and Regulations which contravene specific provisions of this Memorandum without prior meeting and conferring with the OCEA.

Section 4. MEETING RELEASE TIME

The City agrees to allow each OCEA member a total of four (4) hours of release time per calendar year to attend quarterly OCEA meetings. The above release time can only be used in one (1) hour blocks. Use of the release time must have the prior approval of the member's department head well in advance of the meeting. If, in the sole discretion of the member's department head that the use of the release time will disrupt City operations, release time will be denied. Such release time can only be used for attendance at the quarterly meetings and shall not rollover into the next calendar year if not used.

Section 5. CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this memorandum, except as expressly limited by a specific provision of this memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City as enumerated herein, include, but are not limited to the following subject to the requirements of this memorandum and/or any provision of law whether it be statutory or judicial: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force: to increase or decrease the work force and determine the number of members needed; to hire, transfer, promote and maintain the discipline and efficiency of its members, to establish work standards, schedules of operation and reasonable work loads; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof, to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

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

Section 6. LAYOFF POLICY

6.1 <u>Purpose</u>

- 6.1.1 The City may initiate a layoff due to lack of work, lack of funds, or change in the organization.
- 6.2 City of Oroville OCEA Cooperative Efforts
 - 6.2.1 When the City determines that layoffs are imminent, it shall provide written notification to OCEA. Further, in the spirit of cooperation, the City or the OCEA may request a meeting to jointly discuss alternatives to layoff, including, but not limited to, attrition or a reduction in work hours. Every effort shall be made to fill vacant position(s) that are determined to be a necessity in the City with qualified laid-off employee(s).
 - 6.2.2 Notwithstanding the effort to work cooperatively, the City has the exclusive right to determine the methods, means, numbers and kinds of personnel by which services are to be provided. The City's decision to make a reduction in force and/or layoff an employee(s) is not subject to the duty to meet and confer. However, the parties will meet and confer regarding the impact of those determinations.

6.3 Definitions

For the purposes of this section:

- 6.3.1 Layoff separation of employee(s) from the active work force due to lack of work, lack of funds or change in the organization.
- 6.3.2 Temporary Employee an at-will non-benefited employee who is hired on a temporary basis and works less than 1,000 hours in a fiscal year.
- 6.3.3 Probationary Employee any employee tentatively appointed to a position prior to becoming a permanent employee.
- 6.3.4 Fulltime Permanent Employee benefited employees who successfully complete their probationary period and who regularly work a minimum of 32 or more hours per week.
- 6.3.5 Part-time Permanent Employee benefited employees who successfully complete their probationary period and who regularly work less than 32 hours per **week**.
- 6.3.6 Displacement Rights (Bumping) a permanent employee who has more seniority may remove another employee in a lower classification and take their place.
- 6.3.7 Seniority -- The length of service of consecutive time served from an employee's date of hire with the City. Service seniority for unpaid military leave will be considered in the manner prescribed by State and Federal law. Continuous employment includes paid leaves of absences.
- If a City temporary employee is subsequently appointed to a fulltime position with the City, the employee's seniority shall be calculated from the date of temporary appointment, as long as there has been no break in continuity of service. This does not include Temp Agency employment with the City (i.e., Express Personnel, etc.).

In a case where two (2) or more employees in the same class in the same department have the same seniority date, the date of their employment application to the City of Oroville will determine seniority (See Oroville Personnel Rule 7. Seniority).

- 6.3.8 Lateral Displacement -- An employee who has more seniority may remove another employee from within their same classification pursuant to 6.5.3.
- 6.3.9 Classification a specific job title.

6.4 Order of Layoff & Procedure

- 6.4.1 Whenever it is determined that a layoff must occur within a job classification, the order of layoff shall be:
 - 1. temporary employee
 - 2. probationary employee
 - 3. part-time and fulltime permanent employee
- 6.4.2 In each type of employment, the employee(s) with the least overall city seniority in the affected job classification(s) shall be laid-off first.
- 6.4.3 In the event that two (2) or more employees in a job classification within a Department have the same seniority, then the employee with the least seniority with the City shall be laid• off. If there is no distinction between seniority of two (2) or more employees, the order of layoff will be determined by the date on their application for employment with the City.

6.5 <u>Displacement Rights</u>

6.5.1 An employee may displace any other employee in a lower classification within their Department, if they have more seniority and can meet the minimum qualifications. An employee may also displace another employee in any position in any Department that they held previously. This does not include working in an out-of-class position.

OCEA employees may only displace an employee within the OCEA bargaining unit.

Only Administrative Assistants and Staff Assistants may displace laterally into another Department if they have accrued seniority. However, an employee who elects to displace laterally into another Department shall serve a three (3) month probationary period in the new Department. Monthly evaluations will be given to the employee. If two (2) of the three (3) month evaluations are unsatisfactory, the probationary period may be extended an additional three (3) months. If the employee does not pass their probationary period, the employee will be laid-off in accordance with this MOU.

- 6.5.2 Employees who are designated for layoff or displacement may elect, in lieu of layoff or displacement one of the following:
 - 1. Displace laterally within the same classification (See 6.3.8).
 - 2. Displace into a lower classification (See 6.3.6).

An employee who chooses to exercise their displacement rights must accept the salary, hours and working conditions of their new position. An employee will be allowed only one (1) displacement per layoff occurrence.

6.5.3. For the purposes of displacement, departments and positions are defined as follows:

Administration Department	Business Assistance and Housing Department
Assistant City Clerk	Building Maintenance Technician II
a violetini, diferibleria	Housing Develop./Building Maint. Supervisor
	Office/Field Aide
Finance Department	Admin/Program Analyst II
Accountant	Program Analyst
Accounting Technician	Code and Construction Compliance Specialist
Statement in the statement	Code and Consideration to antitude a product of

Community Development Dept. Associate Civil Engineer Assistant Planner Associate Planner **Building Inspector** Construction Inspector Counter Technician GIS Specialist/Eng. Tech Office Coordinator

Clerical Staff Administrative Assistant Staff Assistant

Public Works and Parks & Trees Department

Cement Finisher

Cultural Facilities Coordinator

Equipment Mechanic

Lead Mechanic

Parks Maintenance Technician III Parks Maintenance Technician II Parks Maintenance Technician Lead Public Works Operator Public Works Operator III Public Works Operator II Public Works Operator

Signal Technician/Electrician Collection System Operator |

Collection System Operator II Lead Collection system Operator

Lead Tree Worker

- 6.5.4. An employee who exercises their displacement rights shall be paid in the new job classification at the same salary range step {i.e., Step D to Step D; Step F to Step F; etc.).
- 6.5.5 If an employee with permanent status chooses not to displace an employee in a lower job classification or laterally displace an employee, they shall be laid-off, and the City agrees not to challenge unemployment benefits.
- 6.5.6 An employee may request layoff in lieu of the opportunity to displace an employee by notifying the Personnel Department in writing within five (5) business days of the notice of layoff. If an employee requests layoff in lieu of displacement, they shall forfeit all recall rights except to a vacancy in the same classification from which the employee was laid-off. In this case, the employee shall be entitled to recall rights for a period of one (1) year from the effective date of the layoff.
- 6.5.7 An employee who is in a promotional probationary status and is affected by a layoff or is displaced by an employee exercising their displacement rights shall be allowed to return to their former job classification where they held permanent status, and the employee will be allowed to invoke any of their displacement rights. If the job classification in which the employee previously held permanent status no longer exists, the employee will be allowed to invoke any of their displacement rights. If the employee has no displacement rights to invoke, they will be laid-off without any right of recall.
- 6.5.8 A new City employee who has not completed their probationary status has no layoff rights.
- 6.5.9. Future salary step adjustment opportunities shall be made in accordance with the OCEA Memorandum of Understanding and/or the City's Personnel Rules. Time served in the job classification since the most recent step increase prior to when the layoff/displacement occurred, shall count toward the interval required for consideration of salary step advancement.

6.6 Seniority List

6.6.1 At least five (5) business days prior to written notices of layoff, the City shall provide a current seniority list to affected employee(s) and the Association's Labor Representative for the OCEA bargaining unit. The seniority list shall show the employee names, classification, seniority date, and the process for reporting discrepancies. The seniority list shall be deemed correct unless an employee or the OCEA notifies the Personnel Department to the contrary, in writing, within five (5) business days of the receipt of the seniority list.

6.7 Notification of Layoff

- 6.7.1 The City will provide a written Notice of Layoff to all affected employee(s) within ten (10) business days in advance of the effective date of layoff. The written Notice of Layoff will include a list of all positions in which the employee may invoke any of their displacement rights. The written Notice of Layoff will be hand-delivered to the employee and the employee will sign for receipt of the Notice. The Association's Labor Representative will receive a copy of all written Notice of Layoff at the same time the affected employee(s) are notified.
- 6.7.2 Any employee who is on a paid or unpaid leave or not in attendance at their worksite shall be affected by the layoff in accordance with the provisions of this Section. With such written Notice of Layoff, the employee shall be informed of their rights to which they are entitled and the procedure to be followed, including a list of all positions in which the employee may invoke any of their displacement rights. The Notice of Layoff shall be mailed to the employee via U.S. certified/return receipt mail to the last known address filed with the Personnel Department. The Association's Labor Representative will receive a copy of all written Notices of Layoff at the same time the affected employee(s) are notified.
- 6.7.3 Laid-off/Displaced employees shall be paid accrued leaves in accordance with the OCEA Memorandum of Understanding, applicable City policies and rules, and applicable Laws.

6.8 Re-Employment Following Layoff/Displacement

- 6.8.1 Employee(s) shall be entitled to re-employment rights for a period of one (1) year from the effective date of layoff or displacement. To expedite re-employment, more than one (1) laid-off/displaced employee may be notified when an opening occurs. The laid-off/displaced employee(s) will be re-hired in inverse order of layoff. A laid-off/displaced employee shall be required to meet the qualifications of the classification to which they are recalled (i.e., license(s), certification(s), etc.).
- 6.8.2 When a vacancy occurs in a job classification, the laid-off or displaced employee(s) eligible to return to that job classification shall be recalled in the inverse order of layoff. Employees with permanent status who were laid-off or displaced are eligible to return to the job classification in which permanent status was held but shall have no recall rights to any job classification in which probationary status was held at the time of layoff or displacement.
- 6.8.3 Laid-off/Displaced Employees: The effective date of layoff shall be the employee's last day working at the City. When a vacancy exists, and employees are to be re-employed, notice of the opening(s) shall be sent via U.S. certified/return receipt mail, to the last known address on file in the Personnel Department. It shall be incumbent upon the laid-off employee to advise the Personnel Department, in writing, of any change in address. The laid-off employee shall have five (5) business days, following the notification from the City, to notify the City, in writing, of their intent to return to work.
- 6.8.4 An employee who exercises their re-employment rights shall be paid the salary range step they received immediately prior to layoff/displacement. Future salary step adjustment opportunities shall be made in accordance with the OCEA Memorandum of Understanding and/or the City's Personnel Rules. Time served in the job classification since the most recent step increase prior to when the layoff/displacement occurred, shall count toward the interval required for consideration of salary step advancement.
- 6.8.5 Laid-off/Displaced employees who accept re-employment will earn sick leave and vacation at the same accrual amounts the employee received prior to being laid-off/displaced, and any sick leave balances will be restored.

- 6.8.6 The laid-off employee shall have a reasonable period of time to return to work, not to exceed fifteen (15) business days. If the laid-off employee fails to respond to the notice of reemployment within five (5) business days or fails to report to work within the reasonable time period as set forth above, they will forfeit all re-employment rights.
- 6.8.7 A laid-off/displaced employee shall lose their re-employment rights due to: 1} resignation; 2} retirement; 3} failure to return to work when recalled by the City; or 4} when the City has not recalled an employee to work for a period of one (1) year.

Section 7. BOOT ALLOWANCE

A Boot allowance of Two Hundred (\$200.00) Dollars per year shall be provided to all employees as a requirement or necessity to perform their duties. This amount shall be paid in the month of October for the following classifications:

Public Works Operators I, II and III Park Maintenance Technicians I, II and III Lead Equipment Mechanic Lead Public Works Operator Lead Tree Worker Collection System Operator | Collection System Operator II Lead Collection System Operator **Equipment Mechanic** Traffic Signal Tech/Electrician Building Maintenance Technician II Building Inspector Construction Inspector Code and Construction Compliance Specialist Sr. Code Enforcement Specialist Code Enforcement Specialist

Section 8. CALL-BACK PAY AND ON CALL PAY

- 8.1 Definition of Call-back: When an employee is not currently working their normal assigned work shift and is called back to work either prior to arriving or departing from the employee's worksite.
- 8.2 In the event of a call-back or return to duty, a member shall receive a minimum of two (2) hours of pay at the rate of one and one-half (1 %) times the regular rate of pay. If the time worked exceeds two (2) hours, then the member shall receive pay for the time worked at one and one-half (1 ½) times the regular rate of pay, calculated to the nearest ten (10) minutes. OCEA members who are called back to work (as opposed to regularly scheduled overtime or continuation of a shift) shall not be required to take compensatory time off during the work week.
- 8.3 Time worked contiguous to and after a normally assigned work shift shall be treated as normal overtime.
- 8.4 The Department Head shall post a list for employees to signup on a voluntary basis for On-call Service. The list shall be posted no later than 72 hours before requested On-Call Service shift. On-Call Services shall be assigned based on skill and qualifications. In cases where more than one employee has the same skill and qualifications, employees with more seniority shall have the first opportunity to sign up for On-Call duty. In cases of an emergency or pending emergency, the Department Head may place one or more employees on On-Call

status. On-Call pay shall be distributed equally among qualified employees that voluntarily sign up for On-Call Service duty.

On-Call duty requires the employee so assigned to (1) be ready to respond immediately to calls, (2) be reachable by the City issued communication device, (3) be able to be at their workstation ready to begin addressing the On-Call issue within one half (1/2) hour.

Employees shall be compensated with on-call pay of \$2.00 per hour (16 hours at \$2.00 per hour) and \$48/day for Saturday, Sunday and Holidays. However, once the employee is contacted by dispatch or the Department Head, their pay rate will be at 1 and ½ their normal hourly salary for a minimum of two hours in lieu of On-Call pay. Once the event is over, at the start of the next hour the employee shall return to the hourly On-Call pay rate.

Section 9. BLOOD BANK DONATION TIME

A member wishing to donate blood to the City Blood Bank Fund shall be released from work for the final hour of the workday for such purpose. The verification of such donation shall be returned to the department head for inclusion with the bi-weekly attendance report in order for the member to receive credit for time worked.

Section 10. SHIFT DIFFERENTIAL

- 10.1 Employees who are required to work a majority of their shift between the hours of 5 :00 p.m. and 7:00 a.m. shall be compensated an additional 5% for all hours worked during that shift.
- 10.2 Employees who are required to work on weekends (Saturday and Sunday) shall receive an additional 5% for all hours worked on those days.

Section 11. COMPENSATION, OVERTIME AND DEFERRED COMPENSATION

- 11.1 Effective October 2, 2018, Tier 1 and Tier 2 salary schedules will be implemented and are attached as Exhibit A. Employees hired before October 2, 2018 will be Tier 1 employees, with no change to the existing salary schedule and employees hired on or after October 2, 2018 will be Tier 2 employees. Tier 1 salary schedule will remain at 5% in between each step, A-H and Tier 2 salary schedule shall be 2.5% in between each step, A-O.
- 11.2 Steps under the Tier 1 salary schedule shall be 6 months between Step A and B, 1 year in between B-E, 2 years in between Step E-F and F-G and 1 year to Step H. However, each department head has the discretion to accelerate time between Steps E-F and F-G to one (1) year for outstanding performance and upon written recommendation to, and approval by, the Personnel Officer.

Steps under the Tier 2 salary schedule will be 6 months between Step A and B and then 1 year in between B-O.

11.3 Additional Compensation

Upon ratification of this MOU, employees shall receive a 3% salary increase.

Effective July 1, 2020, employees shall receive a 3% salary increase.

Effective July 1, 2021, employees shall receive a 3% salary increase.

Effective July 1, 2022, employees shall receive a 3% salary increase.

11.4 Out of Class Pay

a. A member assigned to temporary duties of thirty (30) days or less in a higher job classification shall not receive the pay of the higher job classification.

- b. A member who, within the fiscal year of July 1, through June 30, accrues more than thirty (30) days of temporary duties in a higher job classification, shall receive an additional five percent (5%), but not less than the bottom step, nor more than the top step of that higher job classification, commencing with the thirty-first (31°) day of such duties in a fiscal year. Such time shall not accrue from one fiscal year to the next.
- c. If it is known at the time of assignment that the member will be assigned to duties in a higher job classification for thirty-one (31) days or more, the member shall immediately receive an additional five percent (5%) above the member's normal pay, but not less than the bottom step, nor more than the top step of the higher classification.

11.5 Overtime

Members required to work in excess of forty (40) hours per week shall receive one and one-half (1 ½) times their regular rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off duty for compensatory time off and Holidays shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided, however, that the member may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off duty with a maximum accumulation of 120 hours. A member's decision to elect CTO instead of overtime pay is irrevocable. CTO shall be cashed out on the first paycheck in March and December of each year, or with the approval of the City Administrator in the case of an emergency.

11.6 <u>Altered Schedules</u>

At the discretion of the City and agreement with the OCEA, altered schedules of 4/10 or 5/8 may be implemented. If schedules are altered, then the use for vacation, sick leave, holidays, and comp time will coincide with the new schedule. For example, if a member works a 4/10 schedule and a holiday falls within the 4 days, employee would be paid for 10 hours. If the holiday falls on the regularly day off, the employee would flex that holiday to another workday.

11.7 Deferred Compensation

Effective the first payroll period in July 1989, the City shall offer regular full-time OCEA members the opportunity to participate in a Section 457 | Deferred Compensation Plan with National Deferred, without a City contribution. Effective the first payroll period in July 2001, the City shall offer regular full-time OCEA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

11.8 License and Certificates

If a certificate or a license is required for a position, the City will reimburse employees for the cost of the certificate or license. In addition, if there is a renewal charge, the City will reimburse that as well.

- 11.9 The City will provide \$750 annually, for the term of the MOU, (non PERSable funds) for each unit member to apply, at their discretion, to their 457 deferred compensation account or to their flexible spending account. Disbursements shall be made on the first pay period in July of years 2020, 2021, 2022.
- 11.10 Flex Positions -- The following OCEA classifications shall become flex positions. Meaning that once an employee meets all the education, certification, and qualification requirements for the next step in the classification series and if funding is available, they will automatically be promoted into the position and will be placed at Step A of the new salary range or at a step of

the new range which is approximately five percent (5%) higher than the employees previous base salary (whichever is higher); but in no case shall the employee be compensated above the top step of the new salary range. The following classifications will be flex positions:

11.11 The City shall assume liability for notary duties performed by OCEA members in the scope of their City employment.

11.12 New Employee Orientation

This shall apply to new employees hired after the date of the Agreement who are appointed to a classification within this bargaining Unit for which the Union is recognized as the majority representative.

The City agrees to notify the union via email to the Labor Relations Representative, the time, date and location of the designated time to meet with the new employee(s) as soon as practically possible and/or will give 10 days' notice if the orientation meeting is known to be scheduled to take place 10 days in advance. The designee will receive up to 30 minutes release time, plus travel to and from the meeting, with the new employee.

The City will allow the Labor Relations Representative and/or his/her designee 30 minutes alone to meet with the new employee before or after the orientation meeting or another time that is mutually agreed upon.

The City agrees to provide, via electronic file, the following information for each new employee in the Unit:

Name, job title, department, work location, phone numbers for work, home and cell, if applicable, personal email and home address.

The City agrees to provide the union this same information for all bargaining unit employees on or about the 1 of each quarter (January, April, July and October).

Section 12. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

- The City agrees to continue providing OCEA "Classic Members" with the 2% at 55 formula and employees shall pay the 7% employee contribution. This payment shall be deducted in accordance with IRS code 414(h)(2), making all such payments pre-tax. In addition, "Classic Members" shall have their retirement benefit calculations based off their single highest year.
- 12.2 Effective January 1, 2013 and upon hire, all new members to the CalPERS Retirement System shall receive the 2% at 62 retirement formula and shall pay 50% of the normal benefit formula and contribution rate and shall have their retirement benefit calculations based off their three (3) highest years.

"New members" shall be defined as an individual who becomes a member of the California Public Employees Retirement System (CalPERS) for the first time or re-enroll on or after

January 1, 2013, and who was not an active member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

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

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

Section 13. MEDICAL, DENTAL, LIFE, VISION, AND LONG-TERM DISABILITY INSURANCE

13.1 Medical Insurance

The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long• term disability insurance.

The City agrees to contribute the following amounts towards employee and dependent medical insurance, effective May 19, 2015:

Tier 1

	Gold PPO	HDHP-10%	Silver PPO
EE Only	100%	100%	100%
EE+ 1	\$906.40	\$879.92	\$853.46
EE+ Family	\$1,075.50	\$1041.10	\$1,006.68

Tier2

Health Insurance for represented employees hired by the City on or after October 2, 2018 • City contributions for Tier 2 employees shall be limited to the Silver PPO medical plan for employee, spouse and/or children at the contribution levels below. Employee only, can elect a different plan but will pay the difference. There shall be no city contribution towards spouse and/or children on any other plan than the Silver PPO.

	Gold PPO	HDHP-10%	Silver PPO
EE Only	Silver PPO Prem	nium Rate for EE Only	100%
EE+ 1	\$0	\$0	\$853.45
EE+ Family	\$0	\$0	\$1,006.68
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If the current plans become unavailable within the above cost parameter, and a substitute plan or plans with comparable benefits and cost are not available, then the OCEA and the City may reopen this issue for negotiation during the term of this Memorandum, and the parties shall then meet and confer as soon as possible in order to mutually attempt to resolve the situation. In addition to the above, the City shall pay for each member the cost of life, vision and long• term disability insurance.

13.2 Dental Insurance

In addition, the City contributes \$66.40 per month towards dental insurance for the employee and their dependents.

13.3 Long-Term Disability

Effective December 1, 1989 the City shall have the carrier of the Long-Term Disability Policy amend its waiting period to 90 calendar days.

13.4 State Disability Insurance (S.D.I.)

Effective on or after April 1, 1991, and pursuant to an Employee State Disability Insurance (S.D.1.) election, OCEA members may participate in the S.D.I. Program.

a) Excluding Vacation from SDI required use of accrued leave.

Leaves of absence will require the full use of accrued sick leave, CTO and Safety Time before SDI may be taken. Vacation time will be excluded from required use.

13.5 Health Insurance Review Committee:

The City agrees to participate in a Joint Health Insurance Review Committee for the purposes of reviewing current insurance health benefits and Enhanced Retirement Benefits. The Human Resource Analyst and up to two (2) representatives from each City employee bargaining group may attend the meetings on behalf of the City of Oroville. The purpose of the Committee is ongoing review of health, dental and vision plans and making recommendations to the City Council, City Administrator and the OCEA members regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. The Committee shall have access to such non-confidential information as necessary to carry out its purpose.

The Committee will also study PERS, PARS, or Longevity steps for the purposes of enhancing the retirement benefit.

13.6 Approval of Future Plan Changes

- a) When the City or OCEA members agree that future changes in the health and dental insurance plan benefits or structure are needed, they shall be approved by a majority of the employees of the City of Oroville who are covered by the plan and who vote on such changes.
- b) The Health Insurance Review Committee established in Section 12.4 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the members pursuant to Subsection 12.5 (a). The proposed changes reviewed by the Committee may be initiated by the Committee, by City bargaining units, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered members. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, if the Committee declines to recommend the City proposal to be submitted to a vote of the covered members, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered members, in which case the results of the election shall be final.

Section 14. RECOGNITION FOR LENGTH OF SERVICE

In recognition for many years of continuous service as a City of Oroville employee, effective July 1, 2007, the City shall make an annual award to each qualifying employee in the amounts shown below:

Length of Continuous Service	Annual Award
15 years through 19 years	\$150.00 per year
20 years through 24 years	\$300.00 per year
25 years through 29 years	\$500.00 per year
30 years or more	\$600,00 per year

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

Tier 2 employees hired on or after October 2, 2018, will not be eligible for Length of Service Awards.

Section 15. EDUCATIONAL INCENTIVE

15.1 Educational Incentive

All employees shall be eligible upon receipt of pertinent documentation for education incentive pay as follows:

B.A. or B.S. degree \$250.00/Mo., unless a B.A. or B.S. degree is one of the qualifying characteristics of the job classification.

A.A. or AS. Degree \$125.00/Mo., unless an A.A. or A.S. degree is one of the qualifying characteristics of the job classification.

Employees that obtain 60 units after 07/01/2011 shall be eligible to receive \$125.00/mo.

Employees that obtained 60 or less units before 07/01/11 must obtain an A.A. or A.S. degree to be qualified for educational incentives.

Section 16. RANDOM DRUG AND ALCOHOL TESTING

OCEA members agree to the City of Oroville's Substance Abuse Policy and procedures for random drug/alcohol testing, administered by DATCO, as outlined in Exhibit "B". The City may utilize any or all of the following non-regulated testing options: Pre-Employment Drug/Alcohol, random drug/alcohol, reasonable suspicion drug/alcohol; follow-up drug/alcohol; Post-Accident drug/alcohol; return to duty drug/alcohol; and breath alcohol testing.

Section 17. VACATION POLICY

17.1 Every member who, on the most recent anniversary date of employment shall have been in the service of the City for a period of one (1) year or more shall be entitled to a vacation as follows:

Two (2) weeks (ten (10) working days) with pay if the member shall have been in service of the City for a period of one (1) year but less than five (5) years prior to such anniversary date.

Three (3) weeks (fifteen (15) working days) with pay if the member shall have been in the service of the City for a period of five (5) years but less than twelve (12) years prior to such anniversary date.

Upon completion of twelve (12) years of service with the City, the member shall be entitled to one (1) additional day of vacation with pay, and on each anniversary date of service thereafter to a maximum vacation benefit with pay of four (4) weeks (twenty (20) working days).

17.2 Unused Vacation

Unused vacation benefits may be accumulated from prior anniversary years; provided, however, the member shall cease to earn benefits that exceed two (2) times the individual member's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive as herein provided.

A member who has properly attempted to schedule vacation to avoid forfeiture that may be imposed by the accrual ceiling may petition the department head and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the **excess** be subject to pay-off. The department head has the prerogative to assign the member time off for excess accrual.

- 17.3 For the purpose of this **Section 17, VACATION POLICY**, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the member actually commenced working for the City.
- 17.4 A member who on the most recent anniversary date has qualified for a vacation but whose employment is terminated prior to taking such vacation shall be entitled to pay in lieu thereof. The City shall not pay an amount in excess of the ceiling set forth in **Section 17, VACATION POLICY**, except as provided in Subsection 17.2.
- 17.5 A member who during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. A member whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation. Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12th the vacation the member would have earned had the anniversary year been fully worked.
- 17.6 Conversion of Excess Vacation Carryover Hours to Sick Leave

Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance due to furloughs or denial of time off requests by their supervisor or department head, the excess number of vacation hours may be converted to sick leave hours and credited to the employee's sick leave accumulation balance at the end of the fiscal year. This shall be done at the employee's written request and with notification to the City Administrator or his/her designee.

Section 18. HOLIDAYS – This section will remain the same unless all bargaining units agree to eliminate Lincoln's Birthday to receive New Year's Eve.

- 18.1 The following holidays shall be observed by the City:
 - (1) New Year's Day
 - (2) Martin Luther King Day
 - (3) Lincoln's Birthday
 - (4) President's Day
 - (5) Memorial Day
 - (6) Independence Day
 - (7) Labor Day
 - (8) Veteran's Day
 - (9) Thanksgiving Day
 - (10) The Day after Thanksgiving Day
 - (11) Last Day before Christmas Day
 - (12) Christmas Day

When a designated holiday falls on a Sunday, the following Monday will be observed as the paid holiday in lieu thereof. If the designated holiday falls on a Saturday, the preceding Friday will be observed as the paid holiday in lieu thereof.

18.2 Members shall be credited for each holiday by eight (8) hours of straight time pay.

Section 19. SICK LEAVE

- 19.1 Sick leave is a privilege which can only be allowed in case of actual sickness or injury by a member or an individual of their immediate family which compels a member to be absent from work. To qualify for sick leave, a member must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with personnel procedures established by the City.
- 19.2 A member may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is earned at the rate of one (1) workday for each month of service beginning the first of the calendar month following regular probationary employment.
- 19.3 A member returning to duty after an absence of more than two (2) consecutive work days without loss of salary on account of sickness or injury shall provide his/her immediate supervisor, for filing in the member's personnel file, a doctor's certificate or personal affidavit verifying the employee was ill or injured.
- 19.4 A member whose condition is deemed to be permanent and stationary for either on/off duty injuries may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the injury be job related and rehabilitation period fail and the member return to an industrial leave status, the initial trauma shall be considered in assessing the leave period. This section shall be implemented by an individual agreement between the City and the member and be signed off by the City's physician.
- 19.5 Sick leave shall not be granted to any member who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.
- 19.6 Members shall accumulate unused sick leave without limitation as to a maximum number of days.
- 19.7 Subject to the same requirements of advance notice and approval, a unit member may be granted a maximum of three (3) days leave of absence in any calendar year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member's accumulated sick leave. Personal necessity includes but is not limited to an accident involving the member's person or property; appearance in court as a litigant or witness under official order. This leave specifically does not include any recreational use or any use related to present or prospective employment.
- 19.8 As of October 2, 2018, and upon retirement, Tier 1 employees with 5 or more years of service shall be able to convert 100% of his/her accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave hours pr members may convert accumulated unused sick leave for PERS service credit.

As of October 2, 2018, and upon retirement, Tier 1 employees with less than 5 years of service shall be able to convert up to a maximum of 240 hours of his/her accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave pr members may convert accumulated unused sick leave for PERS service credit.

As of October 2, 2018, any member hired on or after this date shall be a Tier 2 employee and shall not be able to convert any of his/her accumulated unused sick leave to purchase medical insurance. However, members hired on or after this date shall be able to convert accumulated unused sick leave for PERS service credit.

- 19.9 A member shall not be required to use any sick leave for any medical and/or dental appointment(s) but may use accumulated vacation time or compensating time off in lieu thereof.
- 19.10 Notwithstanding anything to the contrary set forth above in this section, the City agrees to amend its contract with PERS to allow sick leave conversion for PERS Retirement Credit. The members have the option of selecting the provisions set forth above in this section or may convert their unused sick leave for service credit upon retirement.
- 19.11 Except as provided in Subsections 19.10 and 19.12, a member shall not receive any cash payment from the City for unused sick leave upon voluntary or involuntary termination from employment.

Section 20. PERSONAL TIME OFF

Effective 07/01/2011 and on each July first during the term of this contract, all represented employees shall be credited with 24 hours of Personal Time Off (PTO). OCEA member may take PTO to coincide with the holiday season, November 1through January 15 or other requested time which is approved by their department head. Additionally, OCEA members may be required by their department head to take PTO to coincide with the holiday season. PTO days must be used within the fiscal year they are credited, or the time will be lost.

Section 21. BEREAVEMENT LEAVE

Employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave which shall not be charged to the employee's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent of an immediate family member, as determined by the attending physician. An employee desiring such leave shall notify, in writing, the department head of the time of absence expected and the date of return to City service. Immediate family includes: spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.

Section 22. MATERNITY LEAVE

Maternity leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6 as currently in effect and/or amended.

Section 23. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State law. All members entitled to military leave shall give the City Administrator an opportunity within the limits of military regulations, to determine when such leave shall be taken.

Section 24. APPROVED LEAVE OF ABSENCE WITHOUT PAY

The City Administrator at his/her unrestricted discretion, may grant a regular or probationary member leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months, the leave of absence may be extended up to twelve (12) months by the City Administrator. Longer leaves of absence shall be approved by the City Council. No such leave shall be granted except upon written request and approval in writing. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the member shall be reinstated in the position held at the time leave was granted. Failure on the part of a member on leave to report promptly at its expiration shall be deemed to be a resignation and said member shall be notified of such resignation in writing.

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

- a) Shall not accrue seniority or employee benefits of any kind.
- b) Shall be responsible for the full payment of the monthly cost of any premiums for health, life or long-term disability insurance plans if the member desires to retain the coverage afforded by such plans.

Section 25. JURY DUTY

A member who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of a member while being interviewed for or while serving on jury duty. Jury fees collected shall be turned over to the Finance Department to help defray member's costs while on jury duty.

Section 26. BULLETIN BOARDS

A reasonable amount of space shall be provided on the bulletin board in the member's lounge, upon which the OCEA may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to members and OCEA affairs.

Section 27. PAYROLL DEDUCTIONS

27.1 OCEA Dues

It is agreed that the City, during the terms of this Memorandum, shall deduct from each member's paycheck OCEA dues. The authorized OCEA dues amount will be remitted in one (1) check to the OCEA. The OCEA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this section.

Section 28. DISCIPLINE

28.1 Discipline

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

- A. Misstatement of facts during the hiring process;
- B. Falsification of any entry on a City document (e.g., timecard, expense report);
- C. Disclosure of confidential information:
- D. Insubordination or willful disobedience;
- E. Incompetence, inefficiency, or unsatisfactory job performance;
- F. Discriminatory, discourteous or unbecoming behavior;

- G. Theft, misuse, or unauthorized use or possession of City property;
- H. Dishonesty;
- I. Misconduct (e.g. any behavior that brings harm or discredit to the City;
- J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business.
- K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other convictions of or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
- L. Excessive absence or tardiness;
- M. Absence without approved leave;
- N. Violation of City rule, policy, or procedure; (e.g. violence in the workplace policy, unlawful harassment, etc.)
- O. Soliciting outside work from personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's city work performance; and engaging in unauthorized outside employment;
- P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

In the event a member feels the discharge or suspension is not for cause, the OCEA shall have the right to appeal the case through the grievance procedure.

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

28.2 Removal of Disciplinary Documents and Submission of Written Rebuttals

- a) The parties agree that Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands are the first steps of progressive discipline.
- b) Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands, and any and all related documents/materials, at the written request of the employee, will be removed from any and all of the employees personnel file(s) after four (4) years have elapsed. In any event, all adverse materials will be considered null and void after such four (4) year period with the following exceptions:
 - 1. If further disciplinary action concerning any misconduct occurs within four (4) years from the initial disciplinary action, then there will be no requirement to remove the adverse material. If there is no further disciplinary action concerning any misconduct within four (4) years from the last occurrence, at the written request of the employee, all adverse materials including all related documents, and materials, will be removed from the employees file and considered null and void.
 - 2. This provision does not apply to disciplinary suspension, demotion, termination, workplace violence or sexual harassment, if an employee has been found to be in violation of these items.
- c) An employee has the right to provide a written rebuttal to any of the above within thirty (30) days of receipt of the documentation which will be attached to the original document and placed in the employees official personnel file(s) in the Personnel Department.

28.3 Presumption of Delivery

Any written notice shall be conclusively presumed delivered to the member on the date the written notice is personally served on the member. In the event that any notice is sent to a member by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the member on the date the receipt was signed. In the event the certified mail is refused, or in the event the member is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returned the certified mail to the return address.

28.4 Departmental Action Prior to Imposition of Discipline

Except in cases of emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against members with permanent status, the department head or person authorized by him/her shall give the member written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to a neutral department head agreed to by the City Administrator and the OCEA who shall serve as the Skelly Officer. The department head who shall be designated the Skelly Officer shall be determined on a rotating basis. The department head of the department in which the member works will be ineligible to hear the Skelly appeal.

28.5 Notice of Disciplinary Action

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

- a) A statement of the disciplinary action taken against the member.
- b) A summary of the facts upon which the disciplinary action is based.
- c) A statement advising the member that written notice of the disciplinary action is to be placed in the member's official personnel file and that the member shall have the right to appeal under the grievance procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the member by certified mail, return receipt requested, addressed to the last address which the member has furnished the City.

28.6 Appeals of Discipline for Permanent Members

A member may appeal a disciplinary action by filing a grievance at Step 3 of the grievance procedure within ten (10) days of receiving the notice of disciplinary action.

Section 29. GRIEVANCE AND ADVISORY ARBITRATION PROCEDURES

- 29.1 A grievance shall be defined as a dispute concerning the application of the City of Oroville Personnel Rules and Regulations: Rule 5, Section 5.5; Rule 11; and Rule 14, or a matter involving the interpretation of the alleged violation of any provisions of this Memorandum, other than appeals subject to the foregoing Section 27.6.
- 29.2 There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday excluding City holidays.
 - Step 1:A member's grievance must be submitted to the immediate supervisor within fifteen (15) calendar days from the date the grievance is first known, or the

- grievance is waived. The immediate supervisor should give an answer to the member by the end of the fifth (5th) calendar day following the presentation of the grievance. If the answer does not resolve the grievance or if an answer is not given, the member may proceed to Step 2.
- Step 2: If the grievance is not resolved in Step 1, the OCEA Representative may, within five (5) calendar days after the written reply of Step 1, request a meeting with the department head or his/her designee. Such meeting shall be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) calendar days after the date of the written reply of Step 1.
- Step 3: If the grievance is not resolved in Step 2, the OCEA Representative may, within five (5) calendar days after the Step 2 meeting, request a meeting with the City Administrator. Such meeting will be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) calendar days from the date of the Step 2 meeting.
- Step 4:(a)If the grievance is not resolved in Step 3, Step 4 shall be referral by either the City or OCEA to advisory arbitration. Step 4 shall be taken within twenty (20) calendar days after the date of the written reply of Step 3.
 - (b) Upon receipt of request by the OCEA to submit a grievance to advisory arbitration, the City will set a day acceptable to both parties. The City and OCEA will choose from the State of California Mediation and Conciliation Service (SCM&CS) an arbitrator to become the individual to hear all cases involving the parties. The City and OCEA agree to act expeditiously in the selection of an arbitrator. If the OCEA and the City fail to reach mutual agreement on the selection of the arbitrator, each party shall, at a meeting of its representatives, alternately strike a name from the list of arbitrators provided by the SCM&CS. The first party to strike a name shall be determined by lot. The costs of advisory arbitration shall be borne equally by the City and the OCEA. The City and the Association shall pay the compensation and expenses for their respective witnesses. At the OCEA's request, the City shall release members from duty to participate in arbitration proceedings.
 - (c) The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator deems necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The arbitrator shall submit his/her findings and recommendations in writing to the City, the OCEA and the grievant.
 - (d) City Council Review—The City Council may approve, modify or reverse the finding of the arbitrator, provided that such decision does not in any way add to, disregard, or modify any of the provisions of this Memorandum. Prior to modification or reversal of the arbitrator's findings and/or recommendations the grievant and/or his/her representative shall be allowed to be heard by the City Council and a modification or reversal is only done by a super majority vote of the City Council. Any decision rendered by the City Council shall be made within twenty-eight (28) calendar days of the receipt of request, unless extended by the City Council, but in no event more than 45 calendar days.
 - (e) Failure by either the City or the OCEA to meet any of the aforementioned time limits as set forth in Subsections 28.2(1), 28.2(2), 28.2(3), 28.2(4a), or 28.2(4b) will result in forfeiture by the failing party; except however, that the

aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum, nor shall such settlements be cited by either the City or the OCEA as evidence in the settlement of subsequent grievances.

- (f) Notwithstanding the aforementioned procedure, any individual member shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the OCEA, and be given the same opportunity to have the arbitrator hear and rule on grievances as prescribed in 4(b) and 4(c) provided that the adjustment shall not be inconsistent with the Memorandum and further provided that the OCEA's President shall be given an opportunity to be present at such adjustment.
- 29.3 Time limits as set forth above may be extended by mutual agreement between the City, the member or the OCEA, but neither the City, nor the OCEA member shall be required to agree except in the case of the temporary absence of the City Administrator. In such case, the time limits will commence with the first day of the return to work of the City Administrator. All meetings will be conducted in Oroville.
- 29.4 If the member or the OCEA does not submit the grievance to the next step or meet within the time limits specified, then the grievance will be considered automatically withdrawn. If, after Step 1, management does not reply in a timely manner or meet within the time limits specified, then the grievance may be processed by the member to the next higher level if so requested by the member or the OCEA.

Section 30. PEACEFUL PERFORMANCE

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

Section 31. SAVINGS CLAUSE

It is understood that this Memorandum is subject to all applicable Federal and State Laws, City Ordinances and Regulations of the City Charter. Where there is a conflict between the City Charter, City Code and/or this Memorandum of Understanding, the City Charter shall control over the City Code and/or the Memorandum of Understanding, and the City Code shall control over the Memorandum of Understanding. If any part or provision of this Memorandum is in conflict or inconsistent with the above-entitled laws or regulations, or otherwise held to be invalid by a court of competent jurisdiction, such invalidation of such portion of the Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. In the event any portion of this Memorandum is in conflict with any non-negotiated policy, procedure, manual or directive, the provisions of this memorandum shall prevail.

The above section shall only apply to Laws, Ordinances, Regulations and Charter that are in place at the time of the ratification of this Memorandum. No new statues shall impair an existing contract, unless otherwise required.

Section 32. NOTICE OF CHANGES, REVISIONS AND/OR NEW ITEMS

The City will provide the OCEA with ten (10) working days written notice of any changes, revisions or new items which effects any ordinance, rule, regulation, policy, procedure, or resolution directly relating to matters within the scope of representation proposed to be adopted by the City Council and shall be given the opportunity to meet and confer with the City prior to adoption.

Section 33. CODE OF ETHICS

Association members shall abide by the Code of Ethics attached hereto as Exhibit C.

Section 34. TERM AND OPENING CLAUSE

This Memorandum of Understanding shall commence upon ratification and adoption and shall continue in full force and effect until 01/06/2023. This agreement shall remain in full force and effect until a new Agreement is signed by the parties herein.

With Respect to negotiable wages, hours and working conditions not covered by this Agreement, the City of Oroville agrees to make no changes without prior agreement with the Association.

This Memorandum recommended to the City Council of the City of Oroville on January 7, 2020.

OCEA CITY OF OROVILLE

Stephen Chloini, OCEA President

Charles Reynolds, Mayor

Attested:

Barbara Ramey, OCEA Representative Bill LaGrone, City Clerk

Sharen Lindberg Seer

SCOLEGO.

Ons

Attachment

City of Oroville Government Policy Manual

Government Policy Manual

Item 7.

Reasonable Suspicion Procedures.pdf

PROCEDURES for CITY OF OROVILLE

A. PROCEDURES - REASONABLE SUSPICION TESTING

1. An employee who may possibly be under the influence of alcohol and/or controlled substances is observed by a supervisor.

Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against City policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. However, the supervisor must witness first hand the employee's signs and symptoms.

- 2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the employee in question may indeed be under the influence of alcohol and/or controlled substances.
- 3. When the supervisor(s) suspect and believe that the employee may be under the influence of alcohol and/or controlled substances, the employee is then immediately suspended from duty (with pay) and driven by City staff (or others designated) to the City specified collection site. Because of a testing facility requirement, the employee in question must show proof of identification, such as a photo driver's license or state-issued photo identification card.

Whenever practical, an Administrator should be notified in advance of the employee being taken to the collection site.

- 4. At the collection site, the employee will be required to submit a urine sample to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
- 5. The City will take precautions to prevent the employee being tested from going back to work and driving their own car home. Instead, the employee will be given assistance in obtaining a ride home from the collection site.
- 6. The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.

B. PROCEDURES - RANDOM TESTING

- 1. The Compliance Company notifies the supervisor to send the employee to the collection site for controlled substance testing.
- The supervisor notifies the employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
- At the collection site, the employee will be required to submit a urine sample to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
- 4. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.

C. PROCEDURES - POST ACCIDENT

- 1. The employee notifies a supervisor that an accident has occurred.
- 2. The supervisor determines that the circumstances of the accident warrant a post-accident test. Thereafter, the supervisor directs the employee to immediately go to the collection site for controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
- At the collection site, the employee will be required to submit a urine sample for controlled substance testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
- 4. An Administrator will be notified that an accident has occurred and that the employee was instructed to go to the collection site.
- 5. The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to

return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

D. PROCEDURES -RETURN-TO-DUTY and FOLLOW-UP

- 1. The Compliance Company notifies the City to send the employee to the collection site for controlled substance testing.
- The supervisor notifies the employee to immediately go to the collection site for controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
- At the collection site, the employee will be required to submit a urine sample for controlled substance testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample
- 4. The employee whose confirmation test result is verified positive will be terminated.

E. PROCEDURES - CHAIN OF CUSTODY-CONTROLLED SUBSTANCE SPECIMENS

- 1. At the time a specimen is collected, the employee will be given a copy of the specimen collection procedures.
- 2. Urine will be in a tamper-resistant urine specimen container which will remain in full view of the employee until sealed and initialed.
- 3. Immediately after the specimens are collected, the urine bottles will, in the presence of the employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the employee's presence and the employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
- 4. A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

F. PROCEDURES-SPECIMEN COLLECTION OF STRANGE AND/OR UNRECOGNIZABLE SUBSTANCES

1. An employee is observed with a strange and/or unrecognizable substance.

- 2. The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and a witness.
 - 3. An incident report is made and signed by both the supervisor and a witness.
 - 4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.



City of Oroville Government Policy Manual

Item 7.

Government Policy Manual

052120 R8864 OMCA MOU June (1).pdf

CITY OF OROVILLE RESOLUTION NO. 8864

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION

(Agreement No. 3083-7)

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

- 1. The Mayor is hereby authorized and directed to execute an Amendment to the Memorandum of Understanding between the City of Oroville and the Oroville Mid-Manager and Confidential Association. A copy is attached hereto as Exhibit "A".
- 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a special meeting held on May 21, 2020, by the following vote:

AYES:

Hatley, Smith, Goodson, Draper, Pittman, Thomson, Reynolds

NOES:

None

ABSTAIN:

None

ABSENT:

None

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Bill LaGrone, City Clerk

AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION (OMCA)

for the

PERIOD BETWEEN JULY 1, 2020 to JUNE 30, 2021

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. 8864 adopted at a Special Meeting on May 21, 2020; all changes to the terms and conditions of employment for employees in this OMCA represented bargaining unit included in this MOU shall become effective on the date of Council approval of this Resolution, unless another effective date is specified in the MOU.

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Section 1 RECOGNITION OF OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION

The City of Oroville Recognizes the Oroville Mid-Manager and Confidential Association (OMCA) as the exclusive representative of the members, whether dues paying or non-dues paying, of OMCA in Classifications as set forth in attached Exhibit "A". The composition of this unit as reflected in Exhibit A was revised effective July 1, 2020.

The City agrees to allow each OMCA member a total of four (4) hours of release time per calendar year to attend quarterly OMCA meetings. The above release time can only be used in one (1) hour blocks. Use of the release time must have the prior approval of the member's department head well in advance of the meeting. If, in the sole discretion of the member's department head, the use of the release time will disrupt City operations, release time will be denied. Such release time can only be used for attendance at the quarterly meetings and shall not rollover into the next calendar year if not used.

As used in this MOU, the terms "member" or "employee" shall mean a City employee in the bargaining unit represented by OMCA.

Section 2 SCOPE OF REPRESENTATION

The scope of representation of the meeting and conferring shall include those matters as set forth in California Government Code Section 3500 et seq.

Section 3 MAINTENANCE OF BENEFITS

It is understood and agreed that there exists within the City, certain Personnel Rules, policies, and benefits regarding members covered by this Memorandum. In the event of proposed changes to City Personnel Rules and Regulations, the OMCA shall be advised, for the purpose of enabling the City and the OMCA to meet and confer with respect to any proposed changes. The City shall not have the right to change said Personnel Rules and Regulations which contravene specific provisions of this Memorandum without first meeting and conferring with the OMCA.

Section 4 CITY RIGHTS AND RESPONSIBILITIES

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

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employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

Section 5 SENIORITY

5.1 If performance, merit and ability are equal, then length of service within a Classification and higher Classifications shall be the determining factor in temporary appointments, layoffs, and rehire. A member whose job is being eliminated may elect to displace a member in a lower paid Classification if the member is qualified to perform the duties of the lower Classification, and if the member's length of service within the Department is greater than that of the member in the lower Classification.

5.2 Seniority shall be terminated by:

- 1. Discharge for cause
- 2. Voluntary termination
- 3. Retirement
- 4. Seniority shall not accrue for the term of any suspension or for leaves without pay in excess of thirty (30) days.

5.3 Reduction in Forces:

In reduction of forces due to slackness of work or insufficient funds, the last member hired within the affected department shall be the first laid off; provided however, that the remaining members are qualified to perform the available work. In rehiring, the last member laid off shall be the first member rehired if said rehiring occurs with a two (2) year period from time of the member's lay off.

Section 6 PAY FOR WORK IN A HIGHER JOB CLASSIFICATION

- 6.1 A member assigned to temporary duties of thirty (30) days or less within a calendar year in a higher job Classification, shall not receive the pay of the higher job Classification.
- 6.2 A member who accrues a total of more than thirty-one (31) days in a calendar year of temporary duties shall receive 5% above their base pay retroactively for all days so worked in a higher Classification.

6.3 If it is known at the time of assignment that the member will be assigned to duties in a higher job Classification for more than thirty-one (31) days, the member shall immediately receive 5% above base pay.

Section 7 COMPENSATION AND RETIREMENT

7.1 SALARY

Salary ranges for represented classifications shall be as specified on Exhibit B and C, and include two tiers – one for employees hired before October 1, 2016, and a second tier for employees hired on or after October 1, 2016.

- 7.2 Salary Re-Openers: The City or OMCA proposes a re-opener on salaries if a 1% decrease in the prior years audited actual core revenue base compared to the prior year or if a 5% increase in the prior years audited actual core revenue base compared to the prior year. These core revenue triggers would be negotiated and any change would go into effect the following July 1st.
 - Total City of Oroville Core Revenue Base: Property Tax, Sales & Use Tax, Transient Occupancy Tax, Utility User Tax, Franchise Tax, and Motor Vehicle in Lieu.
- 7.3 In the case of federal, state or local emergencies, if required to work in excess of normal duty hours, the OMCA member may be eligible for reimbursement should the City bill for, and receive, reimbursement for their work performed during such emergencies. Such reimbursement will only occur after the City receives compensation. The rate of reimbursement will be the salary rate billed by the City for the OMCA member. Any reimbursement in excess of the normal salary of the OMCA member will be retained by the City.
- 7.4 No salary advancement shall be made so as to exceed a maximum rate established in the plan for the class to which the employee's position is allocated unless approved by a majority of the City Council and a new rate established. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of one's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. Full-time, part-time or probationary employees may be considered eligible for merit increases in salary according to the following schedule:
 - 7.4.1 The letters A, B, C, D, E, F, G and H, respectively, denote the various progressive steps in the salary range. However, some bargaining units may not have all 8 steps. See individual bargaining unit Memorandum of Understandings for appropriate step ranges, which prevail over the City of Oroville Personnel Rules and Regulations. Employees will normally be hired at Step A of the salary range.

- 7.4.2 Employees may receive salary Step B upon completion of one (1) year of unbroken employment in Step A, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and have successfully passed their probationary period and upon written recommendation of the department head and approval of the Personnel Officer.
- 7.4.3 Employees may receive salary Step C upon completion of one (1) year of unbroken employment in Step B, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.
- 7.4.4 Employees may receive salary Step D upon completion of one (1) year of unbroken employment in Step C, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.
- 7.4.5 Employees may receive salary Step E upon completion of one (1) year of unbroken employment in Step D, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.
- 7.4.6 Employees may receive salary Step F upon completion of two (2) years of unbroken employment in Step E, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.
- 7.4.7 Employees may receive salary Step G upon completion of two (2) years of unbroken employment in Step F, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.
- 7.4.8 Employees may receive salary Step H where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

In regards to Steps F, G and H, each department head has the discretion to accelerate these steps to one (1) year in between increases for outstanding performance, upon written recommendation to, and approval by, the Personnel Officer.

7.6 On each July first during the term of this contract, all represented employees who were hired by the City prior to October 1, 2016 shall be credited with 24 hours of Personal Time Off (PTO). Employees may take PTO to coincide with the holiday season, November 1st through January 1st or other requested time which is approved by their department head. PTO days must be used within the calendar year they are credited or the time will be lost. Employees who were hired by the City on or after October 1, 2016 are not eligible to receive PTO.

7.7 RETIREMENT BENEFITS

- 7.7.1 Retirement Benefits for Miscellaneous Members of CalPERS. This section 8.7.1 applies to miscellaneous members of CalPERS.
 - A. Retirement Benefits for Miscellaneous Members hired before January 1, 2013, and Classic members as determined by CalPERS.

Subsection A applies to miscellaneous members hired before January 1, 2013, and for "classic" members within the meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA") who are hired on or after January 1, 2013.

Benefit Formula: Members hired before January 1, 2013, and for "classic" members within the meaning of PEPRA who are hired on or after January 1, 2013, shall be eligible to receive the 2% at 55 retirement benefit formula.

<u>Final Compensation:</u> For purposes of determining a retirement benefit, final compensation for members covered by this section A shall mean the single highest year of compensation earnable.

Member Contribution: Members covered by this section A shall pay 100% of the required member contribution, which is 7%.

Additional Cost Sharing for Members Hired by the City on or After October 1, 2016

Effective the first day of the first full pay period in October 2016, in addition to paying the required member contribution of 7%, members covered by this subsection A who were hired by the City on or after October 1, 2016 shall pay, through payroll deduction, an additional 3% of compensation earnable toward the City's normal cost of pension benefits as permitted by Government Code 20516, for a total of 10%. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. OMCA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

B. Retirement Benefits for Miscellaneous Members Hired on or After January 1, 2013, and Who Are Not Classic members as determined by CalPERS.

Subsection B applies to miscellaneous members hired on or after January 1, 2013, who are not classic members as determined by CalPERS.

Benefit Formula: Members hired on or after January 1, 2013, who are not classic members as determined by CalPERS shall be eligible to receive the 2% at 62 retirement benefit formula.

<u>Final Compensation:</u> For purposes of determining a retirement benefit, final compensation for members covered by this subsection B shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

<u>Member Contribution:</u> Members covered by this section shall pay 100% of the required member contribution, which is 50% of the normal costs established by CaIPERS.

Additional Cost Sharing for Members Hired by the City on or After October 1, 2016

Effective the first day of the first full pay period in October 2016, in addition to paying 50% of normal costs as described above, members covered by this subsection B who were hired by the City on or after October 1, 2016 shall pay, through payroll deduction, an additional 3% of pensionable compensation toward the City's normal cost of pension benefits as permitted by Government Code 20516. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. The OMCA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

- 7.7.2 The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.
- 7.7.3 OMCA members shall pay full employee's share of the PERS contribution 7% for Miscellaneous). As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each member shall pay through payroll deductions the CalPERS contributions described in this Article with state and federal income tax on the CalPERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).
- 7.7.4 It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the California Public Employees' Retirement Law ("PERL"), including the Public Employee Pension Reform Act of 2013 ("PEPRA"), as it May be amended from time to time. In the event that the provisions of

PERL/PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PERL/PEPRA shall prevail.

7.8 FURLOUGH

Effective on the first day of the first full pay period after Council approval of this MOU, all employees in the bargaining unit will be subject to a work furlough that will reduce their salary and associated payments by ten percent (10%). The savings realized by the City associated with this work furlough and salary reduction will be placed in a PERS Rate Stabilization Trust to assist the City in funding future increases to PERS rates.

Under the work furlough program, each employee's work schedule shall be reduced by 8 hours per pay period, with an accompanying salary reduction of ten percent (10%) for each pay period. To implement the furlough, each represented employee may elect any one of the following schedules:

- A 4-day, 9-hour per day work week, so that 72-hours are worked per pay period;
- A 4-day, 10-hour per day work week with 8-hours off scheduled during the pay period so that 72 hours are worked per pay period;
- A 5-day, 8-hour per day work week with 8-hours off-scheduled during the pay period so that 72 hours are worked per pay period.

The City shall work with each represented employee to establish a regular work period in accordance with the above options.

7.9 DEFERRED COMPENSATION

The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan National Deferred, without a City contribution. Effective as of the first City payroll period in July 2001, the City shall offer regular full-time OMCA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

Section 8 HOSPITAL MEDICAL BENEFITS

8.1 Health Insurance for represented employees hired by the City before October 1, 2016 - The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance. The City will make contributions to the premiums for employees enrolled in the City's plans, with contributions for premiums for medical and dental plans up to the following amounts:

Gold PPO

HDHP-10%

Silver PPO

EE Only	100%	100%	100%
EE + 1	\$906.39	\$879.92	\$853.45
EE + Family	\$1,075.50	\$1041.09	\$1,006.68

In the event any other City employee group(s) receives a greater premium amount than stated above, the City agrees to increase health and dental premiums for OMCA members to that amount.

If the current plans become unavailable within the above cost parameter, and a substitute plan or plans with comparable benefits and cost are not available, then the OMCA and the City may reopen this issue for negotiation during the term of this Memorandum, and the parties shall then meet and confer as soon as possible in order to mutually attempt to resolve the situation. In addition to the above, the City shall pay the cost of life, vision and long-term disability insurance.

8.2 Health Insurance for represented employees hired by the City on or after October 1, 2016 - The City will provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance. The City will make contributions to the premiums for employees enrolled in the City's plans, with contributions for premiums for medical and dental plans limited to a maximum of 100% of the premiums for the lowest cost premium for employee-only medical and dental plans. Represented employees shall be responsible for paying any premium amounts above this level. In addition to the above, the City shall pay the cost of life, vision and long-term disability insurance.

8.3 Health Insurance Review Committee

The City agrees to participate in a Joint Health Insurance Review Committee for the purposes of reviewing current insurance health benefits and Enhanced Retirement Benefits. The Human Resource Analyst and up to two (2) representatives from each City employee bargaining group may attend the meetings on behalf of the City of Oroville. The purpose of the Committee is ongoing review of health, dental and vision plans and the making of recommendations to the City Council, City Administrator and the OMCA members regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. The Committee shall have access to such nonconfidential information as necessary to carry out its purpose.

8.3 I.R.C. SECTION 125 COLLABORATION

- Effective January 1, 2001, the City shall implement a premium only, 125 cafeteria plan administered through an approved provider.
- 8.4 The Employer shall maintain the carrier of the Disability Policy's waiting period to 90 calendar days.
- 8.5 Effective on or after January 1, 1998, and pursuant to an S.D.I. election, unit employees shall have the option to participate in the Employees State Disability Program.

Section 9 PROFESSIONAL AND EDUCATIONAL INCENTIVES

- 9. 1 The City will pay the travel and subsistence expenses of Employee for professional and official travel, and meetings necessary and desirable to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to those of the League of California Cities and such other national, regional, state and local government groups and committee thereof which Employee serves as member. Employee shall be subject to the policies on reimbursement for expenses in accordance with IRS Regulations.
- 9.2 The City will pay for the professional dues and subscriptions of Employee necessary for their continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for their continued professional participation, growth and advancement, and for the good of the employer.
- 9.3 The City will make available to each member a maximum of \$1,500 per fiscal year for tuition reimbursement based upon all of the following criteria being satisfied:

Tuition reimbursement will be provided only under the following circumstances:

- 1. The member must be taking job-related undergraduate course work provided by a community college, college, or university or other WASC-accredited educational institution, in pursuit of an AA, AS, BA, BS or undergraduate certification. Graduate level course work will not be reimbursed, even if it is related to receiving an undergraduate degree.
- Prior to enrollment, the member must submit to his/her department head and the City Administrator, a program curriculum outlining all classes needed for the degree for confirmation by the City as follows;
 - a. The program curriculum will include classes already passed which relate to the degree or certification.

- b. The program curriculum will indicate how the proposed undergraduate class fulfills the requirement of the undergraduate degree or certification.
- 3. Prior to reimbursement for the completed class, the member must submit documentation proving class completion with a grade of "B" or higher or a "Pass" grade for Pass/Fail courses and provide receipt indicating the tuition amount and payment thereof by the member.
- 4. Any tuition reimbursement is subject to available funding in the budget.

Once the member satisfies all the above criteria, the City will reimburse the member for the course. After the member obtains a BA or BS degree, he/she will no longer be eligible for this benefit.

- 9.4 A member who obtains a Master's Degree from a WASC-accredited institution that is not a requirement of their position and provides documented proof of such degree, shall receive an educational incentive equal to 3% of their base salary per month.
- 9.5 The City shall assume liability for notary duties performed by OMCA members in the scope of their City employment.
- 9.6 Effective January 1, 2016, an employee who obtains or is in possession of post-secondary education or a post-secondary degree (Associate's or Bachelor's Degree) and provides documented proof of such degree, shall receive an educational incentive payment equal to:

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60 units/AA/AS -- $125 per month pay increase;
BA/BS -- $250 per month pay increase.
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In the future, and subject to bargaining between the City and the other bargaining units, the City intends to remove this benefit. On the date that the Education Pay Program is eliminated for all other City employees, it shall automatically be eliminated for the OMCA bargaining unit.

Section 10 RECOGNITION FOR LENGTH OF SERVICE

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

Length of Continuous Service	Annual Award
15 through 19 years	\$150.00 per year
20 years or more	

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

The length of service pay provided by this Section 11 shall not apply to employees hired on or after October 1, 2016.

Section 11 VACATION POLICY

- 11.1 Every employee who on the most recent anniversary date of employment shall have been in the service of the City for a period of one (1) year or more shall be entitled to a vacation as follows:
 - Two (2) weeks (ten (10) working days) with pay if the employee shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.
 - Three (3) weeks (fifteen (15) working days) with pay if the employee shall have been in the service of the City for a period of five (5) years or more but less than twelve (12) years prior to such anniversary date.
- 11.2 Upon the completion of twelve (12) years of service with the City the employee shall be entitled to one (1) additional day of vacation with pay, and on each anniversary date of service thereafter to a maximum vacation benefit with pay of four (4) weeks (twenty (20) working days).
- 11.3 Unused vacation benefits may be accumulated from prior anniversary years. Employees hired by the City prior to October 1, 2016 shall cease to earn vacation benefits upon accumulating banked vacation hours equivalent to three (3) times the employee's annual earned vacation. Employees hired by the City on or after October 1, 2016 shall cease to earn vacation benefits upon accumulating banked vacation hours equivalent to one (1) times the employee's annual earned vacation. Subject to budget constraints or for special circumstances, and with the approval of the Department Head and the <u>City Administrator</u>, accrued vacation may be paid.
- 11.4 For the purpose of this Section, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the employee actually commenced working for such Employer.
- 11.5 An employee who, on their most recent anniversary date, has qualified for a vacation, but whose employment is terminated prior to taking such vacation, shall be entitled to pay in lieu thereof. Normally, the City shall not pay an amount in excess of the ceiling referenced in 12.3.
- 11.6 An employee, who, during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days, shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation. Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12 the vacation the employee would have earned had the anniversary year been fully worked.
- 11.7 Conversion of Excess Vacation Carryover Hours to Sick Leave

Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance due to furloughs or denial of time off requests by their supervisor or department head, the excess number of vacation hours may be converted to sick leave hours and credited to the employee's sick leave accumulation balance at the end of the fiscal year. This shall be done at the employee's written request.

Section 12 ADMINISTRATIVE LEAVE

All former Mid Management (OMMA) personnel, who were hired by the City prior to October 1, 2016, are eligible for 48 hours per fiscal year of Administrative Leave, based upon amount of time worked in addition to normal work hours and approved, in advance in writing by the Department Head. Such leave may be taken, upon approval of the Department Head, any time after it has been earned.

All former OMCA personnel, who were hired by the City prior to October 1, 2016, are eligible for 69 hours per fiscal year of Administrative Leave to compensate for time worked in addition to normal work hours. Members shall have the option to cash out up to 20 hours of administrative leave per fiscal year. Such leave may be taken upon approval of the Department Head, any time after it has been earned.

Employees who were hired by the City on or after October 1, 2016 are eligible for 24 hours per fiscal year of Administrative Leave to compensate for time worked in addition to normal work hours. Such leave may be taken, upon approval of the Department Head, any time after it has been earned.

Section 13 HOLIDAYS

- 13.1 The following shall be paid holidays to all employees:
 - (1) New Year's Day, January 1
 - (2) Martin Luther King Day, January
 - (3) Lincoln's Birthday, February 12
 - (4) President's Day, 3rd Monday in February
 - (5) Memorial Day, last Monday in May
 - (6) Independence Day, July 4
 - (7) Labor Day, the 1st Monday in September
 - (8) Veteran's Day, November 11
 - (9) Thanksgiving Day, 4th Thursday in November
 - (10) The day after Thanksgiving
 - (11) The last working day before Christmas
 - (12) Christmas Day, December 25
- 13.2 Employees shall be compensated for each holiday based on the amount of time in the regularly assigned shift on the holiday. If a holiday falls on an employee's regularly scheduled day off, the employee may flex the holiday to a work day during

- the same pay period. The specific work day selected is subject to approval by the employee's supervisor.
- 13.3 Subject to concurrence of all other City employee Associations, City and OMCA agree to exchange Lincoln's Birthday (February 12) for New Years' Eve Day (December 31).

Section 14 SICK LEAVE ACCUMULATION

- 14.1 Sick leave is a privilege which can be allowed only in case of actual sickness or injury of such employee or of a member of the immediate family which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the Department Head.
- 14.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of one (1) work day for each month of service beginning the first calendar month following regular probationary employment.
- 14.3 An employee returning to duty after an absence of more than two (2) consecutive days without loss of salary resulting from sickness or injury may be required to provide the immediate supervisor, for filing in the employee's personnel file, a doctor's certificate or personal affidavit showing the nature of the sickness or injury.
- 14.4 Employees shall accumulate unused sick leave without limitation as to a maximum number of days.
- 14.5 Sick Leave Conversion: An employee represented by the Association and hired by the City prior to October 1, 2016 who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based such leave dollar value at the time of retirement. Employees hired by the City on or after October 1, 2016 are not eligible to convert accumulated sick leave to purchase medical insurance at retirement.
- 14.6 For employees hired by the City prior to October 1, 2016, the City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January/June, July/December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established. Employees hired on or after October 1, 2016 shall not be eligible to receive any extra day of vacation under this section, regardless of their attendance record.
- 14.7 Notwithstanding anything to the contrary set forth above in this section, the City agrees to amend its contract with PERS to allow sick leave conversion for PERS

Retirement Credit. The members have the option of selecting the provisions set forth above in this section or may convert their unused sick leave for service credit upon retirement.

Section 15 LEAVES OF ABSENCE

15.1 Bereavement Leave:

Employees hired by the City prior to October 1, 2016 who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave, for members of the employee's immediate family, as defined below. Employees hired by the City on or after October 1, 2016 who have completed six (6) months of service are entitled to receive up to three (3) days bereavement leave, for members of the employee's immediate family, as defined below. Bereavement leave shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death of an immediate family member appears imminent, as determined by the attending physician. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected and the date of return to City service. Immediate family: the following members of an employee's family: spouse, registered domestic partner, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in- law, including domestic partner in-laws.

15.2 Maternity Leave - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6 as currently presented and/or amended.

15.3 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations, to determine when such leave shall be taken.

15.4 Approved Leave of Absence without Pay:

The Department Head, at his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months, the leave of absence may be extended up to twelve (12) months by the City Administrator. Longer such leaves of absence shall be approved by the City Council. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration shall be deemed to be a resignation and be so notified.

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

- A. Shall not accrue seniority or employee benefits of any kind.
- B. Shall be responsible for the full payment of the monthly cost of any premiums for health, life or long-term disability insurance plans if the employee desires to retain the coverage afforded by such plans.

15.5 Safety Incentive Program

Employees hired by the City on or after October 1, 2016 shall not be eligible to participate in the City's Safety Incentive Program and will not accrue safety incentive comp time.

Section 16 JURY DUTY

Every employee of the City who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury. Jury fees, other than military, collected by employee shall be turned over to the Finance Department to help defray employee costs while on jury duty.

Section 17 RANDOM DRUG AND ALCOHOL TESTING

Employees agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OCMA without written mutual agreement of the parties.

Section 18 INJURY ON AND OFF THE JOB

Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined an acceptable assignment, and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision.

Section 19 BULLETIN BOARD

A reasonable amount of space shall be provided on the bulletin board in the lounges, upon which the Association may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to employee and Association affairs.

Section 20 PAYROLL DEDUCTIONS

It is agreed that the City, during the term of this Memorandum, shall deduct dues in an amount authorized and remit the total to the Association in one check. The Association shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

Section 21 INJURIES IN THE COURSE OF EMPLOYMENT

- 21.1 Applicability of this Section: The provisions of this Section shall apply only to those industrial injury cases which the City Administrator, designee, or the Workers' Compensation Appeals Board determines to be compensable and only for such period of time as the Workers' Compensation Laws of the State of California require payment for temporary disability and shall cease when a person leaves City service other than by disability retirement.
- 21.2 All members of the OCMA (not covered by Section 4850 of the Labor Code), in the event of time lost to an industrial injury or illness, which renders the employee unable to work in their position or an available light duty position, shall continue at full salary for a period of one (1) year with no charge to accrued sick leave or accrued vacation. The employee so disabled shall make diligent efforts to secure available sources of income (Workers' Compensation benefits, SDI, disability insurance, etc.) These alternative sources of income shall serve as an off-set of the City's obligation to pay the employee's full salary. In no event shall an employee receive more than full salary. This section (22.2) does not apply to retired members.
- 21.3 Eligibility under this Section: All City Employees who have satisfactorily passed the physical examination as required by these rules shall be eligible.

Leave with Pay for Medical Treatment

A. Leave with pay for medical treatment authorized by the Personnel Employee may be permitted for short periods of time when temporary disability payments pursuant to this Section of Labor Code are not made.

- B. The employee shall notify the City by Registered Mail of his/her address if changed from the address in the employee's personnel record, or if changed at any time during this leave of absence. The employee shall give the City reasonable notice in advance of the date of his/her return to work and shall, upon return to work and shall, upon return to work, be assigned his/her former position or comparable position. The employee shall be physically able to perform the duties of his/her former position in order to be returned to work, but the City shall make reasonable effort to place the employee in a position in which the employee is capable of performing at the same standard as other employees in that classification.
- C. An employee whose condition is deemed to be permanent and stationary may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the rehabilitation period fail and the employee return to an industrial leave status, the initial trauma shall be considered in assessing the leave period.
- D. This Section shall be implemented by an individual agreement between employer and employee, and be signed off by the City's Physician.

Section 22 DISCIPLINE

- 22.1 The City may discharge, demote or suspend for cause any employee who has completed the specified probationary period. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):
 - A. Misstatement of facts during the hiring process;
 - B. Falsification of any entry on a City document (e.g., time card, expense report)
 - C. Disclosure of confidential information;
 - D. Insubordination or willful disobedience:
 - E. Incompetence, inefficiency, or unsatisfactory job performance;
 - F. Discriminatory, discourteous or unbecoming behavior;
 - G. Theft, misuse, or unauthorized use or possession of City property;
 - H. Dishonesty:
 - I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
 - J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
 - K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
 - L. Excessive absence or tardiness;
 - M. Absence without approved leave;
 - N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy,

- Unlawful harassment, etc.
- O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment.
- P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

In the event a member feels the discharge or suspension is not for cause, the OCMA shall have the right to appeal the case through the grievance procedure. Probationary employees may be discharged for any reason and without cause.

- 22.2 Presumption of Delivery: Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the employee. In the event that any notice is sent to an employee by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the return address.
- 22.3 Departmental Action Prior to Imposition of Discipline: Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against employees with regular status, the Department Head or person authorized by him shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to the Department Head or designee proposing the disciplinary action prior to the effective date of such disciplinary action.
- 22.4 Notice of Disciplinary Action: Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include, but is not limited to:
 - 1. a statement of the disciplinary action to be taken against the employee,
 - 2. a summary of the facts upon which the disciplinary action is based,
 - 3. a statement advising the employee that written notice of the disciplinary action is to be placed in his/her official personnel file and that the employee has the right to appeal under the Grievance Procedure as set forth in this Memorandum of Understanding.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, addressed to the last address which the employee has furnished the City.

22.5 Appeals of Discipline for Permanent Members:

A member may appeal a disciplinary action by filing a grievance at Step 3 of the Grievance procedure within ten (10) days of receiving the notice of disciplinary action.

Section 23 GRIEVANCE PROCEDURE

Except Personnel Rules 1, 3, 4, 5, and any other provisions of the Personnel rules which fall within the definition of a management right, a grievance shall be defined as a dispute concerning the application of the City of Oroville's Personnel Rules and Regulations or a matter involving the interpretations or the alleged violation of any provisions of this Resolution, other than appeals subject to the foregoing Section 14.

There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday, excluding City Holidays.

- Step 1: A member's grievance must be submitted to the immediate supervisor within fifteen (15) calendar days from the date the grievance was first known or the grievance is waived. The immediate supervisor should give an answer to the member by the end of the fifth (5th) calendar day following the presentation of the grievance. If the answer does not resolve the grievance or if an answer is not given, the member may proceed to Step 2.
- Step 2: If the grievance is not resolved in Step 1, the OCMA representative may, within five (5) working days after the written reply of Step 1, request a meeting with the Department Head or his designee. Such meeting to be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) working days after the date of the written reply of Step 1.
- Step 3: If the grievance is not resolved in Step 2, the OCMA representative may within five (5) working days after the Step 2 meeting, request a meeting with the City Administrator or his/her designee. Such meeting will be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) working days from the date of the Step 2 meeting.

Step 4a: If a grievance is not resolved in Step 3, the fourth step shall be referral by either the City or the OCMA to arbitration. The fourth step shall be taken within twenty (20) work days of the date of the answer in Step 3.

Step 4b: Upon receipt of request by OCMA to submit a grievance to arbitration, the City will set a day acceptable to both parties. City and the OCMA will choose from the State of California Conciliation and Mediation Service an arbitrator to become the individual to hear all cases involving the parties. The parties agree to act expeditiously in the selection of an arbitrator. If the OCMA and the City fail to reach mutual agreement on the selection of an arbitrator, each party shall, at a meeting of its representatives, alternately strike a name from the list of arbitrators provided by the SCCMS. The first party to strike a name shall be determined by lot. The costs of arbitration shall be borne equally by the City and the OCMA. The City and OCMA shall pay the compensation and expenses for their respective witnesses. At the OCMA's request, the City shall release members from duty to participate in arbitration proceedings.

Step 4c: The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator appears necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The decision of the arbitrator shall be final and binding on the City and the OCMA and the aggrieved member, if any, provided that such decision does not in any way add to, disregard, or modify any of the provisions of this Resolution.

Step 4d: Failure by either party to meet any of the aforementioned time limits as set forth in the section entitled "Grievance Procedure", will result in forfeiture by the failing party; except when the aforementioned time limits are extended by mutual written agreement from both parties. Grievances settled by forfeiture shall not bind either party to an interpretation of this Resolution, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

Step 4e: Notwithstanding the aforementioned procedure, any individual member shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the OCMA, and be given the same opportunity to have the Arbitrator hear and rule on grievances as prescribed in 4(b) and 4(c) provided that the adjustment shall not be inconsistent with the Resolution, and further provided that the OCMA's President shall be given an opportunity to be present at such adjustment.

Time limits as set forth above may be extended by mutual agreement between the parties, but neither party shall be required to agree except in the case of the temporary absence of the City Administrator. In such case, the time limits will commence with the first day of their return to work. All meetings will be conducted in Oroville. If the member or the OCMA does not submit the grievance to the next step or meet within the time limits specified, then the grievance will be considered automatically withdrawn. If, after Step 1, management does not reply in a timely manner or meet within the time limits specified, then the grievance may be processed by the member to the next higher level, if requested by the member or the OCMA.

Section 24 PEACEFUL PERFORMANCE

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

Section 25 SAVINGS CLAUSE

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

Section 26 COMPLETION OF BARGAINING

This constitutes the whole agreement between the City of Oroville and the Association. There exists no other an agreement or inducements written or oral, other than those expressly provided herein. City Resolution is expressly superseded by this agreement.

Except for emergencies as provided for under California Code Section 3504.5 et seq, and for the reopeners described below, the parties mutually agree that during the term of this Memorandum of Understanding, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum of Understanding or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this

Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

Notwithstanding the above, the parties agree to the following re-openers during the term of this MOU:

- 2017-2018 Fiscal Year: No reopeners;
- 2018-2019 Fiscal Year: At OCMA's request made on or before July 1, 2018, the MOU may be reopened to consider changes for the 2018-2019 fiscal year;
- 2019-2020 Fiscal Year: At OCMA's request made on or before July 1, 2019, the MOU may be reopened to consider changes for the 2019-2020 fiscal year.

Section 27 TERM AND OPENING CLAUSE

This Memorandum of Understanding shall be effective **July 1, 2017 2020** and shall remain in effect through **June 30, 2020–2021**, and shall continue thereafter unless either party gives written notice to the other party prior to March 1st, 2020 requesting negotiation of a new Memorandum of Understanding with an effective date of July 1, 2020–2021.

This Memorandum recommended to the City Council of the City of Oroville on October 17, 2017 May 21, 2020.

OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION (OMCA)

Amy Bergstrand, OMOA President

Steve Allen, OMCA Labor Rep

CITY OF OROVILLE

Bill LaGrone, City Administrator

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Item 7.

Executed by:

Approved as to Form:

Scott Huber, City Attorney

EXHIBIT A

Job Classifications	Department
Accounting Manager	Finance
Assistant City Clerk	Administration
Economic Development Manager	Administration
Enterprise Zone/Business Assistance Coordinator	BAHD
Human Resource Manager	Administration
Information Technology Manager	Administration
Management Analyst III	BAHD
Program Specialist	Administration
Senior Civil Engineer	Community Development



City of Oroville Government Policy Manual

Item 7.

Government Policy Manual

Employee Function and Classification.pdf

APPENDIX A

CITY OF OROVILLE EMPLOYEE FUNCTION AND/OR POSITION CLASSIFICATIONS

The CITY OF OROVILLE, as of this date has established a compelling need for the following job descriptions. The compelling need is based on clear and factual vocational assessments which strongly indicate inappropriate behavior by those employees serving in any one, or any combination of the listed jobs, may result in harm to people, the environment, public or personal property, or undesired loss of capital or goods.

Job Type:	Compelling Need:
City Administrator	Drives on City Business and makes critical independent judgment decisions
Chief of Police	Drives on City Business and makes critical independent judgment decisions
Fire Chief	Drives on City Business and makes critical independent judgment decisions
Community Services Director	Drives on City Business and makes critical independent judgment decisions
Director of Parks and Trees	Drives on City Business and makes critical independent judgment decisions
Director of Finance	Drives on City Business and makes critical independent judgment decisions
Business Assis./Housing Deve. Director	Drives on City Business and makes critical independent judgment decisions

Job Type:	Compelling Need:
Deputy Fire Chief	Drives on City Business and makes critical independent judgment decisions
Police Lieutenant	Drives on City Business and makes critical independent judgment decisions
Project Manager/Sr. Civil Engineer	Drives on City Business and makes critical independent judgment decisions
Planning Manager	Drives on City Business and makes critical independent judgment decisions
Building Official/Fire Marshall	Drives on City Business and makes critical independent judgment decisions
Battalion Chief	Drives on City Business and makes critical independent judgment decisions
Management Analyst III	Drives on City Business and makes critical independent judgment decisions
Accounting Manager	Drives on City Business and makes critical independent judgment decisions
Public Works & Parks Oper. Manager	Drives on City Business and makes critical independent judgment decisions
Human Resource Manager	Drives on City Business and makes critical independent judgment decisions

Job Type:	Compelling Need:
Assistant Civil Engineer	May Drive on City Business.
Traffic Signal Technician/Electrician	May Drive on City Business.
Building/Fire Inspector	May Drive on City Business.
Housing Development & Building Maintenance Supervisor	May Drive on City Business.
Associate Planner	May Drive on City Business.
Redevelopment Agency Coordinator	May Drive on City Business.
Administrative/Program Analyst II	May Drive on City Business.
GIS Specialist	May Drive on City Business.
Engineering Assistant	May Drive on City Business.
Code Enforcement Specialist	May Drive on City Business.
Engineering Technician	May Drive on City Business.
Program Analyst I	May Drive on City Business.
Counter Technician	May Drive on City Business.
Assistant Planner	May Drive on City Business.

Cultural Facilities Curator	May Drive on City Business.
Technical Director/Facilities Operator	May Drive on City Business.
Accounting Technician	May Drive on City Business.
Administrative Assistant	May Drive on City Business.
Staff Assistant	May Drive on City Business.
Office/Field Aid	May Drive on City Business.
Cement Finisher	May Drive on City Business.

Job Type:	Compelling Need:
Police Sergeant	Drives on City Business and makes critical independent judgment decisions
Police Detective	Drives on City Business and makes critical independent judgment decisions
Police Officer	Drives on City Business and makes critical independent judgment decisions
Code Enforcement Specialist	Drives on City Business and makes critical independent judgment decisions
Dispatcher Supervisor	Makes critical independent judgment decisions
Police Administrative Assistant	Maintain a Drug-Free Workplace
Dispatcher	Makes critical independent judgment decisions
Community Services Officer	Drives on City Business and makes critical independent judgment decisions
Police Records Technician	Maintain a Drug-Free Workplace

Job Type:	Compelling Need:
Fire Captain	Drives on City Business and makes critical independent judgment decisions
Fire Engineer	Drives on City Business and makes critical independent judgment decisions
Fire Fighter	Drives on City Business and makes critical independent judgment decisions

Attachment

City of Oroville Government Policy Manual

Government Policy Ivianual

Government Policy Manual

Item 7.

IIPP Appendices.pdf

A - Employee Hazardous/Unsafe Condition Report

Reporting Hazardous/Uns	safe Condition*			
Department:				
Person Reporting:(optional)	Contact Inform (optional)	Contact Information:		
Location of Hazard:				
Building:	Floor:	Room:		
Date and time the condition or haz	zard was observed:			
Hazards posing an immediate d supervisor.	anger to life and health should be r	reported as soon as possible to your		
Description of unsafe condition or	hazard:			
		?		
Employee Signature:(optional)		_ Date:		
MANAGEMENT INVESTIG	ATION			
Name of person investigating unsa	afe condition or hazard:			
Results of investigation. What was	s found? Was condition unsafe or a ha	zard? (Attach additional sheets if necessary.)		
Proposed action to be taken to co	rrect hazard or unsafe condition:			
Signature of Investigating Party: _		Date:		
Date reporting employee was noti	fied of action taken (if not an anonymo	ous report)		

^{*} Please note: Employees can report unsafe conditions anonymously without fear of reprisal. We encourage our employees to report hazards and commend them for their safety awareness.

Item 7.

Appendix B - CITY OF OROVILLE SUPERVISOR ACCIDENT, INJURY, AND ILLNESS REPORT (TO BE COMPLETED WITHIN 24 HOURS FROM DATE OF OCCURANCE)

EMPLOYEE SECTION	
INJURED EMPLOYEE:	_ DEPARTMENT:
JOB TITLE:	VOLUNTEER:YESNO
DATE OF BIRTH: SOCIAL SECURITY #:	HIRE DATE:
DATE AND TIME OF INJURY/ILLNESS:	DATE REPORTED:
WAS THE INJURY/ILLNESS PREVENTABLE? YES _	
FIRST AID (DOCTOR/MEDICAL FACILITY):	
MEDICAL TREATMENT:YESNO DOCTOR/MED	ICAL FACILITY:
NATURE OF INJURY/ILLNESS:	
PART (S) OF BODY INJURED:	
WAS THERE LOST TIME DUE TO INJURY/ILLNESS: YES _	NO IF YES, HOW MUCH?
ADDRESS WHERE INJURY/ILLNESS OCCURED:	
DATE INJURED/ILL LEFT WORK: 1	ΓΙΜΕ INJURED/ILL LEFT WORK:
DATE INJURED/ILL RETURNED TO WORK:	_ TIME INJURED/ILL RETURNED TO WORK:
SUPERVISOR SECTION	
HOW DID THE INJURY/ILLNESS OCCUR?	
NAME OF WITNESSES:	
WHAT CONDITION, PRACTICE, OR ACT CONTRIBUTED TO	THE INJURY/ILLNESS?
WAS THE INJURY REPORTED ON THE DAY OF INJURY/ILL IF NO, WHY NOT?	

Item 7.

Appendix B - CITY OF OROVILLE SUPERVISOR ACCIDENT, INJURY, AND ILLNESS REPORT (TO BE COMPLETED WITHIN 24 HOURS FROM DATE OF OCCURANCE)

WAS A CODE OF SAFE PRACTICE	E VIOLATED? YES _	NO IF	YES, WHICH ONE?	
WILL AN ADDITIONAL CODE OF S	SAFE PRACTICE BE N	IEEDED? YES	NO IF YES	S, STATE IT:
WAS THE UNSAFE CONDITION/PI	RACTICE PROTECTI	/E EQUIPMENT PROBI	LEM CORRECTED IM	MEDIATELY?
YES NO IF NO	O, WHAT HAS BEEN	DONE TO ENSURE CO	RRECTION?	
SUPERVISOR'S COMMENTS:				
EMPLOYEE'S COMMENTS (OPTIC	DNAL):			
	CORREC	TIVE ACTION:		
1				
2				
3				
4				
5				
	SIGNATUR	RES REQUIRED		
REPORTING SUPERVISOR	DATE	INJURED/ILL	EMPLOYEE	DATE
INVESTIGATING PARTY	DATE	DEPARTMENT DIRE	CTOR/MANAGER	DATE

Appendix C – Employee Safety Training Matrices

CITY OF OROVILLE EMPLOYEE SAFETY TRAINING MATRIX	Training Frequency	Cal/OSHA Section Reference	Office/Administration	Facilities	Parks and Trees	Police	Electric	Public Works - Sewer	Public Works - Streets	Public Works – Building & Engineering	Recreation Community Service	Water/Wastewater
Injury & Illness Prevention Program	I/U	<u>3203</u>	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Emergency Response & Fire Safety	I/U	<u>3220, 3221</u>	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Workplace Violence Prevention	I	<u>3203</u>	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Aerial Devices	I/(3yr)	3646, 3648			Х		Х		Х			Х
Aerosol Transmissible Diseases	I/A	<u>5199</u>				Х		Х	Х			
Aerosol Transmissible Diseases - Zoonotics		<u>5199.1</u>			Х							
Asbestos Awareness	I/A	<u>1529, 5208</u>		Х			Х	х		Х		Х
Battery Handling & Maintenance	ı	<u>5185</u>		Х	Х		Х	Х	Х	Х		Х
Bloodborne Pathogens	I/A	<u>5193</u>	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Compressed Gas Safety	ı	3301, 3304		Х	Х		Х	Х	Х			Х
Confined Space Awareness	I/U	<u>5157, 5158</u>		Х			Х	Х	Х	Х		Х
Confined Space Entry	I/U	<u>5157, 5158</u>					Х	Х				Х
Defensive Driving (Designated Staff)	ı	<u>3203</u>	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Electrical Safety (General Awareness)	I/U	<u>3203</u>	Х	Х	Х		Х	Х	Х	Х		Х
Electrical Safety (Industrial High/Low Voltage)	I	<u>2299 - 2974</u>		Х	Х		Х	Х	Х			Х
Emergency Eyewash	I	<u>5162</u>		Х	Х		Х	Х	Х	Х		χ

CITY OF OROVILLE EMPLOYEE SAFETY TRAINING MATRIX	Training Frequency	Cal/OSHA Section Reference	Office/Administration	Facilities	Parks and Trees	Police	Electric	Public Works - Sewer	Public Works - Streets	Public Works – Building & Engineering	Recreation Community Service	Water/Wastewater
Equipment Operation Safety (Dept. Specific)	I/U	Title 8 Index		Х	Х	Х	Х	Х	Х	Х	Х	Х
Ergonomics - Office	I	<u>5110</u>	Х			Х				Х	Х	Х
Ergonomics – Back Safety	1	<u>5110</u>		Х	Х	Х	Х	Х	Х	Х	Х	Х
Excavation/Trenching/Shoring	I	<u>1540</u>			х		Х	Х	Х			Х
Fall Protection	I	<u>1670</u>		Х	Х		Х	Х	Х	Х	Х	Х
First Aid/CPR (Designated Staff)	I/C (2yr)	3400		Х	Х	Х	Х	Х	Х	Х	Х	Х
Forklift	I/C (3yr)	Article 24	Х		Х			х	Х			Х
Hazard Communication (General)	I/U	<u>5194</u>	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Haz Waste/HAZWOPER (designated staff)	А	<u>5192</u>			Х			Х	Х			Х
Hearing Conservation	I/A	<u>5095</u>	Х	Х	Х	Х	Х	Х	Х	Х		Х
Heat Illness Prevention	A-Spring	<u>3395</u>		Х	Х	Х	Х	Х	Х	Х	Х	Х
Heavy Equipment Operations	I/U	<u>1590 - 1596</u>		Х	Х		Х	Х	Х			Х
Ladder Safety	I	<u>3276</u>	Х	Х	Х		Х	Х	Х	Х	Х	Х
Lead Awareness	I/A	<u>5216</u>		Х				Х	Х	Х		Х
Lockout/Tag Out	I/U	<u>3314</u>		Х	Х		Х	Х	Х			Х
Machine Shop Safety	I	3940		Х	Х		Х	Х	Х			Х
New Employee Safety Orientation	I	<u>3203</u>	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Outdoor Hazards (Plants, Animals, Insects)	A-Spring	3203		Х	Х	Х	Х	Х	Х	Х	Х	X

CITY OF OROVILLE EMPLOYEE SAFETY TRAINING MATRIX	Training Frequency	Cal/OSHA Section Reference	Office/Administration	Facilities	Parks and Trees	Police	Electric	Public Works - Sewer	Public Works - Streets	Public Works – Building & Enaineerina	Recreation Community Service	Water/Wastewater
Personal Protective Equipment Requirements	I/U	<u>3380, 3385</u>		Х				Х	Х	Х		Х
Pesticide Use Safety	I/U	<u>5194</u>		Х	Х				Х			Х
Respiratory Protection	I/A	<u>5144</u>		Х	Х	Х		Х	Х	Х		Х
Rigging/Hoisting	ı	<u>5006</u>			х		Х	Х	Х			Х
Scaffold Safety	I/U	<u>1637</u>										Х
Standard Operating Procedures (Dept. Specific)	А	N/A		Х	Х	Х	Х	Х	Х	Х		Х
Storm Water Pollution	I	N/A			Х			Х	Х			Х
Supervisor Safety Training (Designated Staff)	I/U	3203	Х		Х	Х		Х	Х	Х	Х	Х
Tools – Hand & Power (Dept. Specific)	I/U	Article 20	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Traffic Control & Flagger Training	I	<u>1599</u>			Х	Х	Х		Х			Х
Tree Work	I	3421			Х							Х
Welding & Cutting/Fire Watch/Hot Work	I	<u>4799, 4848</u>		Х			Х	Х	Х			Х

Attachment

City of Oroville Government Policy Manual

Item 7.

Government Policy Manual

OPOA MOU NonSworn 021919 .pdf

City of Oroville Government Policy Manual

Item 7.

Government Policy Manual

INDEX / TOPICS

AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE POLICE OFFICERS' ASSOCIATION NON-SWORN UNIT

FEBRUARY 19, 2019 – JUNE 30, 2022

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. 8779, adopted at its regular meeting of May 21, 2019.

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EXHIBIT "B" - POLICE OFFICERS CODE OF ETHICS	ATTACHMENT

ARTICLE 1 - RECOGNITION/DUES DEDUCTIONS

1.1 RECOGNITION - Pursuant to Government Code sections 3507.1, the City of Oroville recognizes the Oroville Police Officers Association (OPOA) as the exclusive representative of the Police Non-Sworn Unit

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

- Municipal Law Enforcement Officer
- Public Safety Communication Specialist
- Public Safety Communication Specialist Supervisor
- Police Records Technician
- Police Administrative Assistant
- **1.2 DUES DEDUCTIONS** Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify to the City any new members of the Association.

Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the City.

The Association shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section.

Any Association member who notifies the City of their desire to discontinue dues or otherwise withdraw from Association membership shall be referred back to the Association. The City agrees to continue all dues deductions until notified of a deduction change by the Association

ARTICLE 2 - SCOPE OF REPRESENTATION

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

ARTICLE 3 - MAINTENANCE OF BENEFITS

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

ARTICLE 4 - CITY RIGHTS AND RESPONSIBILITIES

- 4.1 The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:
 - To manage and direct its business and personnel
 - To manage, control, and determine the mission of its departments, building facilities, and operations
 - To create, change, combine or abolish jobs, departments and facilities in whole or in part
 - To subcontract or discontinue work for economic or operational reasons
 - To direct the work force
 - To increase or decrease the work force and determine the number of employees needed
 - To hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload
 - To specify or assign work requirements and require overtime
 - · To schedule working hours and shifts
 - To adopt rules of conduct and penalties for violation thereof
 - To determine the type and scope of work to be performed and the services to be provided
 - To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

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

ARTICLE 5 - SENIORITY

- **5.1 OVERALL SENIORITY** "Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of service with the City.
- **5.2 CLASSIFICATION SENIORITY** Classification Seniority is defined as the total time served in the classification or higher classification within the department.
- **5.3 DEPARTMENT SENIORITY** Department Seniority begins upon fulltime hire in the Department.
- 5.4 TIES IN SENIORITY Whenever two or more employees have the same seniority

- date, the order of seniority shall be determined by the employee's ranking on the eligibility list.
- **5.5 SENIORITY LIST** The Department shall provide a seniority list to the OPOA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 6 - CALL-BACK PAY

- 6.1 In the event of a call-back or return to duty, an employee shall receive a minimum of two (2) hours, at the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for time worked at the appropriate rate of pay, calculated to the nearest fifteen (15) minutes.
- 6.2 Should the call-back require an employee to work on a day they are not otherwise scheduled to work because of a normal day off or scheduled vacation, the minimum call-back for the purposes of 6.1 above shall read three (3) hours instead of two (2) hours.

ARTICLE 7 - SHIFT SCHEDULE

- 7.1 The City shall place all administrative staff (Community Services Officer, Records Technician and Administrative Assistant) on a 5/8 schedule Monday thru Friday to coincide with other administrative personnel. At the discretion of the Chief of Police, a 4/10 work schedule may be implemented to meet the needs of the department and City.
- 7.2 Dispatchers shall remain on the 4/10 schedule. However, at the Police Chief's discretion the schedule may be modified to a 5/8 schedule in order to accommodate staffing deficiencies or other emergency situations. Dispatchers shall revert to the 4/10 schedule once staffing needs or the emergency situation no longer exists.
- **7.3** Any change in shift rotation shall be subject to meet and confer.

ARTICLE 8 - CLOTHING ALLOWANCE

8.1 Each employee covered by this Memorandum may purchase uniforms in January and July of each year, up to \$720 per calendar year. Uniforms may be purchased on account from the City vendor or if purchased elsewhere, employee will pay up front and get reimbursed upon presenting receipts. Reimbursements shall be paid during a normal payroll cycle and shall include any required deductions for taxes and/or pension contributions as applicable. Uniforms shall be purchased according to the Oroville Police Department Uniform Policy No. 1045, for any article for Class A (1045.7), B (1045.7.2), C (1045.7.3) or D (1045.7.4) uniforms.

The City will not pay for or reimburse for any uniform articles that are not mentioned above. If there is a question of whether the uniform article purchase will or will not be

reimbursable, employees shall utilize their chain of command to seek prior authorization from the Chief of Police, before said purchases are made.

ARTICLE 9 - SALARY

- **9.1 SALARY -** The City agrees to compensate OPOA employees in accordance with the Classifications and Compensations as set forth in the attached Exhibit "A."
- 9.2 SALARY STEPS All salary steps are to be based on merit. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the employee's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence.

SALARY TIER 1 EMPLOYEES - Employees hired before January 1, 2018 shall be a tier 1 employees, which is 5% in between each salary step. To be eligible for advancement to Step F or G, the member must have completed two (2) years in their current classification. (See exhibit A)

SALARY TIER 2 EMPLOYEES - Employees hired on or after January 1, 2018 shall be tier 2 employees, which is 2.5% in between each salary step. (See exhibit B)

9.3 SALARY INCREASES

- Effective the first pay period following July 1, 2019 the City shall implement a 4% salary increase.
- Effective the first pay period following July 1, 2020 the City shall implement a 4% salary increase.
- Effective the first pay period following July 1, 2021 the City shall implement a 4% salary increase.

ARTICLE 10 - OVERTIME

- 10.1 Employees required to work in excess of forty (40) hours per week shall receive one and one-half (1½) times their appropriate rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off for holidays, vacations and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided however, that the employee may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty.
- 10.2 Time worked contiguous to a normally assigned shift shall be treated as overtime.

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

ARTICLE 11 - COMPENSATORY TIME OFF (CTO)

11.1 COMPENSATORY TIME OFF (CTO) -

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

- No more than 120 hours of CTO may be carried on the books at any time.
- A member's decision to elect CTO instead of overtime pay is irrevocable.
- Upon separation, the member will be paid at the member's current hourly rate for the remaining CTO balance.
- CTO may be cashed out in March and December. In the case of an emergency, CTO may be cashed out at the discretion of the Chief of Police.
- Members have the option of receiving CTO cash out on a separate check.
- Requests made 21 days in advance shall be honored, unless, at the Chief
 of Police's discretion, staffing levels are such that honoring the request
 would pose an undue hardship on the department.

ARTICLE 12 - BI-LINGUAL PAY

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

ARTICLE 13 - SHIFT DIFFERENTIAL PAY

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

ARTICLE 14 - DISPATCHER TRAINING INCENTIVE

14.1 DISPATCHER TRAINING INCENTIVE - Qualified Post Certified Public Safety Communication Specialists assigned by Department Management to train new employees shall be paid an additional 5% pay per hour for the hours they perform such training.

ARTICLE 15 - EDUCATION INCENTIVE

- **15.1 EDUCATION INCENTIVE -** All employees shall be eligible upon receipt of pertinent documentation for education incentive pay as follows:
 - B.A. or B.S. degree

\$250.00/Mo.

A.A. or A.S. degree or 60 units of

General Education and/or job relate

\$125.00/Mo.

General Education and/or job related courses

The member must have taken undergraduate course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS or undergraduate certification. No employee may receive compensation for more than one degree.

ARTICLE 16 - OUT OF CLASS PAY

16.1 An employee assigned to temporary duties of a higher job classification shall not receive the pay of the higher job classification, but shall at the time of the temporary assignment immediately receive 5% above their base pay.

ARTICLE 17 - RETIREMENT BENEFITS

17.1 CLASSIC MEMBERS

All OPOA Non-Sworn members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations. All classic members shall pay a member contribution of 10%.

NEW MEMBERS - Effective January 1, 2013 and upon hire, all new OPOA Non-Sworn members shall receive the 2%@62 formula and shall pay 50% of the normal cost, as determined by CalPERS, plus an additional 3% cost sharing contribution. "New members" shall be defined as individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

MISCELLANEOUS PROVISIONS -

- The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.
- Effective January 1, 2013 or after, new OPOA Non-Sworn members will have their retirement benefit calculations based off their three (3) highest years.
- Sick Leave Conversion for P.E.R.S Retirement Credit is available for all members.

17.2: PUBLIC EMPLOYEE PENSION REFORM ACT:

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

ARTICLE 18 - HEALTH BENEFITS

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

The City currently contributes the following amounts towards medical insurance:

Tier 1 Health Benefits (Employees hired prior to February 19, 2019)							
Plan	Gold PPO	HDHP-10%	Silver PPO				
Employee Only	100%	100%	100%				
Employee + 1	\$756.40	\$729.92	\$703.46				
Employee + Family	\$835.50	\$801.10	\$766.68				

Tier 2 Health Benefits (Employees hired after February 19, 2019)								
Plan	Gold PPO	HDHP-10%	Silver PPO					
Employee Only	Silver PPO Rate	Silver PPO Rate	100%					
Employee + 1	0	0	\$703.46					
Employee + Family	0	0	\$766.68					

- The City currently contributes \$59.10 per month, per employee, for dental insurance.
- The City currently contributes 100% per month, per employee, for vision insurance.
- The City currently contributes 100% per month, per employee, for life and long-term disability insurance.

18.2 HEALTH INSURANCE REVIEW COMMITTEE

The City agrees to participate in the established Health Insurance Review Committee. The Human Resource Analyst and up to two representatives from each City employee group may attend the meeting on behalf of the City of Oroville. The purpose of the Committee is on-going review of health,

dental and vision plans and the making of recommendations to the City Council, City Administrator and the respective employee group regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee employees shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the employee's normal work hours, nor shall such employees receive overtime or callback pay for service on the committee. The Committee shall have access to such non-confidential information as necessary to carry out its purpose.

18.3 APPROVAL OF FUTURE PLAN CHANGES

- A. Both the City and the OPOA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City employee groups agree that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority of the employees of the City who are covered by the plan who vote on such changes.
- B. The Health Insurance Review Committee established in Section 18.2 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the employees pursuant to Subsection 18.3 (A). The proposed changes reviewed by the Committee may be initiated by the Committee, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered

18.4 INTERNAL REVENUE CODE SECTION 125 COLLABORATION

The City and the OPOA agree to collaborate in the planning and implementation of a program qualified under Section 125 of the Internal Revenue Code.

18.5 RETIREE MEDICAL

The City agrees that a retired employee or spouse of a deceased retired employee, at their own expense, may purchase health insurance benefits at the current premium rates paid by the City for regular employees.

18.6 DEFERRED COMPENSATION

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

ARTICLE 19 - LONGEVITY PAY

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

YEARS	INCENTIVE
20 years or more	\$300.00
15-19 years	\$150.00

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

ARTICLE 20 - VACATION POLICY

- **20.1** Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:
 - 1 through 4 years 80 hours
 - 5 through 11 years 120 hours
 - 12+ years 8 hours for each additional year to a maximum of 160 hours.
- **20.2 VACATION CARRYOVER** The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

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

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

Vacation shall be prorated by dividing the straight time hours actually worked by

- 173.3, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.
- 20.4 Vacation policy sign up will be conducted in accordance with overall seniority with the Police Department. Employees will be allowed to sign up for any one continuous increment, which they choose and for which they are eligible prior to passing the list. An additional increment of time may be chosen upon recirculation of the list. Once a list is passed on it shall circulate in accordance with seniority without any alteration of rotation or any right for senior employees to bump less senior employee's choices of vacation.

ARTICLE 21 - VACANCIES

21.1 VACANCIES - When a position becomes vacant, the vacancy shall be posted on the department bulletin board for a period of five (5) business days prior to making the opening public.

ARTICLE 22 - HOLIDAYS

- 22.1 The following holidays shall be observed by the City:
 - (1) New Year's Day, January 1
 - (2) Martin Luther King Day, 3rd Monday in January
 - (3) Lincoln's Birthday, February 12
 - (4) President's Day, 3rd Monday in February
 - (5) Memorial Day, last Monday in May
 - (6) Independence Day, July 4
 - (7) Labor Day, the 1st Monday in September
 - (8) Veteran's Day, November 11
 - (9) Thanksgiving Day, 4th Thursday in November
 - (10) The day after Thanksgiving
 - (11) The day before Christmas
 - (12) Christmas Day, December 25
 - (13) Floating Holiday, Refer to Article 23.5

22.2 HOLIDAY PAY:

- A. 4/10 rotating shift schedule. Employees shall be compensated for each holiday by ten (10) hours of straight time pay. In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1½) times the straight time rate of pay irrespective of when the holidays may be observed by the employee. The employee may choose to bank holiday hours in a "Holiday Pay" bank. All holiday hours will be cashed out by the first paycheck in December of each year.
- B. 4/10 weekday work schedule. Employees shall be compensated for time off in observance of each holiday by ten (10) hours of straight time pay. In the event

- the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1 $\frac{1}{2}$) times the straight time rate of pay.
- C. 5/8 weekday work schedule. Employees shall be compensated for time off in observance of each holiday by eight (8) hours of straight time pay. In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1½) times the straight time rate of pay.
- 22.3 No holiday leave shall be used in place of vacation leave except when the holiday falls within a regularly scheduled vacation leave.
- 22.4 The employee may choose to bank holiday hours in a "Holiday Pay" bank. All holiday hours will be cashed out by the first pay check in December of each year as prescribed by the Public Employee Retirement System, with the option of having a separate check or include it in payroll.
- 22.5 The City agrees to provide the employees one floating holiday that must be used by the end of the calendar year. If not used, the benefit will extinguish (no banking). If the requested time off would require that another person be called back, held over, or the vacancy filled through overtime, the leave will not be granted. The Chief of Police and the City Administrator may grant an extension.

ARTICLE 23 - SICK LEAVE

- 23.1 Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or a member of an employee's immediate family, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.
- 23.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick Leave with pay is cumulative at the rate of eight (8) hours for each month of service beginning the first calendar month following regular probationary employment.
- 23.3 An employee returning to duty after an absence of more than three (3) consecutive days without loss of salary resulting from sickness or injury shall provide the immediate supervisor for filing in the employee's personnel file, a doctor's certificate or personal affidavit verifying the employee was ill or injured.
- 23.4 Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.
- 23.5 An employee who takes a leave of absence without pay for a period in excess of thirty (30) days shall forfeit one (1) day of sick leave benefits for each such 30 day period.

- **23.6** Employees shall accumulate unused sick leave without limitation as to a maximum number of days.
- 23.7 The City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January-June, July-December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established.
- 23.8

LONG TERM EMPLOYEES – Employees with 5 or more years of City service as of February 19, 2019 that regularly retire from City service may convert up to 100% of their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement.

SHORT TERM EMPLOYEES – Employees with less than 5 years of City service as of February 19, 2019 that regularly retire from City service may convert up to 240 hours of accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave to a maximum of 240 hours. All other accumulated unused sick leave may be converted to CalPERS service credit.

NEW HIRES - Employees hired after February 19, 2019 are ineligible for retiree medical sick leave conversion.

23.9 An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or compensating time off in lieu thereof.

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.1 Employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave per occurrence, which shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected, and the date of return to City service.
- 24.2 Immediate family includes the following individuals of an employee's family: spouse, domestic partner, natural, step or legal child, parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law.

ARTICLE 25 - MATERNITY LEAVE

25.1 Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6.

ARTICLE 26 - MILITARY LEAVE

26.1 Military Leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the City Administrator an opportunity within the limits of military regulations, to determine when such leave shall be taken.

ARTICLE 27 - UNPAID LEAVE

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

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

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

ARTICLE 28 - JURY DUTY

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

ARTICLE 29 - LIGHT DUTY

29.1 Members unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and the member's physician have determined as an acceptable assignment, and shall not impede the member's recovery. The member shall receive the rate of pay in effect

prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled member. Member will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 30 - BULLETIN BOARDS

30.1 A bulletin board shall be provided to the OPOA for use of association business. This does not include an electronic bulletin board.

ARTICLE 31 - ASSOCIATION DUES

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

ARTICLE 32 - RANDOM DRUG AND ALCOHOL TESTING

32.1 OPOA members agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this Memorandum only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OPOA without written mutual agreement of the parties.

ARTICLE 33 - LAYOFF PROCEDURE

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

ARTICLE 34 - DISCIPLINE

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

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

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

- **34.2** Definition: As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.
- 34.3 Persons Authorized to Initiate Disciplinary Action: Discipline may be initiated by those authorized in the City Personnel Rules
- 34.4 Cause for Disciplinary Action: Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):
 - A. Misstatement of facts during the hiring process;
 - B. Falsification of any entry on a City document (e.g., time card, expense report)
 - C. Disclosure of confidential information;
 - D. Insubordination or willful disobedience;
 - E. Incompetence, inefficiency, or unsatisfactory job performance;
 - F. Discriminatory, discourteous or unbecoming behavior;
 - G. Theft, misuse, or unauthorized use or possession of City property;
 - H. Dishonesty;
 - 1. Misconduct, i.e., any behavior that brings harm or discredit to the City;
 - J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
 - K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
 - L. Excessive absence or tardiness;
 - M. Absence without approved leave;
 - N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
 - O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
 - P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

34.5 PRELIMINARY NOTICE OF DISCIPLINARY ACTION:

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

- B. The Preliminary Notice shall include:
 - a. A statement of the nature of the disciplinary action;
 - b. The effective date of the disciplinary action;
 - c. A statement of the reasons for the disciplinary action citing the item(s) under Article 34.4, or the Personnel Rules which have been violated:
 - d. Any supporting material;
 - e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and,
 - f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

34.6 SKELLY MEETING:

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

34.7 APPLICATION OF APPEAL PROCEDURE:

- A. Permanent Status: This article shall only apply to employees with permanent status with the City.
- B. Probationary Status: An employee in probationary status shall have no right

- to grieve or arbitrate release from probationary appointment.
- C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment
- D. Temporary Upgrade (Additional Assignments): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.
- E. A written reprimand shall be appealable only to the City Administrator or his/her designee with the right to present the employee's position and supporting evidence, but no right to confront or cross-examine witnesses. The decision of the City Administrator or designee shall be final.
- F. Upon the request of an employee with the discretion of the Department Head, Chief of Police, or Fire Chief,, a written reprimand, a counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code 3300-3311 and applicable City Ordinances and Departmental Policies.

34.8 APPEAL OF DISCIPLINARY ACTION:

- A. Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to advisory arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
- B. Appeals of disciplinary actions to advisory arbitration shall be pursuant to Article thirty five (Grievance Procedure) of this Memorandum of Understanding.
 - a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.
 - b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.
 - c. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

ARTICLE 35 - GRIEVANCE AND ADVISORY ARBITRATION PROCEDURE

- **35.1 PURPOSE** This grievance and advisory arbitration procedure shall be used to process and resolve grievances arising under this Agreement.
 - 35.1.1 To resolve grievances informally at the lowest possible level.
 - **35.1.2** To provide an orderly procedure for reviewing and resolving grievances promptly.

35.2 DEFINITIONS -

- **35.2.1** A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.
- **35.2.2** As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.
- **35.2.3** As used in this procedure the term "party" means an employee, the Association or the City.
- **35.2.4** As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OPOA.
- 35.2.5 As used herein, workday shall represent any day that City Hall is open for business.
- **35.3 TIME LIMITS** Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.
- **35.4 PRESENTATION** An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.
- **35.5 EMPLOYEE RIGHTS** The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.
- **35.6 APPLICATION** Grievances shall be brought through this Article.
- **35.7 INFORMAL DISCUSSION -** The grievance initially shall be discussed with the immediate supervisor. Within five (5) workdays, the immediate supervisor shall give a decision or response.

35.8 FORMAL GRIEVANCE - STEP 1 -

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

- **35.8.1.1** Ten (10) workdays after the event or circumstances occasioning the grievance; or
- 35.8.1.2 Ten (10) workdays of the decision rendered in the informal grievance procedure.
- 35.8.1.3 A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.
- **35.8.1.4** Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.
- **35.9 FORMAL GRIEVANCE STEP 2 -** If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) workdays to the Chief of Police or designee. The grievant may be represented by the Association or designee. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.
 - **35.9.1** Within ten (10) workdays after the initiation of the Step 2, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.
- **35.10 FORMAL GRIEVANCE STEP 3 -** If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays to the City Administrator. The Association or designee may represent the grievant.
 - 35.10.1The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) workdays of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.
- 35.11 ADVISORY ARBITRATION STEP 4 If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to advisory arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) workdays of receipt of the Step 3 decision.
 - **35.12 RESPONSE** If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.
 - 35.13 COPY OF DECISION At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

- **35.14 ASSIGNMENT OF AN ARBITRATOR** An arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.
- **35.15 FINDINGS** The arbitrator shall submit his/her findings and recommendations in writing to the City and the grievant. **35.16 CITY COUNCIL REVIEW**
 - 1. The City Council may approve, modify or reverse the findings of the arbitrator and its decision shall be final.
 - 2. Any decision rendered by the City Council shall be made within twenty-eight (28) calendar days of the receipt of a request, unless extended by the City Council, but in no event more than 45 calendar days.
- 35.16 COSTS The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OPOA shall not be charged any ,witness fees for City employees
- **35.17 WITNESSES** The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an advisory arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 36 - CODE OF ETHICS

36.1 OPOA-Non-Sworn members shall abide by the Code of Ethics attached hereto as Exhibit "B".

ARTICLE 37 - PEACEFUL PERFORMANCE

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

until said stoppage has ceased.

ARTICLE 38 - SAVINGS CLAUSE

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

ARTICLE 39 - ZIPPER CLAUSE

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

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

ARTICLE 40 - TERM AND OPENING CLAUSE

40.1 This Memorandum of Understanding shall be effective February 19, 2019 and shall remain in effect through June 30, 2022 and shall continue thereafter unless either party gives written notice requesting negotiation of a new Memorandum of Understanding.

The MOU is subject to being reopened if the PERS Employer's Cost rise above 19%. If the MOU is reopened, parties will agree on a neutral third party to do a financial analysis regarding the City's finances. The City will pay the first \$10,000 of costs for the analysis, and the remainder will be shared by the City and Employees.

ARTICLE 41 - TOTAL COMPENSATION SURVEY

41.1 If by January 1, 2016, the City's general fund revenue has increased by 10% or more, the City will undertake a total compensation survey, looking at comparable jurisdictions, and, if the City finds that employee compensation is over 5% lower than the comparable jurisdictions, the City will begin discussions to create a corrective plan to correct the discrepancy. General fund revenue will be defined as

Core Revenues, which included property tax, sales and use tax, transient occupancy tax, utility user tax, franchise tax, and motor vehicle in lieu.

This memorandum recommended to the City Council of the City of Oroville on May 21, 2019.

OROVILLE POLICE OFFICER'S

ASSOCIATION

Joe Deal, OPOA President

Thomas Lando, Interim City
Administrator

Approved as to form:

Scott E. Huber, City Attorney

Executed by:

Charles E Reynolds, Mayor

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)

TABLE 19/EFFECTIVE: 02/19/19 SALARY SCHEDULE EXHIBIT "A"

	77.10		SALANTS	MEDULL			EVUID	SII A
			SWO	RN		and All Property	ig stall kalling familians.	
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
Sergeant	\$63,463.47	\$66,636.64	\$69,968.48	\$73,466.90	\$77,140.24	\$80,997.26	\$85,047.12	\$89,299.48
	\$5,288.62	\$5,553.05	\$5,830.71	\$6,122.24	\$6,428.35		\$7,087.26	\$7,441.62
	\$30.51128	\$32.03685	\$33.63869	\$35.32062	\$37.08666	\$38.94099	\$40.88804	\$42.93244
Rotational Detective/OIC	\$53,265.38	\$55,928.65	\$58,725.08	\$61,661.34	\$64,744.40	\$67,981.62	\$71,380.70	\$74,949.74
5% Above Police Officer	\$4,438.78	\$4,660.72	\$4,893.76	\$5,138.44	\$5,395.37		\$5,948.39	\$6,245.81
	\$25.60836	\$26.88877	\$28.23321	\$29.64487	\$31.12712	\$32.68347	\$34.31765	\$36.03353
Police Officer	\$50,728.93	\$53,265.38	\$55,928.65	\$58,725.08	\$61,661.33	\$64,744.40	\$67,981.62	\$71,380.70
	\$4,227.41	\$4,438.78	\$4,660.72	\$4,893.76	\$5,138.44	\$5,395.37	\$5,665.13	\$5,948.39
	\$24.38891	\$25.60835	\$26.88877	\$28.23321	\$29.64487	\$31.12711	\$32.68347	\$34.31764
Reserve Police Officer	\$24.38891	\$25.60835	\$26.88877	\$28.23321	\$29.64487	\$31.12711	\$32.68347	\$34.31764
Reserve Investigator	\$25.00000							
		NO.	ON-SWORN					
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Police Admin. Assistant	\$36,759.52	\$38,597.50	\$40,527.37	\$42,553.74	\$44,681.43	\$46,915.50	\$49,261.27	
	\$3,063.29	\$3,216.46	\$3,377.28	\$3,546.14	\$3,723.45			
	\$17.67285	\$18.55649	\$19.48431	\$20.45853	\$21.48145	\$22.55553	\$23.68330	
Police Dispatcher	\$36,816.52	\$38,657.35	\$40,590.21	\$42,619.72		\$46,988.25		
	\$3,068.04	\$3,221.45	\$3,382.52	\$3,551.64	\$3,729.23	\$3,915.69	\$4,111.47	
	\$17.70025	\$18.58526	\$19.51453	\$20.49025	\$21.51476	\$22.59050	\$23.72003	
MLE	\$32,730.58	\$34,367.11	\$36,085.46	\$37,889.74	\$39,784.22	\$41,773.44	\$43,862.11	
	\$2,727.55	\$2,863.93	\$3,007.12	\$3,157.48	\$3,315.35	\$3,481.12	\$3,655.18	
	\$15.73586	\$16.52265	\$17.34878	\$18.21622	\$19.12703	\$20.08338	\$21.08755	
Police Records Techician	\$30,803.99	\$32,344.19	\$33,961.40	\$35,659.47	\$37,442.44	\$39,314.56		
	\$2,567.00	\$2,695.35	\$2,830.12	\$2,971.62	\$3,120.20	\$3,276.21	\$3,440.02	
	\$14.80961	\$15.55009	\$16.32760	\$17.14398	\$18.00117	\$18.90123	\$19.84629	

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)

TABLE 19/EFFECTIVE: 07/01/19

SALARY SCHEDULE

EXHIBIT "A"

TABLE 13/LIT LOTTAL, 07/0	1713		SALARTS	THEOULE				311 "A"
			SWO	RN				eneri di T
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
Sergeant	\$66,002.01	\$69,302.11	\$72,767.21	\$76,405.58	\$80,225.85	\$84,237.15	\$88,449.00	\$92,871.45
	\$5,500.17	\$5,775.18	\$6,063.93	\$6,367.13	\$6,685.49	\$7,019.76	\$7,370.75	\$7,739.29
	\$31.73174	\$33.31832	\$34.98424	\$36.73345	\$38.57012	\$40.49863	\$42.52356	\$44.64974
Rotational Detective/OIC	\$55,396.00	\$58,165.79	\$61,074.08	\$64,127.79	\$67,334.18		\$74,235.93	\$77,947.73
5% Above Police Officer	\$4,616.33	\$4,847.15	\$5,089.51	\$5,343.98	\$5,611.18	\$5,891.74	\$6,186.33	\$6,495.64
	\$26.63269	\$27.96432	\$29.36254	\$30.83067	\$32.37220	\$33.99081	\$35.69035	\$37.47487
Police Officer	\$52,758.09	\$55,395.99	\$58,165.79	\$61,074.08	\$64,127.78	\$67,334.17	\$70,700.88	\$74,235.93
	\$4,396.51	\$4,616.33	\$4,847.15	\$5,089.51	\$5,343.98	\$5,611.18	\$5,891.74	\$6,186.33
	\$25.36447	\$26.63269	\$27.96432	\$29.36254	\$30.83067	\$32.37220	\$33.99081	\$35.69035
Reserve Police Officer	\$25.36447	\$26.63269	\$27.96432	\$29.36254	\$30.83067	\$32.37220	\$33.99081	\$35.69035
Reserve Investigator	\$25.00000							
		NO	ON-SWORN					
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Police Admin. Assistant	\$38,229.90	\$40,141.40	\$42,148.47		\$46,468.68	\$48,792.12		
	\$3,185.83	\$3,345.12	\$3,512.37	\$3,687.99	\$3,872.39	\$4,066.01	\$4,269.31	
	\$18.37976	\$19.29875	\$20.26369	\$21.27687	\$22.34071	\$23.45775	\$24.63064	
Police Dispatcher	\$38,289.18	\$40,203.64	\$42,213.82	\$44,324.51	\$46,540.74		\$51,311.16	
	\$3,190.77	\$3,350.30	\$3,517.82	\$3,693.71	\$3,878.39	\$4,072.31	\$4,275.93	
	\$18.40826	\$19.32867	\$20.29511	\$21.30986	\$22.37536	\$23.49412	\$24.66883	
MLE	\$34,039.80	\$35,741.79	\$37,528.88	\$39,405.33	\$41,375.59	\$43,444.37	\$45,616.59	
	\$2,836.65	\$2,978.48	\$3,127.41	\$3,283.78	\$3,447.97	\$3,620.36	\$3,801.38	
	\$16.36529	\$17.18355	\$18.04273	\$18.94487	\$19.89211	\$20.88672	\$21.93105	
Police Records Techician	\$32,036.15	\$33,637.96	\$35,319.85	\$37,085.85	\$38,940.14	\$40,887.15	\$42,931.50	
	\$2,669.68	\$2,803.16	\$2,943.32	\$3,090.49	\$3,245.01	\$3,407.26	\$3,577.63	
	\$15.40200	\$16.17209	\$16.98070	\$17.82973	\$18.72122	\$19.65728	\$20.64015	

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)

TABLE 19/EFFECTIVE: 07/01/20

SALARY SCHEDULE

EXHIBIT "A"

TABLE 13/EITECHVE. 01/0	1720		SALANT SC	TILBULL			EVILIE	DII A
			SWO	RN		in the standard stand		
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
Sergeant	\$68,642.09	\$72,074.19	\$75,677.90	\$79,461.80	\$83,434.89	\$87,606.63	\$91,986.97	\$96,586.31
	\$5,720.17	\$6,006.18	\$6,306.49	\$6,621.82	\$6,952.91	\$7,300.55	\$7,665.58	\$8,048.86
	\$33.00101	\$34.65106	\$36.38361	\$38.20279	\$40.11293	\$42.11857	\$44.22450	\$46.43573
Rotational Detective/OIC	\$57,611.84	\$60,492.43	\$63,517.05	\$66,692.91	\$70,027.55	\$73,528.93	\$77,205.38	\$81,065.64
5% Above Police Officer	\$4,800.99	\$5,041.04	\$5,293.09	\$5,557.74	\$5,835.63	\$6,127.41	\$6,433.78	\$6,755.47
	\$27.69800	\$29.08290	\$30.53705	\$32.06390	\$33.66709	\$35.35045	\$37.11797	\$38.97387
Police Officer	\$54,868.41	\$57,611.83	\$60,492.43	\$63,517.05	\$66,692.90	\$70,027.54	\$73,528.92	\$77,205.37
	\$4,572.37	\$4,800.99	\$5,041.04	\$5,293.09	\$5,557.74	\$5,835.63	\$6,127:41	\$6,433.78
	\$26.37905	\$27.69800	\$29.08290	\$30.53704	\$32.06389	\$33.66709	\$35.35044	\$37.11797
Reserve Police Officer	\$26.37905	\$27.69800	\$29.08290	\$30.53704	\$32.06389	\$33.66709	\$35.35044	\$37.11797
Reserve Investigator	\$25.00000							
	al is a desired party. He	New York	ON-SWORN				ondigues de la	· · · · · · · · · · · · · · · · · · ·
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Police Admin. Assistant	\$39,759.10	\$41,747.05	\$43,834.40	\$46,026.12	\$48,327,43	\$50,743.80	\$53,280.99	
	\$3,313.26	\$3,478.92	\$3,652.87	\$3,835.51	\$4,027.29	\$4,228.65	\$4,440.08	
	\$19.11495	\$20.07070	\$21.07423	\$22.12794	\$23.23434	\$24.39606	\$25.61586	
Police Dispatcher	\$39,820.75	\$41,811.78	\$43,902,37	\$46,097.49	\$48,402.37	\$50,822.49	\$53,363.61	
	\$3,318.40	\$3,484.32	\$3,658.53	\$3,841.46	\$4,033.53	\$4,235.21	\$4,446.97	
	\$19.14459	\$20.10182	\$21.10691	\$22.16226	\$23.27037	\$24,43389	\$25.65558	
MLE	\$35,401.39	\$37,171.46	\$39,030.03	\$40,981.54	\$43,030.61	\$45,182.14	\$47,441.25	
	\$2,950.12	\$3,097.62	\$3,252.50	\$3,415.13	\$3,585.88	\$3,765.18	\$3,953.44	
	\$17.01990	\$17.87090	\$18.76444	\$19.70266	\$20.68779	\$21.72218	\$22.80829	
Police Records Techician	\$33,317.60	\$34,983.48	\$36,732.65	\$38,569.28	\$40,497.75	\$42,522.63	\$44,648.77	
	\$2,776.47	\$2,915.29	\$3,061.05	\$3,214.11	\$3,374.81	\$3,543.55	\$3,720.73	
	\$16.01808	\$16.81898	\$17.65993	\$18.54292	\$19.47007	\$20.44357	\$21.46575	

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units) 07/01/21 SALARY SCHEDULE

TABLE 19/EFFECTIVE: 07/01/21

FYHIRIT "A"

TABLE 19/EFFECTIVE. 07/01	121		SALARTSU			<u> </u>	EXUI	BII "A"
			swo	RN	va se est isada le			Maria Maria
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
Sergeant	\$71,387.77	\$74,957.16	\$78,705.02	\$82,640.27	\$86,772.28	\$91,110.90	\$95,666.44	\$100,449.77
	\$5,948.98	\$6,246.43	\$6,558.75	\$6,886.69	\$7,231.02	\$7,592.57	\$7,972.20	\$8,370.81
	\$34.32105	\$36.03710	\$37.83895	\$39.73090	\$41.71744	\$43.80332	\$45.99348	\$48.29316
Rotational Detective/OIC	\$59,916.31	\$62,912.13	\$66,057.74	\$69,360.62	\$72,828.65	\$76,470.09	\$80,293.59	\$84,308.27
5% Above Police Officer	\$4,993.03	\$5,242.68	\$5,504.81	\$5,780.05	\$6,069.05	\$6,372.51	\$6,691.13	\$7,025.69
	\$28.80592	\$30.24622	\$31.75853	\$33.34645	\$35.01378	\$36.76446	\$38.60269	\$40.53282
Police Officer	\$57,063.15	\$59,916.30	\$62,912.12	\$66,057.72	\$69,360.61	\$72,828.64	\$76,470.07	\$80,293.58
	\$4,755.26	\$4,993.03	\$5,242.68	\$5,504.81	\$5,780.05	\$6,069.05	\$6,372.51	\$6,691.13
	\$27.43421	\$28.80592	\$30.24621	\$31.75852	\$33.34645	\$35.01377	\$36.76446	\$38.60268
Reserve Police Officer	\$27.43421	\$28.80592	\$30.24621	\$31.75852	\$33.34645	\$35.01377	\$36.76446	\$38.60268
Reserve Investigator	\$25.00000							<u> </u>
	rialista (n. 1717). Rialista (n. 1717).	N	ON-SWORN			-15-45-66		
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Police Admin. Assistant	\$41,349.46	\$43,416.94	\$45,587.78	\$47,867.17	\$50,260.53	\$52,773.56	\$55,412.24	
	\$3,445.79	\$3,618.08	\$3,798.98	\$3,988.93	\$4,188.38	\$4,397.80	\$4,617.69	
	\$19.87955	\$20.87353	\$21.91720	\$23.01306	\$24.16372	\$25.37190	\$26.64050	
Police Dispatcher	\$41,413.58	\$43,484.26	\$45,658.47	\$47,941.40	\$50,338.47	\$52,855.39	\$55,498.16	
	\$3,451.13	\$3,623.69	\$3,804.87	\$3,995.12	\$4,194.87	\$4,404.62	\$4,624.85	
	\$19.91038	\$20.90589	\$21.95119	\$23.04875	\$24.20119	\$25.41124	\$26.68181	
MLE	\$36,817.45	\$38,658.32	\$40,591.23	\$42,620.80	\$44,751.84	\$46,989.43	\$49,338.90	
	\$3,068.12	\$3,221.53	\$3,382.60	\$3,551.73	\$3,729.32	\$3,915.79	\$4,111.57	
	\$17.70070	\$18.58573	\$19.51502	\$20.49077	\$21.51531	\$22.59107	\$23.72062	
Police Records Techician	\$34,650.30	\$36,382.82	\$38,201.96	\$40,112.06	\$42,117.66	\$44,223.54	\$46,434.72	
	\$2,887.53	\$3,031.90	\$3,183.50	\$3,342.67	\$3,509.81	\$3,685.30	\$3,869.56	
	\$16.65880	\$17.49174	\$18.36633	\$19.28464	\$20.24888	\$21.26132	\$22.32439	

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units) 2nd Tier 2.5% Steps SALARY SCHEDULE

TARLE 19/EFFECTIVE: 02/19/19

TABLE 19/EFFECTIVE: 02/			SALARY S	CHEDULE						E)	XHIBIT "B"				
	5,4,50	1	, fall fill the fally	British (1975)	- will	and the last	SWORN	110,000,000	Day 19 - P. P	Barangara c	Albinde (Certe				
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	STEP N	STEP O
Sergeant	\$63,463.47	\$65,050.06	\$66,636.64	\$68,302.56	\$69,968.48	\$71,717.69	\$73,466.90	\$75,303.57	\$77,140.24	\$79,068.75	\$80,997.26	\$83,022.19	\$85,047.12	\$87,173.30	\$89,299.48
	\$5,288.62	\$5,420.84	\$5,553.05	\$5,691.88	\$5,830.71	\$5,976.47	\$6,122.24	\$6,275.30	\$6,428.35	\$6,589.06	\$6,749.77	\$6,918.52	\$7,087.26	\$7,264.44	\$7,441.62
	\$30.51128	\$31.27407	\$32.03685	\$32.83777	\$33.63869	\$34.47966	\$35.32062	\$36.20364	\$37.08666	\$38.01382	\$38.94099	\$39.91451	\$40.88804	\$41.91024	\$42.93244
Rotational Detective/OIC	\$53,265.38	\$54,597.01	\$55,928.65	\$57,326.87	\$58,725.08	\$60,193.21	\$61,661.34	\$63,202.87	\$64,744.40	\$66,363.01	\$67,981.62	\$69,681.16	\$71,380.70	\$73,165.22	\$74,949.74
5% Above Police Officer	\$4,438.78	\$4,549.75	\$4,660.72	\$4,777.24	\$4,893.76	\$5,016.10	\$5,138.44	\$5,266.91	\$5,395.37	\$5,530.25	\$5,665.14	\$5,806.76	\$5,948.39	\$6,097.10	\$6,245.81
	\$25.60836	\$26.24856	\$26.88877	\$27.56099	\$28.23321	\$28.93904	\$29.64487	\$30.38599	\$31.12712	\$31.90529	\$32.68347	\$33.50056	\$34.31765	\$35.17559	\$36.03353
Police Officer	\$50,728.93	\$51,997.15	\$53,265.38	\$54,597.01	\$55,928.65	\$57,326.86	\$58,725.08	\$60,193.20	\$61,661.33	\$63,202.86	\$64,744.40	\$66,363.01	\$67,981.62	\$69,681.16	\$71,380.70
	\$4,227.41	\$4,333.10	\$4,438.78	\$4,549.75	\$4,660.72	\$4,777.24	\$4,893.76	\$5,016.10	\$5,138.44	\$5,266.91	\$5,395.37	\$5,530.25	\$5,665.13	\$5,806.76	\$5,948.39
	\$24.38891	\$24.99863	\$25.60835	\$26.24856	\$26.88877	\$27.56099	\$28.23321	\$28.93904	\$29.64487	\$30.38599	\$31.12711	\$31.90529	\$32.68347	\$33.50056	\$34.31764
Reserve Police Officer	\$24.38891	\$24.99863	\$25.60836	\$26.24856	\$26.88877	\$27.56099	\$28.23321	\$28.93904	\$29.64487	\$30.38599	\$31.12712	\$31.90529	\$32.68347	\$33.50056	\$34.31765
Reserve Investigator	\$25.00000														
						ON-SWORN		新聞 用時代交叉所召集		HARAFAR SULL	i (centani de la centa				
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP	STEP J	STEP K	STEP L	STEP M	1	
Police Admin. Assistant	\$36,759.52	\$37,678.51	\$38,597.50	\$39,562.43	\$40,527.37	\$41,540.56	\$42,553.74	\$43,617.58	\$44,681:43	\$45,798.46	\$46,915.50	\$48,088.39	\$49,261.27	1	
	\$3,063.29	\$3,139.88	\$3,216.46	\$3,296.87	\$3,377.28	\$3,461.71	\$3,546.14	\$3,634.80	\$3,723.45	\$3,816.54	\$3,909.62	\$4,007.37	\$4,105.11	1	
	\$17.67285	\$18.11467	\$18.55649	\$19.02040	\$19.48431	\$19.97142	\$20.45853	\$20.96999	\$21.48145	\$22.01849	\$22.55553	\$23,11942	\$23,68330	1	
Police Dispatcher	\$36,816.52	\$37,736.93	\$38,657.35	\$39,623.78	\$40,590.21	\$41,604.97	\$42,619.72	\$43,685.22	\$44,750.71.	\$45,869.48	\$46,988.25	\$48,162.95	\$49,337.66	1	
	\$3,068.04	\$3,144.74	\$3,221.45	\$3,301.98	\$3,382.52	\$3,467.08	\$3,551.64	\$3,640.43	\$3,729.23	\$3,822.46	\$3,915.69	\$4,013.58	\$4,111.47	1	
	\$17.70025	\$18.14276	\$18.58526	\$19.04989	\$19.51453	\$20.00239	\$20.49025	\$21.00251	\$21.51476	\$22.05263	\$22.59050	\$23.15527	\$23.72003	1	
MLE	\$32,730.58	\$33,548.84	\$34,367.11	\$35,226.29	\$36,085.46	\$36,987.60	\$37,889.74	\$38,836.98	\$39,784.22	\$40,778.83	\$41,773.44	\$42,817.77	\$43,862.11	1	
	\$2,727.55	\$2,795.74	\$2,863.93	\$2,935.52	\$3,007.12	\$3,082.30	\$3,157.48	\$3,236.42	\$3,315.35	\$3,398.24	\$3,481.12	\$3,568.15	\$3,655.18	1	
	\$15.7359	\$16.1293	\$16.5226	\$16.9357	\$17.3488	\$17.7825	\$18.2162	\$18.6716	\$19.1270	\$19.6052	\$20.0834	\$20.5855	\$21.0876	1	
Police Records Techician	\$30,803.99	\$31,574.09	\$32,344.19	\$33,152.79	\$33,961.40	\$34,810.43	\$35,659.47	\$36,550.96	\$37,442.44	\$38,378,50	\$39,314.56	\$40,297.43	\$41,280.29	1	
	\$2,567.00	\$2,631.17	\$2,695.35	\$2,762.73	\$2,830.12	\$2,900.87	\$2,971.62	\$3,045.91	\$3,120.20	\$3,198.21	\$3,276.21	\$3,358.12	\$3,440.02	1	
	\$14.8096	\$15.1799	\$15.5501	\$15.9388	\$16.3276	\$16.7358	\$17.1440	\$17.5726	\$18.0012	\$18.4512	\$18.9012	\$19.3738	\$19.8463	1	

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units) 2nd Tier 2.5% Steps

TABLE 19/EFFECTIVE: 02/				SALARY S	CHEDULE			•			E	XHIBIT "B"			
						diam'r daig	SWORN	Burraning	IONA - PARIS	Mario Supre	and contract	grafijani seka sekaja daja			
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP	STEP J	STEP K	STEP L	STEP M	STEP N	STEP 0
Sergeant	\$66,002.01	\$67,652.06	\$69,302.11	\$71,034.66	\$72,767.21	\$74,586.40	\$76,405.58	\$78,315.71	\$80,225.85	\$82,231.50	\$84,237.15	\$86,343.08	\$88,449.00		\$92,871.45
	\$5,500.17	\$5,637.67	\$5,775.18	\$5,919.56	\$6,063.93	\$6,215.53	\$6,367.13	\$6,526.31	\$6,685.49	\$6,852.63		\$7,195.26	\$7,370.75		\$7,739.29
	\$31.73174	\$32.52503	\$33.31832	\$34.15128	\$34.98424	\$35.85884	\$36.73345	\$37.65179	\$38.57012	\$39.53438	\$40.49863	\$41.51109	\$42.52356		
Rotational Detective/OIC	\$55,396.00	\$56,780.90	\$58,165.79	\$59,619.94	\$61,074.08	\$62,600.94	\$64,127.79	\$65,730.98	\$67,334.18	\$69,017.53			\$74,235,93		
5% Above Police Officer	\$4,616.33	\$4,731.74	\$4,847.15	\$4,968.33	\$5,089.51	\$5,216.74	\$5,343.98	\$5,477.58	\$5,611.18	\$5,751.46		\$6,039.03	\$6,186.33		\$6,495.64
	\$26.63269	\$27.29851	\$27.96432	\$28.66343	\$29.36254	\$30.09660	\$30.83067	\$31.60143	\$32.37220	\$33.18151	\$33,99081	\$34.84058	\$35.69035		\$37.47487
Police Officer	\$52,758.09	\$54,077.04	\$55,395.99	\$56,780.89	\$58,165.79	\$59,619.94	\$61,074.08	\$62,600.93	\$64,127.78	\$65,730.98	\$67,334.17			\$72,468.40	\$74,235.93
	\$4,396.51	\$4,506.42	\$4,616.33	\$4,731.74	\$4,847.15	\$4,968.33	\$5,089.51	\$5,216.74	\$5,343.98	\$5,477.58	\$5,611.18				\$6,186.33
	\$25.36447	\$25.99858	\$26.63269	\$27.29851	\$27.96432	\$28.66343	\$29.36254	\$30.09660	\$30.83067					\$34.84058	
Reserve Police Officer	\$25.36447	\$25.99858	\$26.63269	\$27.29851	\$27.96432	\$28.66343	\$29.36254	\$30.09660	\$30.83067	\$31.60143				\$34.84058	\$35.69035
Reserve Investigator	\$25.00000													40	
			Shire was 1886	ASILET HORSE		ON-SWORN	Harry (Engl				MICHELLY CHIEF		dentalia (1980)		L
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K		STEP M		
Police Admin. Assistant	\$38,229.90	\$39,185.65	\$40,141.40	\$41,144.93	\$42,148.47	\$43,202.18	\$44,255.89	\$45,362.29	\$46,468.68	\$47,630,40				1	
	\$3,185.83	\$3,265.47	\$3,345.12	\$3,428.74	\$3,512.37	\$3,600.18		\$3,780,19	\$3,872.39	\$3,969.20	\$4,066,01	\$4,167.66		1	
	\$18.37976	\$18.83925	\$19.29875	\$19.78122	\$20.26369	\$20.77028	\$21.27687	\$21.80879	\$22.34071	\$22,89923	\$23,45775			1	
Police Dispatcher	\$38,289.18	\$39,246.41	\$40,203.64	\$41,208.73	\$42,213.82	\$43,269.17	\$44,324.51	\$45,432.63			\$48,867.78			1	
	\$3,190.77	\$3,270.53	\$3,350.30	\$3,434.06	\$3,517.82	\$3,605.76	\$3,693.71	\$3,786.05	\$3,878.39	\$3,975.35	\$4,072,31	\$4,174,12	\$4,275.93	İ	
	\$18.40826	\$18.86847	\$19.32867	\$19.81189	\$20.29511	\$20.80248	\$21.30986	\$21.84261	\$22.37536	\$22.93474	\$23,49412	\$24.08148	\$24,66883	1	
MLE	\$34,039.80	\$34,890.80	\$35,741.79	\$36,635.34	\$37,528.88	\$38,467.11	\$39,405,33	\$40,390,46	\$41,375.59	\$42,409,98	\$43,444.37				
	\$2,836.65	\$2,907.57	\$2,978.48	\$3,052.94	\$3,127.41	\$3,205.59	\$3,283.78	\$3,365.87	\$3,447.97	\$3,534.17	\$3,620.36	\$3,710.87	\$3,801.38		
	\$16.3653	\$16.7744	\$17.1836	\$17.6131	\$18.0427	\$18.4938	\$18.9449	\$19.4185	\$19.8921	\$20.3894	\$20.8867	\$21.4089	\$21.9311		
Police Records Techician	\$32,036.15	\$32,837.05	\$33,637.96	\$34,478.91	\$35,319.85	\$36,202.85	\$37,085.85		\$38,940.14					1	
	\$2,669.68	\$2,736.42	\$2,803.16		\$2,943.32	\$3,016.90		\$3,167.75	\$3,245.01	\$3,326.14	\$3,407.26	\$3,492,44	\$3,577.63		
_	\$15.4020	\$15.7870	\$16.1721	\$16.5764	\$16.9807	\$17.4052	\$17.8297	\$18.2755	\$18,7212		\$19,6573	\$20,1487	\$20,6401	1	

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units) 2nd Tier 2.5% Steps

ABLE 19/EFFECTIVE: 07/01/20							SALARY SCHEDULE						E	XHIBIT "B"	
							SWORN								
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	STEP N	STEP 0
Sergeant	\$68,642.09	\$70,358.14	\$72,074.19	\$73,876.05	\$75,677.90	\$77,569.85	\$79,461.80	\$81,448.34	\$83,434.89	\$85,520.76	\$87,606.63	\$89,796.80	\$91,986.97	\$94,286.64	\$96,586.31
	\$5,720.17	\$5,863.18	\$6,006.18	\$6,156.34	\$6,306.49	\$6,464.15	\$6,621.82	\$6,787.36	\$6,952.91	\$7,126.73	\$7,300.55	\$7,483.07	\$7,665.58	\$7,857.22	\$8,048.86
	\$33.00101	\$33.82603	\$34.65106	\$35.51733	\$36.38361	\$37.29320	\$38.20279	\$39.15786	\$40.11293	\$41.11575	\$42.11857	\$43.17154	\$44.22450	\$45.33012	\$46.43573
Rotational Detective/OIC	\$57,611.84	\$59,052.14	\$60,492.43	\$62,004.74	\$63,517.05	\$65,104.98	\$66,692.91	\$68,360.23	\$70,027.55	\$71,778.24	\$73,528.93	\$75,367.15	\$77,205.38	\$79,135.51	\$81,065.64
5% Above Police Officer	\$4,800.99	\$4,921.01	\$5,041.04	\$5,167.06	\$5,293.09	\$5,425.41	\$5,557.74	\$5,696.69	\$5,835.63	\$5,981.52	\$6,127.41	\$6,280.60	\$6,433.78	\$6,594.63	\$6,755.47
	\$27.69800	\$28.39045	\$29.08290	\$29.80997	\$30.53705	\$31.30047	\$32.06390	\$32.86549	\$33.66709	\$34.50877	\$35.35045	\$36.23421	\$37.11797	\$38.04592	\$38.97387
Police Officer	\$54,868.41	\$56,240.12	\$57,611.83	\$59,052.13	\$60,492.43	\$62,004.74	\$63,517.05	\$65,104.97	\$66,692.90	\$68,360.22	\$70,027.54	\$71,778.23	\$73,528.92	\$75,367.14	\$77,205.37
	\$4,572.37	\$4,686.68	\$4,800.99	\$4,921.01	\$5,041.04	\$5,167.06	\$5,293.09	\$5,425.41	\$5,557.74	\$5,696.69	\$5,835.63	\$5,981.52	\$6,127.41	\$6,280.60	\$6,433.78
	\$26.37905	\$27.03852	\$27.69800	\$28.39045	\$29.08290	\$29.80997	\$30.53704	\$31.30047	\$32.06389	\$32.86549	\$33.66709	\$34.50877	\$35.35044	\$36.23420	\$37.11797
Reserve Police Officer	\$26.37905	\$27.03852	\$27.69800	\$28.39045	\$29.08290	\$29.80997	\$30.53704	\$31.30047	\$32.06389	\$32.86549	\$33.66709	\$34.50877	\$35.35044	\$36.23420	\$37.11797
Reserve Investigator	\$25.00000														
					, , , , , , , , , , , , , , , , , , ,	ON-SWORN						490	100		
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M		
Police Admin. Assistant	\$39,759.10	\$40,753.07	\$41,747.05	\$42,790.73	\$43,834.40	\$44,930.26	\$46,026.12	\$47,176.78	\$48,327.43	\$49,535.62	\$50,743.80	\$52,012.40	\$53,280.99	1	
	\$3,313.26	\$3,396.09	\$3,478.92	\$3,565.89	\$3,652.87	\$3,744.19	\$3,835.51	\$3,931.40	\$4,027.29	\$4,127.97	\$4,228.65	\$4,334.37	\$4,440.08	1	
	\$19.11495	\$19.59282	\$20.07070	\$20.57246	\$21.07423	\$21.60109	\$22.12794	\$22.68114	\$23.23434	\$23.81520	\$24.39606	\$25.00596	\$25.61586	1	
Police Dispatcher	\$39,820.75	\$40,816.27	\$41,811.78	\$42,857.08	\$43,902.37	\$44,999.93	\$46,097.49	\$47,249.93	\$48,402.37	\$49,612.43	\$50,822.49	\$52,093.05	\$53,363.61	1	
	\$3,318.40	\$3,401.36	\$3,484.32	\$3,571.42	\$3,658.53	\$3,749.99	\$3,841.46	\$3,937.49	\$4,033.53	\$4,134.37	\$4,235.21	\$4,341.09	\$4,446.97	1	
	\$19.14459	\$19.62320	\$20.10182	\$20.60436	\$21.10691	\$21.63458	\$22.16226	\$22.71631	\$23.27037	\$23.85213	\$24.43389	\$25.04473	\$25.65558	1	
MLE	\$35,401.39	\$36,286.43	\$37,171.46	\$38,100.75	\$39,030.03	\$40,005.79	\$40,981.54	\$42,006.07	\$43,030.61	\$44,106.38	\$45,182.14	\$46,311.70	\$47,441.25		
	\$2,950.12	\$3,023.87	\$3,097.62	\$3,175.06	\$3,252.50	\$3,333.82	\$3,415.13	\$3,500.51	\$3,585.88	\$3,675.53	\$3,765.18	\$3,859.31	\$3,953.44	1	
	\$17.0199	\$17.4454	\$17.8709	\$18.3177	\$18.7644	\$19.2336	\$19.7027	\$20.1952	\$20.6878	\$21.2050	\$21.7222	\$22.2652	\$22.8083	1	
Police Records Techician	\$33,317.60	\$34,150.54	\$34,983.48	\$35,858.06	\$36,732.65	\$37,650.97	\$38,569.28	\$39,533.51	\$40,497.75	\$41,510.19	\$42,522.63	\$43,585.70	\$44,648.77		
	\$2,776.47	\$2,845.88	\$2,915.29	\$2,988.17	\$3,061.05	\$3,137.58	\$3,214.11	\$3,294.46	\$3,374.81	\$3,459.18	\$3,543.55	\$3,632.14	\$3,720.73]	
	\$16.0181	\$16.4185	\$16.8190	\$17.2395	\$17.6599	\$18.1014	\$18.5429	\$19.0065	\$19.4701	\$19.9568	\$20.4436	\$20.9547	\$21.4658	1	

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units) 2nd Tier 2.5% Steps

TABLE 19/EFFECTIVE: 07/	01/21						SALARY S	CHEDULE						E	XHIBIT "B"
			ta desta de la compansión	14.4		11.0	SWORN		. 19 N. P. B			* *************************************			
CLASSIFICATION:	STEP	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP	STEP J	STEP K	STEP L	STEP M	STEP N	STEP O
Sergeant	\$71,387.77	\$73,172.47	\$74,957.16	\$76,831.09	\$78,705.02	\$80,672.65	\$82,640.27	\$84,706.28	\$86,772.28	\$88,941.59	\$91,110.90	\$93,388.67	\$95,686.44	\$98,058.11	\$100,449.77
	\$5,948.98	\$6,097.71	\$6,246.43	\$6,402.59	\$6,558.75	\$6,722.72	\$6,886.69	\$7,058.86	\$7,231.02	\$7,411.80	\$7,592.57	\$7,782.39	\$7,972.20	\$8,171.51	\$8,370,81
	\$34.32105	\$35.17907	\$36.03710	\$36.93802	\$37.83895	\$38.78493	\$39.73090	\$40.72417	\$41.71744	\$42.76038	\$43.80332	\$44.89840	\$45,99348	\$47,14332	\$48.29316
Rotational Detective/OIC	\$59,916.31	\$61,414.22	\$62,912.13	\$64,484.93	\$66,057.74	\$67,709.18	\$69,360.62	\$71,094.64	\$72,828.65	\$74,649.37	\$76,470.09	\$78,381.84	\$80,293,59		\$84,308.27
5% Above Police Officer	\$4,993.03	\$5,117.85	\$5,242.68	\$5,373.74	\$5,504.81	\$5,642.43	\$5,780.05		\$6,069.05	\$6,220.78	\$6,372.51	\$6,531.82	\$6,691,13	\$6,858,41	\$7,025.69
	\$28.80592	\$29.52607	\$30.24622	\$31.00237	\$31.75853	\$32.55249	\$33.34645	\$34.18011	\$35.01378	\$35.88912	\$36.76446		\$38,60269	\$39.56776	\$40.53282
Police Officer	\$57,063.15	\$58,489.73	\$59,916.30	\$61,414.21	\$62,912.12	\$64,484.92	\$66,057.72	\$67,709.17		\$71,094,63		\$74,649.36	\$76,470.07		\$80,293.58
	\$4,755.26	\$4,874.14	\$4,993.03	\$5,117.85	\$5,242.68	\$5,373.74	\$5,504.81	\$5,642.43	\$5,780.05	\$5,924.55	\$6,069.05		\$6,372.51	\$6.531.82	\$6,691.13
	\$27.43421	\$28.12006	\$28.80592	\$29.52606	\$30.24621	\$31.00237	\$31.75852	\$32.55248	\$33.34645	\$34.18011	\$35.01377		\$36.76446		\$38.60268
Reserve Police Officer	\$27.43421	\$28.12006	\$28.80592	\$29.52606	\$30.24621	\$31.00237	\$31.75852	\$32.55248	\$33.34645	\$34.18011			\$36,76446	\$37.68357	\$38.60268
Reserve Investigator	\$25.00000												000.101.10	407.00007	\$00.00200
		as all har it is		Shirt Addition	na i Najara ja 11 N	ON-SWORN		er en		rielis e sette i		Elice Strapping	enetificación de		
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP	STEP J	STEP K		STEP M	1	
Police Admin. Assistant	\$41,349.46	\$42,383.20	\$43,416.94	\$44,502.36	\$45,587.78	\$46,727.48	\$47,867.17	\$49.063.85	\$50.260.53			\$54,092.90		1	
	\$3,445.79	\$3,531.93	\$3,618.08	\$3,708.53	\$3,798.98	\$3,893.96	\$3,988.93	\$4,088.65	\$4,188.38	\$4,293.09	\$4,397,80		\$4,617.69	1	
	\$19.87955	\$20.37654	\$20.87353	\$21.39537	\$21.91720		\$23.01306		\$24,16372	\$24.76781	\$25,37190		\$26.64050	ĺ	
Police Dispatcher	\$41,413.58	\$42,448.92	\$43,484.26	\$44,571.37	\$45,658.47		\$47,941.40					\$54,176,77	\$55,498.16	ľ	
	\$3,451.13	\$3,537.41	\$3,623.69	\$3,714.28	\$3,804.87	\$3,899.99	\$3,995.12	\$4.094.99	\$4,194.87	\$4,299.74	\$4,404.62	\$4,514.73	\$4,624.85	1	
	\$19.91038	\$20.40813	\$20.90589	\$21.42854	\$21.95119	\$22.49997	\$23.04875		\$24.20119	\$24.80621	\$25,41124	\$26.04653	\$26.68181		
MLE	\$36,817.45	\$37,737.89	\$38,658.32	\$39,624.78	\$40,591,24		\$42,620.80								
	\$3,068.12	\$3,144.82	\$3,221.53	\$3,302.07	\$3,382.60	\$3,467.17	\$3,551.73	\$3,640.53	\$3,729.32	\$3.822.55	\$3,915.79	\$4.013.68	\$4,111.58		
	\$17.7007	\$18.1432	\$18.5857	\$19.0504	\$19.5150	\$20.0029	\$20,4908	\$21.0030	\$21.5153	\$22.0532	\$22.5911	\$23.1559	\$23.7206		
Police Records Techician	\$34,650.30	\$35,516.56	\$36,382.82	\$37,292.39			\$40,112.05		\$42,117.66			\$45,329.13			
	\$2,887.53	\$2,959.71	\$3,031.90		\$3,183.50	\$3,263.08	\$3,342.67	\$3,426.24	\$3,509.80	\$3,597.55	\$3,685.29	\$3,777.43	\$3,869.56		
	\$16.6588	\$17.0753	\$17.4917	\$17.9290	\$18.3663	\$18.8255	\$19.2846	\$19,7668	\$20.2489	\$20.7551	\$21.2613	\$21,7928	\$22.3244		
	·								72312100	+-+.1001	V2010	V= 020	WLL.UZ74	1	

Commission Procedure C-3 Law Enforcement Code of Ethics

Purpose

3-1. Code of Ethics: To insure that all peace officers are fully aware of their individual responsibilities to maintain their own integrity and that of their agency, every peace officer, during basic training, or at the time of appointment, shall be administered the Law Enforcement Code of Ethics, as prescribed in Section 1013 of the Regulations.

Code of Ethics

- 3-2. AS A LAW ENFORCEMENT OFFICER, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.
 - I WILL keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.
 - I WILL never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.
 - I RECOGNIZE the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God⁽¹⁾ to my chosen profession...law enforcement.

¹ Reference to religious affirmation may be omitted where objected to by the officer.

CITY OF OROVILLE RESOLUTION NO. 9229

A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING THE UPDATED CITY OF OROVILLE POLICY MANUAL

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

- a. The Council hereby ratifies all documents relating to the updated City of Oroville policy manual.
- b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 20, 2024, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	David Pittman Mayor
	David I Ittilian Mayor
APPROVED AS TO FORM:	ATTEST:
Scott E. Huber, City Attorney	Kayla Reaster Acting City Clerk



Invoice

#INVLEX1232566

2/1/2024

Bill To City of Oroville, CA 1735 Montgomery St. Oroville CA 95965 United States

End User City of Oroville, CA

Terms Net 30	Due Date 3/2/2024	PO #	Contract Term 3/1/2024 to 2/28/2025	
Description		Qty	Rate	Amount
Annual Local Government Administration Policy Manual & Daily Training Bulletins		/ 1	\$4,955.45	\$4,955.45
Annual Local Government Supplemental Manual(s)		Ĭ	\$1,899.20	\$1,899.20
Your invoice includes a 5 % discount.			Subtotal	\$6,854.65
SOURCEWELL City of Oroville ID#98661 SOURCEWELL Lexipol ID# 011822-LXP			Tax Total (%)	\$0.00
			Invoice Total	\$6,854.65
			Amount Paid	\$0.00
			Amount Due	\$6,854.65

Click here to submit your accounting inquiry

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at LEXIPOL CUSTOMER PORTAL If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to: Lexipol, LLC 2611 Internet Blvd, Suite 100 Frisco, Tx 75034-9085



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: FRED MAYO, PUBLIC WORKS DIRECTOR

JOSH FREITAS, ASSISTANT ENGINEER

RE: STREETS PROJECT OVERVIEW AND UPDATE

DATE: FEBRUARY 20, 2024

SUMMARY

The City Council will hear a presentation with a conceptual design framework and the planned public outreach process for improvements on Washington Avenue and Table Mountain Boulevard. The Council will also hear brief updates on other city road projects.

DISCUSSION

Josh Freitas, Assistant City Engineer, will outline proposed road improvements for Oroville's Streets projects, including Washington Avenue and Table Mountain Boulevard. Information regarding these potential projects will be presented in a series of public meetings to gather input for a planned grant application for design and construction of the two streets. If the grant is successful, construction should be complete by the end of 2028.

Staff will also present short updates on the status of other city roadway projects, including Ophir Road and Nelson Avenue and the Montgomery Street Roundabout.

FISCAL IMPACT

Washington and Table Mountain projects are estimated at \$17,000,000. Staff are seeking grant funding to pay for \$15,660,000 of this project. Impact fees would cover the majority of the local funds needed of \$1,340,000.

RECOMMENDATION

Staff seeks Council's approval to move forward with the public outreach and grant application processes.

ATTACHMENTS

Power Point presentation at the meeting.

Page 1

City of Oroville Oroville Streets Projects Update



02/20/2024

Outline

- Goals
- Project Boundaries
- Current Issues
- Proposed Improvements
- Preliminary Timeline
- Preliminary Funding
- Public Outreach

Goals

- Improve Safety
- Establish the First North to South Pedestrian/Bike Corridor
- Promote Healthy Alternative Forms of Transportation
- Road Repaving

Project Boundary

- Phase 1: Washington Avenue Complete Streets Project
 - Oro Dam Boulevard to Montgomery Street Roundabout.

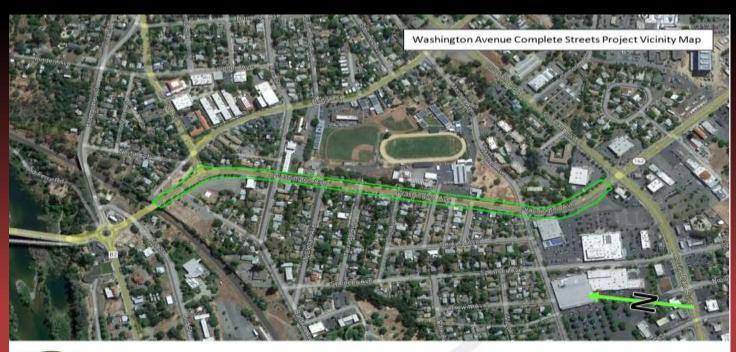


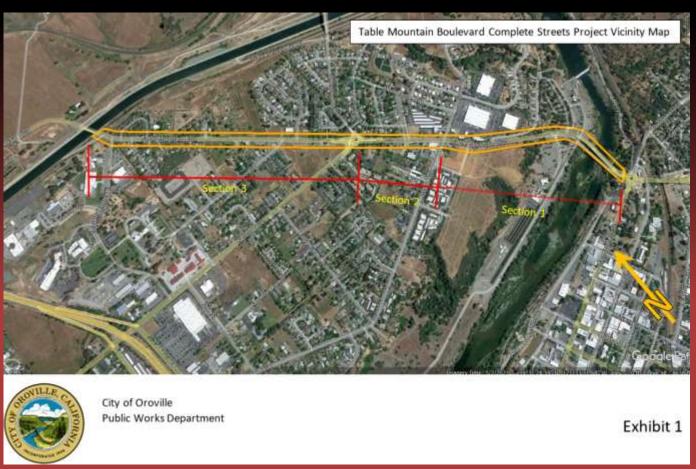


Exhibit 1

Project Boundary Continued

- Phase 2: Table Mountain Boulevard Complete Streets Project
 - Montgomery Street
 Roundabout to County Center

 Drive.



Current Issues

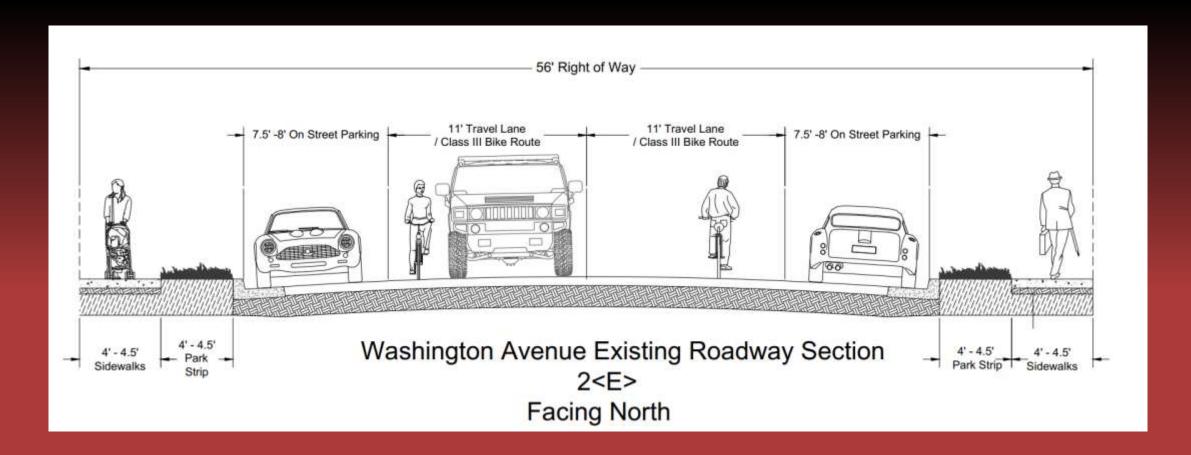
• Washington Avenue:

- Narrow Sections
- Class 3 Bike Route
- Pavement
- Arterial Roadway
- Limited Pedestrian Facilities
- Utilities

• Table Mountain Boulevard:

- Undeveloped Sections
- Limited Pedestrian and Biking Facilities
- Pavement
- Large Recent Residential Developments
- Only Access Pedestrian/Bike Route to Main Portion of City
- High Speeds

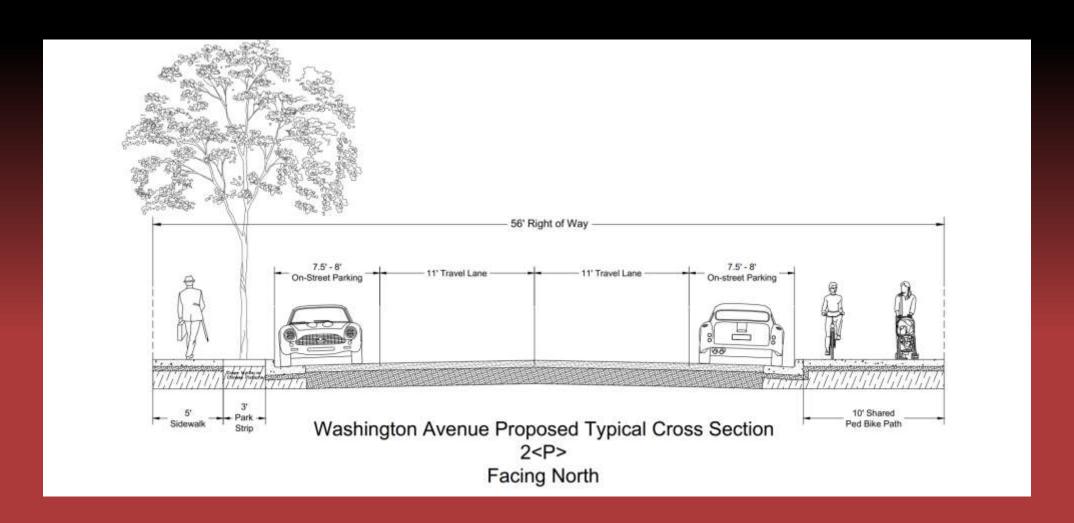
Current Issues Continued



Proposed Improvements

- Pavement Replacement
- 10ft Protected Shared Pedestrian/Bike Path
- Full Sidewalk Gap Closure/Sidewalk Replacement
- ADA Curb Ramp Compliance
- New Crosswalks with Rapid Flashing Beacons
- Bulb Outs
- Street Lighting
- Landscaped Medians
- Street Trees
- Bus Stops
- Drainage Improvements

Proposed Improvements Continued



Preliminary Timeline





April 2, 2024

Council to Approve Project Scope for Grant Applications



June 2024

ATP Grant
Applications Due



March 2024 – December 2024

Environmental Review Phase



December 2028
Project Completion



April 2027-December 2028

Construction



June 2025 – December 2026

Right of Way Phase



March 2025 – October 2026

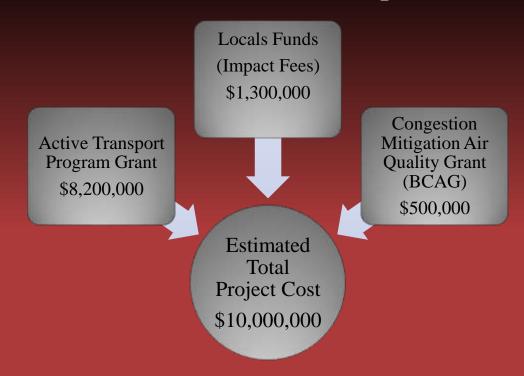
Project Design Phase

Preliminary Funding

Washington Avenue Complete Streets

Active Transport Program Grant \$4,460,000 Estimated Total Project Cost \$7,000,000

Table Mountain Boulevard Complete Streets



Public Outreach

- Public Outreach Meetings Planned:
 - February 27th at 5:00PM, Oroville City Council Chambers.
 - March 12th at 5:00 PM, Oroville City Council Chambers.
 - More to Come.
- Online Surveys
- Farmers Markets
- Other Stakeholders:
 - Schools
 - Churches
 - Clubs

Upcoming Projects

- SR 162 Pedestrian Mobility Project kick off meeting February 16, 2024; construction to begin spring 2024; estimated completion summer 2025
- Nelson Avenue Resurfacing project ready to proceed. Working with TWSD to firm up construction timing of water main relocation. Project completion is summer 2024
- Montgomery Street Roundabout construction planned for 2024/2025.
- Ophir Road Construction timeline is uncertain at this time been working in an attempt for coordinated efforts with the County on a collaborative project.
- Slurry projects on hold pending funding of projects outlined above.

Questions





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: FRED MAYO – DIRECTOR OF PUBLIC WORKS

RE: CONTRACT WITH BLUE TENT FARMS LLC FOR GOAT GRAZING

VEGETATION MANAGEMENT

DATE: FEBRUARY 20, 2024

SUMMARY

The Council may award a three-year contract to Blue Tent Farms for goat grazing vegetation management services of 15 City owned locations for the amount of \$111,716.50 annually for a total of \$335,149.50 for three years.

DISCUSSION

On January 22, 2024, staff issued a Request for Proposal (RFP) for goat grazing vegetation management services which closed on February 9, 2024, at 2:00pm. One proposal was received, which was complete and subsequently selected. An additional area, known as Dry Creek, was included under an additive alternative, which had been previously managed under the last grazing contract. The selected bidder is Blue Tent Farms LLC, operating as Western Grazers, with an annual bid amount of \$111,716.50.

FISCAL IMPACT

The funds will come from Account 3001 Streets - 7135 Weed Abatement and 3111 Parks - 7135 Weed Abatement, Fund 100 (General Fund Balance).

RECOMMENDATION

Staff recommends that the Council award the goat grazing contract Blue Tent Farms LLC for the Fuel Reduction and Goat Grazing Project and direct the City Administrator to sign agreements.

ATTACHMENTS

RFP:

Grazing locations map;
Bid Summary; and
Submitted Proposal documents.

CITY OF OROVILLE REQUEST FOR PROPOSALS

Goat Grazing Vegetation Management Services

February 2024

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REQUEST FOR PROPOSAL

The City of Oroville ("Oroville" or "City") is accepting Proposals to provide Goat Grazing Vegetation Management Services in Oroville, California.

This Contract shall include the furnishing of all labor, materials and services as set forth in the Scope of work section of this Request for Proposal (RFP). The contract term will be for three (3) years.

Obtaining Contract Documents: Proposal Documents may be obtained from:https://www.cityoforoville.org/business/invitation-to-bid/request-for-proposals (public purchase)

Proposals are due to the City of Oroville on or before 2:00 p.m., local time, on February 9th, 2024, at City Hall, 1735 Montgomery St, Oroville, California, 95965. Proposals received after said time or at any other place other than the time and place stated herein will not be considered. *Postmarks will not be accepted.*

Proposals will be evaluated and awarded in accordance with the City of Oroville Purchasing Policy, copies of which are available upon request. The selected proposal will be recommended for contract award to the Oroville City Council at a meeting within sixty (60) days after the final date of proposal acceptance. The City of Oroville reserves the right to reject any and all proposals, or to waive any irregularities or informalities in any proposal.

The selected Contractor shall be required to adhere to California Labor Code section 1770, et seq., and shall pay its building trade contractors based on the prevailing wage rates, which are established and issued by the Department of Industrial Relations ("DIR"). It is the Contractor's and any subcontractor's duty to employ registered apprentices for the work contemplated under this Contract to the extent required by Labor Code section 1777.5.

Pursuant to Labor Code section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR, the City reserves the right to not enter into the contract if the Contractor and/or the subcontractor(s) are not properly registered.

The successful Contractor must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and shall comply with the Americans with Disabilities Act.

Submittals shall be in accordance with the requirements set forth in the RFP documents. Submission of a proposal shall constitute a firm offer to the City of Oroville. Any **questions** concerning this RFP should be addressed to Frederick Mayo at (530) 538-2405, email: fmayo@cityoforoville.org or sent to City of Oroville Public Works Department, Attention: Frederick Mayo at 1735 Montgomery St, Oroville, CA 95965.

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PROPOSAL INFORMATION FOR CONTRACTORS

TENTATIVE SCHEDULE OF ACTIVITIES

The tentative schedule of key milestones related to the City of Oroville Goat Grazing Vegetation Management Services is as follows:

Issuance of Request for Proposal	January 22, 2024
Written Questions Submission Deadline	January 29, 2024
City Response to Written Questions	February 2, 2024
Receipt of Proposals to City (by 2 p.m.)	February 9, 2024
Staff Recommendation to City Council	February 20,2024
Contract Award	February 27,2024

1. SCOPE AND LOCATION OF WORK

Refer to attached schedule for grazing locations. Agreed upon properties may be grazed twice during the year. Herdsman to be present at site 24 hours a day, 7 days a week. Camp trailer and various other equipment are permitted. In addition, the herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind an electric netting that will be signed alerting the public that the fencing is electric. Contractor responsible for trimming areas manually or mechanically along fence line and edges of adjacent hardscape.

The contractor is responsible for complying with CFDW routine maintenance requirements. Contractor is responsible for fencing off environmentally sensitive plants, birds or animal or habitat.

The sites vary in size and terrain (see attached site maps). Obtaining water to fill tanks and such will be made available by the City of Oroville.

The health and safety of the animals and herdsman are at the discretion of the owner and herdsman on job site locations. Any and all veterinarian services will be at the discretion of the livestock owner. Should a veterinarian be needed, the grazer will call their veterinarian and will remove the animal from the owner's property for prompt treatment.

The City of Oroville will be named as additional insured on a general liability insurance policy. A Waiver of Subrogation will be required.

2. EXAMINATION OF CONTRACT DOCUMENTS

Each Contractor shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, and addenda (if any). Submission of a Proposal shall constitute acknowledgment, upon which Oroville may rely, that the Contractor has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a Contractor to receive or examine any of the Contract Documents shall in no way relieve them of any obligation with respect to their Proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3. INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any Contractor as to the meaning of the Contract Documents. Requests for interpretation shall be made in writing and delivered to the Public Works Department by January 29, 2024. Interpretations, where necessary, will be made by the City in the form of an addendum to the Contract Documents and, when issued, will be sent to all contractors by January 29, 2024. All such addenda shall become part of the Contract. Requests for *information shall be directed to:*

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Frederick Mayo Public Works Director City of Oroville, Public Works Department 1735 Montgomery St Oroville, CA 95965

Phone: (530) 538-2405

Email: fmayo@cityoforoville.org

It shall also be the Contractor's responsibility to call to the attention of the City any missing pages in the Contract Documents, including the addenda. These items shall be brought to the attention of Frederick Mayo at 1735 Montgomery St, Oroville, CA 95965, phone (530) 538-2405 or email to mayo@cityoforoville.org in writing by January 29, 2024.

4. PROPOSALS

Contractors must prepare and submit all required documents. Unauthorized conditions, omissions, limitations or Provisos attached to a Proposal may render the Proposal non-responsive and may cause its rejection.

Each Proposal shall be labeled and delivered to Frederick Mayo Director, City of Oroville Public Works Department, 1735 Montgomery St, Oroville, California, 95965 by February 9th, 2024 at 2:00 p.m. Submit the criteria-based information in a sealed envelope. The cost proposal must be placed in a separate sealed envelope. Contractors are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) Proposals or modifications will be considered. Proposal forms received after the deadline date will not be accepted. Postmarks will not be accepted. No Contractor may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals.

The City of Oroville reserves the right to reject any or all Proposals; to make any awards or any rejections in what it alone considers to be in the best interest of Oroville and waive any informalities or irregularities in the Proposals.

Proposal Requirements: Proposals must include, at a minimum, the following information:

- A. Proposals shall include a cover letter and all information that is identified in the evaluation criteria on page 8.
- B. <u>Schedule of Fees:</u> Proposal price as specified in the Schedule of Fees, shall include everything necessary for the completion of and fulfillment of the Maintenance Services, including but not limited to, furnishing all transportation, materials, equipment, and all management, superintendence, labor and services, except as may be provided otherwise in the Contract Documents. The basis of payment shall be made within 30-days of receiving invoice. The City reserves the right to negotiate cost proposals for work.
- B. <u>Additional Work:</u> City has the authority to direct additional work as needed. Additional work outside the Scope of Services will require written approval from City prior to the commencement of work. Costs for additional work completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.
- C. Taxes: Proposal prices shall include all applicable federal, state, and local taxes.

5. AWARD OF CONTRACT

The award of contract, if any, will be made within approximately sixty (60) days after the Proposal opening to the Contractor as outlined in the Selection Process. Each Proposal, as submitted, shall,

remain in effect for sixty (60) calendar days after the date the Proposals are opened. No Contractor may withdraw its Proposal during this time period. Proposals will be evaluated and awarded in accordance with the City of Oroville Purchasing Policy, copies of which are available upon request. The City of Oroville reserves the right to reject any and all Proposals or to waive any irregularities or informalities in any Proposal or in the RFP procedures.

Proposals will be evaluated based upon criteria used to evaluate qualifications as well as bid price.

Contractor shall be bound to the prices on the Schedule of Fees for the duration of the contract term except as indicated within the contract to include options if awarded by City. Contract term will be for three years.

6. COMPLIANCE WITH APPLICABLE LAWS

Prior to award of a contract resulting from this solicitation, the Contractor shall furnish, upon City of Oroville's request, verification of payment to its employees California's prevailing wages as required by law. In addition, upon Oroville's request, Contractor shall affirm in writing that its employees have met all requirements for working in the United States as set forth in Section 1324a(b) of Title 8 of the United States Code, including supplying all necessary documentation for completion of the I-9 Employment Verification form.

Pursuant to Labor Code section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR the City reserves the right to not enter into the lease agreements if the Contractor and/or the subcontractor(s) are not properly registered.

7. CITY OF OROVILLE BUSINESS LICENSE

Contractor shall apply for a City of Oroville Business License and submit it upon notice of award.

8. CITY RIGHTS

The City may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The City also reserves certain rights, including, but not limited to, the following:

Reject any or all of the proposals.

Issue subsequent RFPs.

Cancel the entire RFP.

Remedy technical errors in the RFP process.

Appoint evaluation committees to review qualifications or proposals.

Seek the assistance of outside technical experts in qualification or proposal evaluation.

Approve or disapprove the use of particular subcontractors.

Establish a short list of firms eligible for discussions after review of the RFP.

Negotiate with any, all, or none of the firms.

Solicit best and final offers from all or some of the firms.

Award a contract to one or more firms.

Waive informalities and irregularities in the RFP.

Award without discussion.

Determine not to enter into the lease agreements, if an agreement on the Guaranteed Maximum Price is not reached or the City is unable to secure Project financing to the District's satisfaction.

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Add additional related work to the Project.

Delete items from the Project.

Determine that DVBE requirements do/do not apply.

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9. CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

The City of Oroville will regularly inspect the Contractor(s)' work. For any site that fails to meet City standards as a result of some action that is Contractor's responsibility, the Contractor is to notify the City immediately and develop a plan to bring the site back to compliance. Should the City notice the Contractor of a site(s) that does not meet City standards, and the City has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance. The following penalty will result:

1. The payment for the specific site(s) will be withheld by the City until the site has met standards.

The parties will observe the following problem resolution process:

- Written notice of problem
- Field conference with inspector/Contractor's field representative to identify problem and agree on solution as presented by Contractor
- Conference between City's representative and Contractor's principal
- Imposition of penalties and/or correcting defect at Contractor's cost
- Termination of Contract

10. INSPECTION OF SITE OF WORK

Contractors are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Contractors may apply to the City for additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy himself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a proposal by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on their own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

11. PROPOSALS ARE PUBLIC RECORDS

Each Contractor is hereby informed that upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- A. The City shall consider each proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, etc. seq.), unless there is a legal exception to public disclosure.
- B. If a Contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act and (3) the Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

12. COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A PROPOSAL.

13. SUBMITTAL REQUIREMENTS

The Contractor shall submit one (1) copy of the Schedule of Fees to the City of Oroville, Goat Grazing Vegetation Management Services in a separately sealed envelope and one (1) copy of the items that meet the Evaluation Criteria listed in the table below in a separate envelope and send to:

City of Oroville Attention: Frederick Mayo Public Works Director 1735 Montgomery St Oroville, CA 95965

City staff will accept proposals for City of Oroville Goat Grazing Vegetation Management Services until <u>2:00</u> <u>p.m. on February 9th. 2024</u>. Postmarks will not be accepted, and late Proposals will not be considered.

Goat Grazing Vegetation Management Services Proposal Evaluation

Responding Firm's Name:		
Evaluator:	Date:	
EVALUATION CRITERIA	MAXIMUM POINTS	SCORE
Firm's Background		
Provide cover letter and supporting information to your company's ethical and professional standing. Provide references.	40	
Proof of Experience		
Experience with public sector grazing.	35	
Professional, Technical and Financial Resources		
• Ability to work efficiently, effectively and responsibly in the required time.	25	
TOTAL	100	
Evaluator Signature:	Date	

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GENERAL CONDITIONS

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GENERAL CONDITIONS

1. RENDITION OF SERVICES

The Contractor hereby agrees to undertake, carry out and complete all work established herein in a professional and timely manner satisfactory to City of Oroville standards.

2. CONTRACTOR'S STATUS

Neither the Contractor nor any party contracting with the Contractor shall be deemed to be an agent or employee of Oroville. The Contractor is and shall be an independent Contractor, and the legal relationship of any person performing work for the Contractor shall be one solely between said parties.

3. RELEASE OF INFORMATION

The Contractor shall not release any reports, information, or promotional materials prepared in connection with the Agreement without obtaining the prior permission of Oroville by providing a copy to Oroville for review, comments and approval.

4. NOTICE TO PROCEED

As soon as practical after execution of the Contract, and after receipt of acceptable insurance certificates by City of Oroville, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be agreed upon by the Contractor and the City of Oroville.

5. ACCEPTANCE

- A. Acceptance by City of Oroville of any services furnished under the Contract shall occur only subsequent to the final review of authorized employees of Oroville.
- B. City of Oroville shall reject and refuse to pay for, any and all non-conforming services.
- C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the Contractor specified in this Contract.

6. LEGAL RELATIONS AND RESPONSIBILITIES

A. The Contractor shall keep fully informed concerning all requirements of law, including, but not limited to all federal, state, and local laws and regulations which in any manner affect the performance of work under this Contract. The Contractor shall at all times observe, and shall cause all employees and sub-contractors to observe, all such requirements of law and shall protect, indemnify, defend, and hold harmless City of Oroville, its Directors, officers, agents and employees against all claims and liabilities arising from or based on the violation of any such requirement of law whether by the Contractor or their employees or sub-contractors. If any discrepancy or inconsistency is discovered in the Contract of the work in relation to any such requirements or laws, the Contractor shall immediately report the same to Oroville.

B. If any part of these Contract Documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force and effect.

7. COMPLIANCE WITH LAWS AND REGULATIONS

All services furnished pursuant to this Agreement shall be in compliance with all federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by City of Oroville, provide certification and evidence of such compliance.

8. CONTRACT CHANGE ORDER / AMENDMENT

A. City of Oroville may at any time make alterations, deviations, additions to or deletions from the Contract Documents, and may increase or decrease the quantity of any item or portion of the work, or delete any item or portion of the work, and may require extra work, as determined by Oroville to be necessary or advisable. All such work shall be performed under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered.

- B. Any such changes will be set forth in a written Contract Change Order issued by City of Oroville. The Contract Change Order/Amendment will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Contract Change Order or Amendment shall not become effective until the City Manager has signed it.
- C. No changes or deviations from the Contract Documents shall be made without an approved Contract change order, except in the case of emergency. In such case and upon receipt of a written directive signed by the City Manager, the Contractor shall proceed with the ordered work and City of Oroville will prepare a written contract change order for approval and issuance to the Contractor as soon thereafter as practicable.
- D. In the event, the Contractor encounters any unanticipated conditions or contingencies that may affect the Scope of Services and would result in an adjustment in the amount of cost of the Contract, the Contractor shall so advise Oroville in writing immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting thereof.
- E. Disagreement by the Contractor with Oroville's determination of the need for, or amount of, an adjustment in Contract price or Contract time associated with an approved contract change order or amendment (or disagreement by the Contractor with Oroville's determination that a change has not occurred and no contract change order or amendment is needed) shall not, under any circumstances relieve the Contractor from its obligation to promptly begin and diligently prosecute the work, including the change, as described in the approved contract change order or amendment.

9. HAZARDOUS CHEMICALS AND WASTES

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to Oroville. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against City of Oroville by any agency as a result of such release and shall hold harmless, indemnify and defend Oroville from any claims arising from such release. For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against Oroville, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including Oroville.

If the performance of the work outlined by these Contract Documents creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own

Environmental Protection Agency Generator Number. The contractor shall provide the City with copies of the disposal forms. In no event shall the City of Oroville be identified as the generator. The Contractor shall notify Oroville of any such hazardous wastes and Oroville reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend Oroville from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

10. SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

11. RESPONSE TIME

Contract supervision shall be immediately available at all times Contractor employees are working on sites and must be available twenty-four (24) hours a day via fax or telephone and must respond to an emergency situation/major discrepancy in the Contract within two hours of initial contact.

12. QUALIFIED CONTRACTOR SUPERVISION

All of Contractor's supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction of all Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

13. CONTRACTOR'S EMPLOYEES

Only Contractor's employees are allowed on premises. At all times, personnel shall wear uniforms. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees shall not use tobacco products, drugs, alcohol or other items of this nature anywhere on premises or within 1,000 feet of City property.

14. COMMENCEMENT OF WORK, PROGRESS, AND TIME FOR COMPLETION

The Contractor shall commence work upon execution of the Contract and shall diligently prosecute the same to completion within the time set forth in these Contract Documents. Failure to diligently prosecute the work for more than five (5) working days shall constitute a breach of contract.

Hours of Work. The Contractor shall perform all regular work during the working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise agreed to in writing.

CONTRACT FOR SERVICES

THIS CONTRACT is made on Oroville ("City"), and	, 20, by and between the CITY OF ("Contractor").
,	WITNESSETH:
•	grazing vegetation management services for a ude the furnishing of all labor, materials and services as "A");
· · · · · · · · · · · · · · · · · · ·	presented a proposal for such services to the City, reto as Exhibit "A") and is duly licensed, qualified and
NOW, THEREFORE, the parties	hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Scope of Work, attached hereto and incorporated herein by this reference as **Exhibit "__"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

- A. The services of Contractor are to commence upon execution of this Contract by the City and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit** "__."
- B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.
- C. The City Administrator or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for [a period of _____] **OR** [a period equal to the original term of this Contract] in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

- B. Said amount shall be paid upon submittal of a [final] [monthly] [other] billing [showing completion of the tasks that month]. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the [final] [monthly] [other] billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.
- C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

- A. This Contract may be terminated by either party, provided that the other party is given not less than [____] calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.
- C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

- A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.
- B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

- A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.
- B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

FOR WORK SUBJECT TO PREVAILING WAGES [C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720 and is subject to the

payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of Exhibit "___".]

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

- A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit** "__" in a manner which is consistent with the generally accepted standards of Consultant's profession.
- B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.
- C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.
- D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Administrator determines in writing that Consultant's duties are more limited in scope than is

warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

- A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).
- B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence

of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

- 1. Worker's Compensation and Employer's Liability Insurance
- a. Worker's Compensation Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.
- Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.
- 2. Commercial General Liability Insurance
 - a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than [\$1,000,000.00] per occurrence and [\$2,000,000] general and products/completed operations aggregates.
 - b. The commercial general liability insurance shall also include the following:
 - i. Endorsement equivalent to CG 2010 0714 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.
 - iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

- a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than [\$1,000,000.00] per accident.
- b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).
- 4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than [\$1,000,000] per claim.
- C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.
- D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.
- E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.
- F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

- A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.
- B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

- C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.
- D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.
- E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Consultant:

- F. This Contract shall be interpreted and governed by the laws of the State of California.
- G. Any action arising out of this Contract shall be brought and maintained in Butte County California, regardless of where else venue may lie.
- H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

Item 9.

CITY OF OROVILLE

	By:
	David Pitman, Mayor City of Oroville
ATTEST:	
By: Kayla Reaster, City Clerk	
APPROVED AS TO FORM:	
By:	
Scott Huber, City Attorney	

EXHIBIT A

Consultant Proposal/Schedule of Fees

EXHIBIT B

Schedule of Performance

Contract Start Date: 04-14-2024	Contract End Date: 4-14-2027	

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EXHIBIT ___

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 [Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONS	SULTANTS		
Ву: _			
-	[Title]		

EXHIBIT ___

LABOR COMPLIANCE

1. PREVAILING WAGE

- A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other workplace posters required by law.
- B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal and will not under any circumstances be considered as the basis of a claim against the City.
- C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

- A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.
- B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

- C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.
- D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

- (a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.
- (b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.
- $\left(c\right)$ For Agricultural occupations, reference Order #14 regarding overtime provisions.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

Consultant Questionnaire

Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Consultants, **as defined by Section 18701**, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Comp	any N	ame		
Name	of Co	onsultant*		(Agreement Date)
Comp	any a	onsultant* (First Name) (Middle Initia ddress	al) Phone	(Last Name)
		Zip		
		City Dept		
		Date of Project Completion		
Α.	Will	consultant make governmental decision whether to		
	1. 2. 3.	Approve a rate, rule, or regulation? Adopt or enforce a law? Issue, deny, suspend, or revoke any permit, license application, certificate, approval, order, or similar authorization or entitlement?	÷,	Yes No Yes No Yes No
	4.	Authorize the agency to enter into, modify, or renew contract provided it is the type of contract which requires agency approval?	v a	Yes □ No □
	5.	Grant agency approval to a contract which requires agency approval and in which the agency is a party the specifications for such a contract?		Yes □ No □
	6.	Grant agency approval to a plan, design, report, study, or similar item?		Yes □ No □
	7.	Adopt, or grant agency approval of, policies, standa or guidelines for the agency, or for any subdivision		Yes □ No □
В.	tl tl	Will the consultant serve in a staff capacity with the City hat capacity perform the same or substantially all the shat would otherwise be performed by an individual hold in the City's Conflict of Interest Code?	ame duties for the	
	Will	consultant manage public investments?		Yes □ No □
Name	of Cit	vy Staff Person Completing Questionnaire	 Date	

Date

^{*}If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation

Item 9.

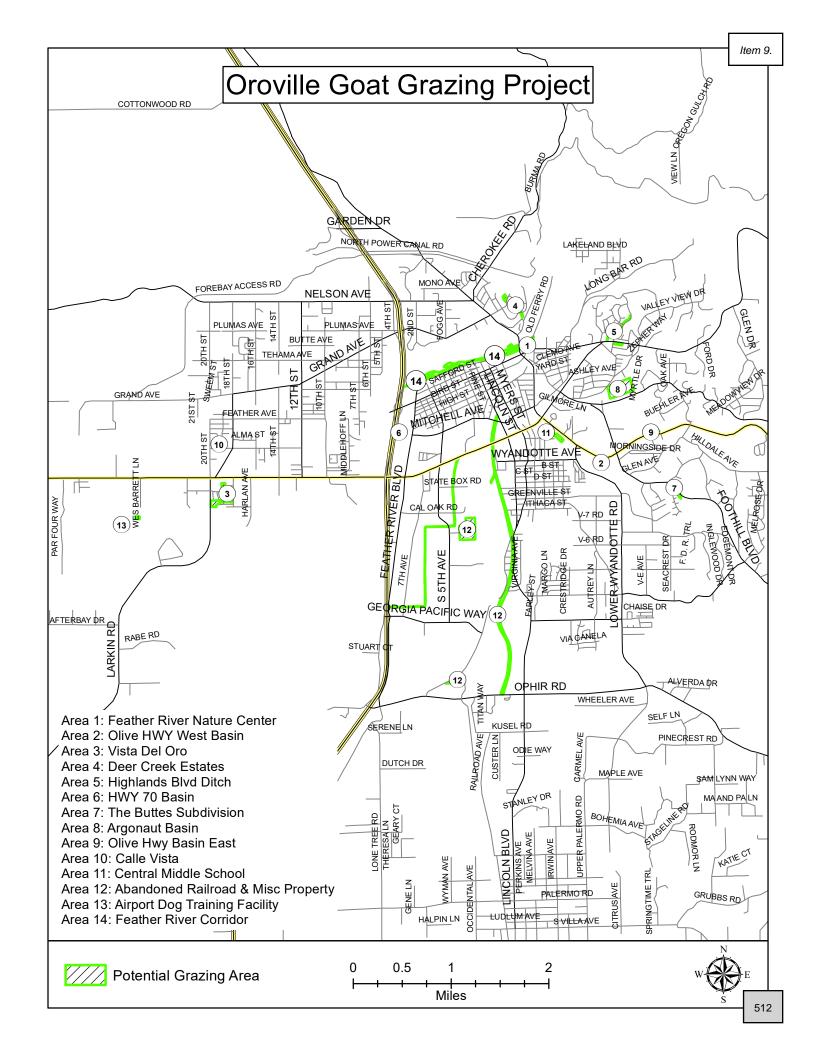
Schedule of Fees

Item 9.

Goat Grazing Schedule

Grazing Maps

Item 9.







Oroville Goat Grazing Project
Area: 1 - Feather River Nature Center Property

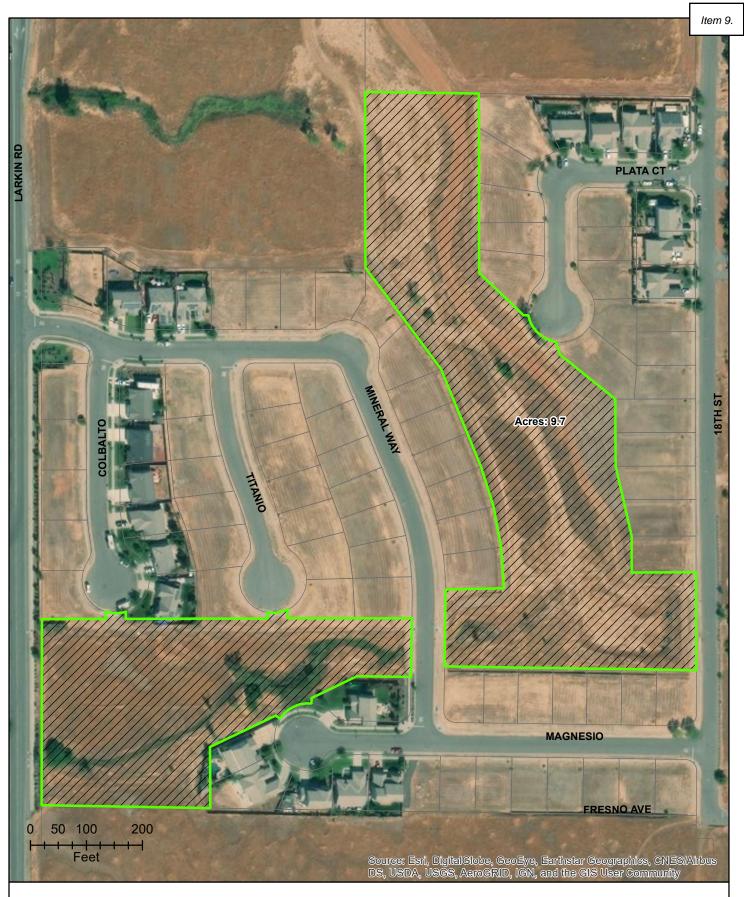






Oroville Goat Grazing Project Area: 2 - Olive Hwy Basin West

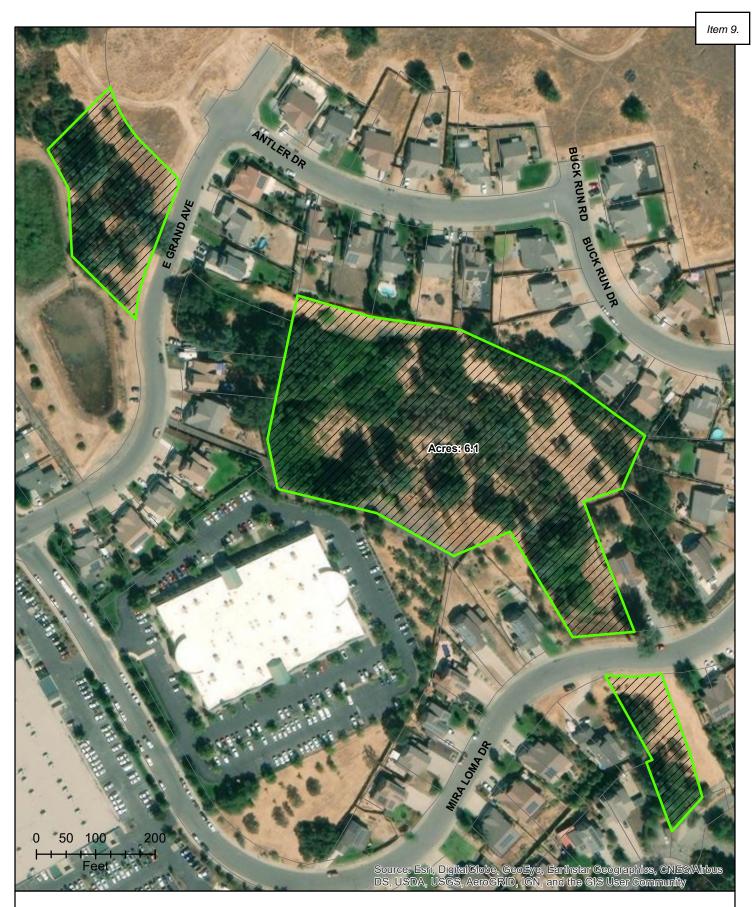






Oroville Goat Grazing Project Area: 3 - Vista Del Oro

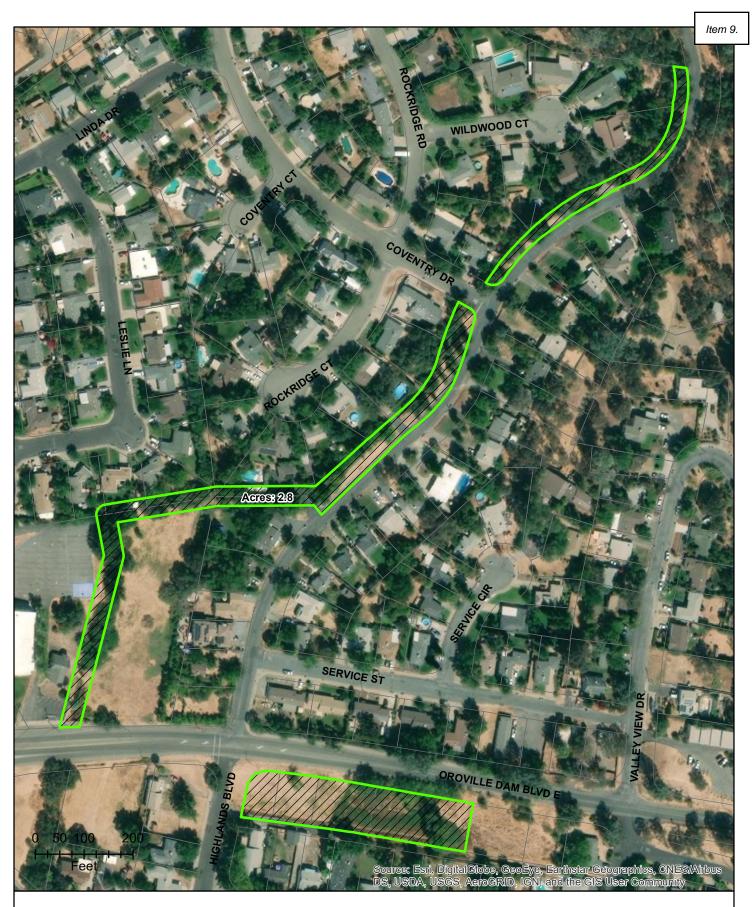






Oroville Goat Grazing Project Area: 4 - Deer Creek Estates

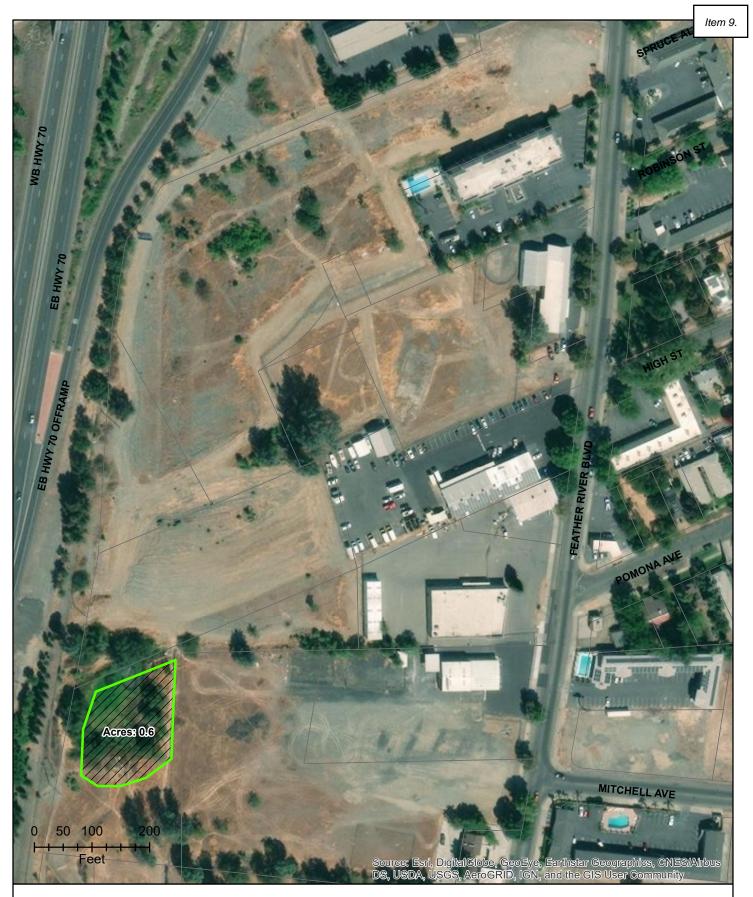






Oroville Goat Grazing Project Area: 5 - Highlands Blvd Ditch

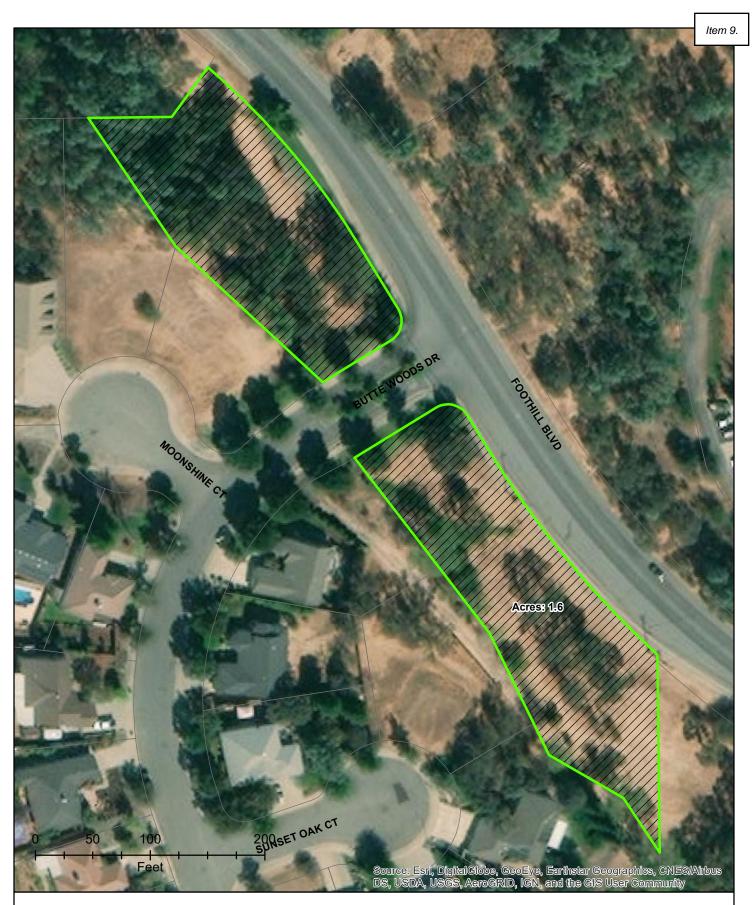






Oroville Goat Grazing Project Area: 6 - HWY 70 Basin

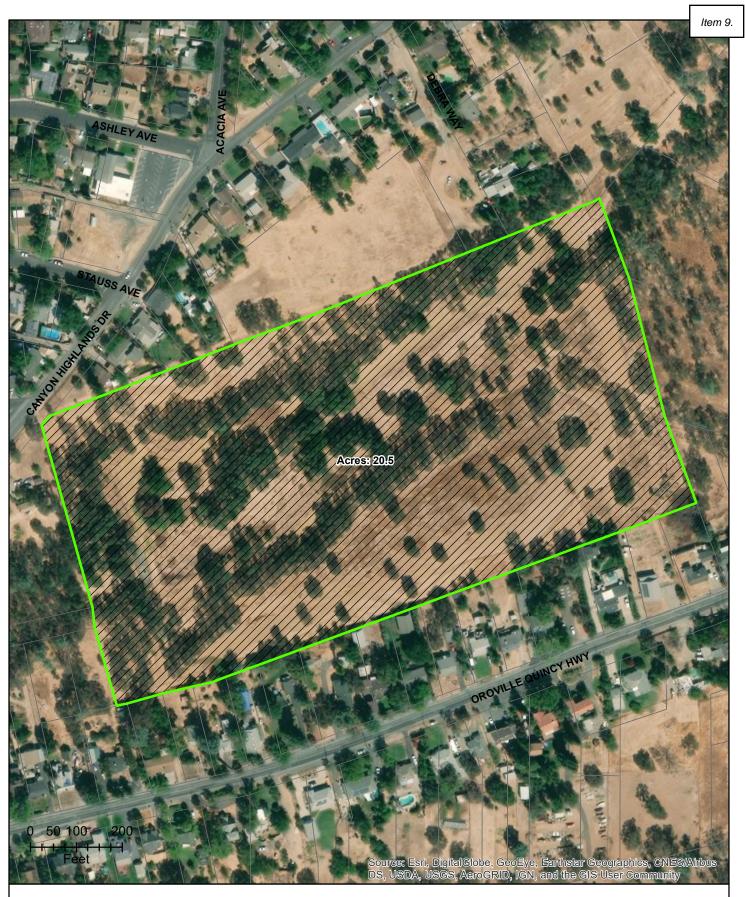






Oroville Goat Grazing Project
Area: 7 - The Buttes Basin







Oroville Goat Grazing Project Area: 8 - Argonaut Basin

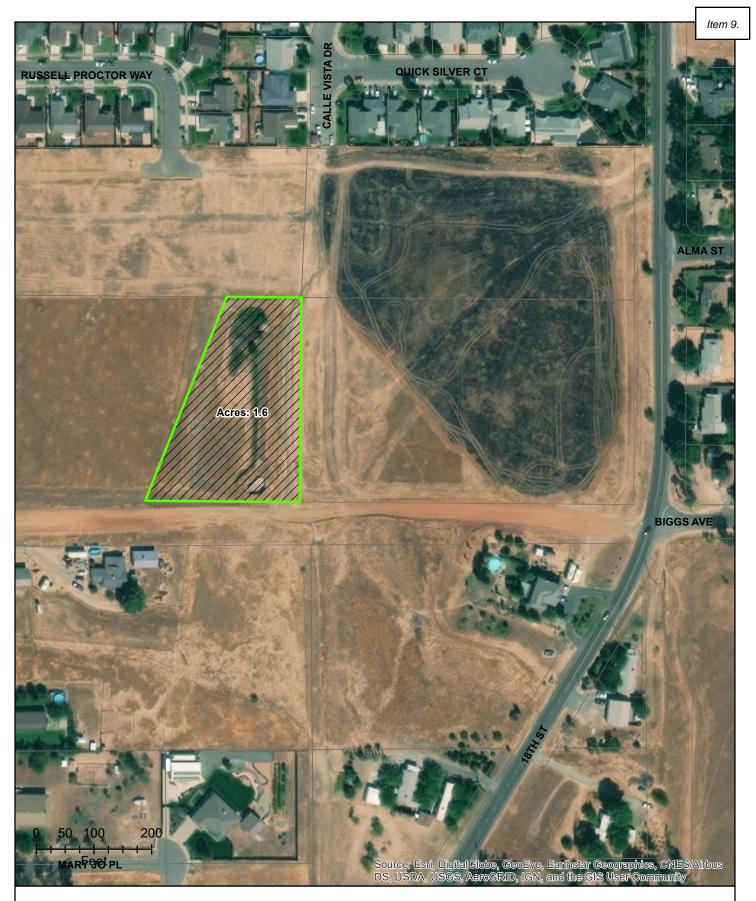






Oroville Goat Grazing Project
Area: 9 - Olive Hwy Basin East

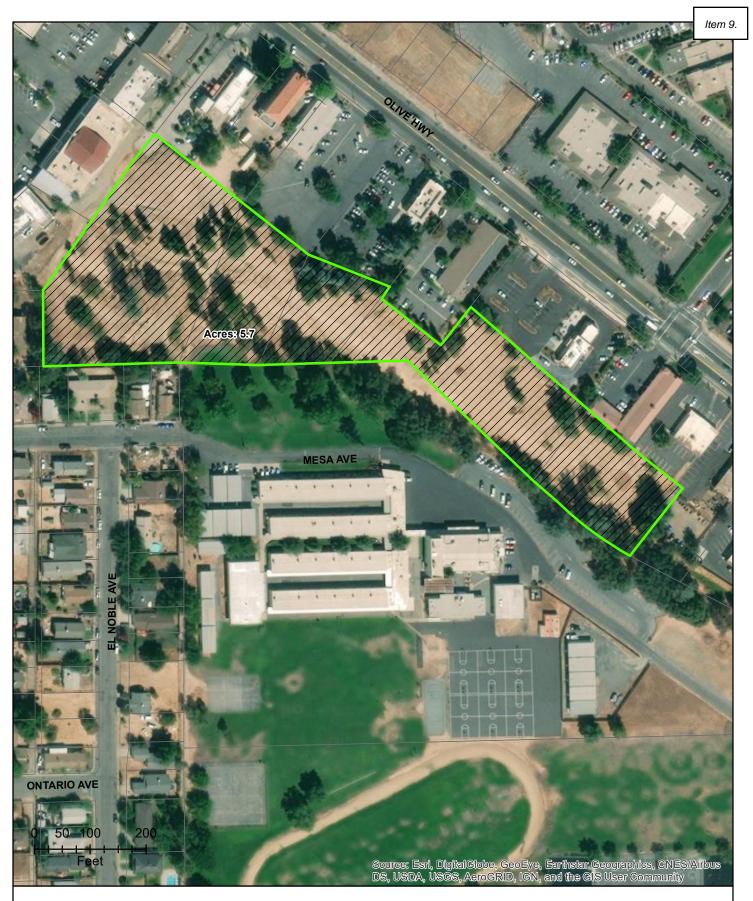






Oroville Goat Grazing Project Area: 10 - Calle Vista Basin

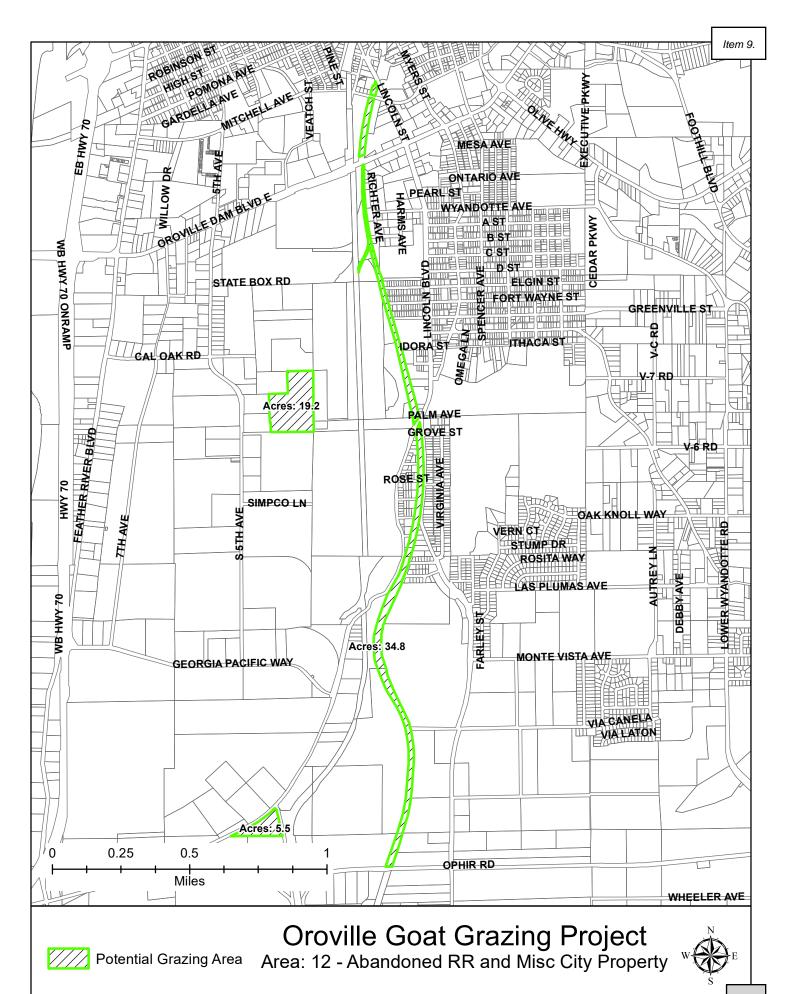






Oroville Goat Grazing Project Area: 11 - Central Middle School



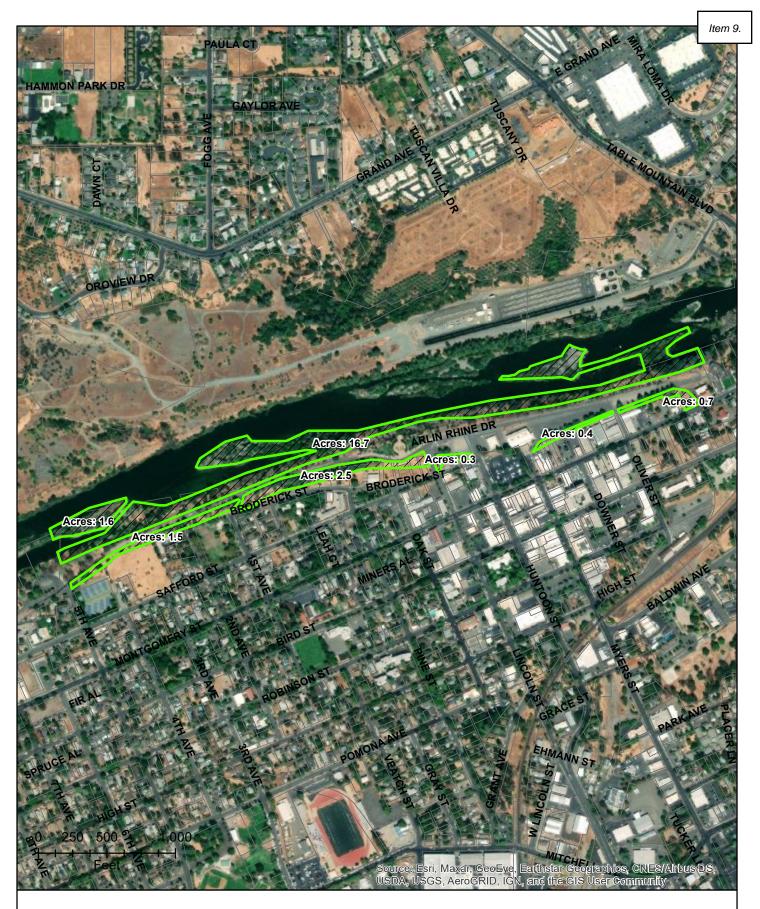






Oroville Goat Grazing Project Area: 13 - Airport Dog Training Facility







Oroville Goat Grazing Project
Area 14: Feather River Corridor - 23.7 Total Acres //// Potential Grazing Area



City of Oroville

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2445 www.cityoforoville.org

BID SUMMARY CITY OF OROVILLE

PROJECT: GOAT GRAZING VEGETATION MANAGEMENT SERVICES

OPENING DATE: **02/14/2023** TIME: **10:00AM**

CITY HALL, FRONT LOBBY 1735 MONTGOMERY ST OROVILLE, CA 95965

ATTENDANCE FOR BID OPENING: FRED MAYO AND WADE ATTEBERRY

Bidder Name/Address and Phone Number	Base Bid Amount (per year)	Additive Alternatives	Total Base Bid + Additive Alternatives
Blue Tent Farms LLC dba Western Grazers 859 Washington Street #259 Red Bluff, CA 96080 (530) 200-2929	\$104,404	\$7,312.50	\$111,716.50

February 15, 2024 Page 1

EXHIBIT A

Consultant Proposal/Schedule of Fees

Fee Schedule

#1 Feather River Nature Center, \$3,999.00

#2 Olive Highway West Basin, \$2,500.00

#3 Vista Del Oro \$6,995.00

#4 Deer Creek Estates \$5,841.00

#5Highlands Blvd. Ditch \$2,500.00

#6 Highway 70 Basin \$2,500.00

#7 The Buttes Subdivision \$2,500.00

#8 Argonaut Basin \$14,350.00

#9 Olive Highway Basin East \$2,500.00

#10 Calle Vista \$2,500.00

#11 Central Middle School \$4,132.00

#12 Abandon Railroad & Misc. Property \$34,997.00

#13 Airport Training Center \$2,500.00

#14 Feather River Corridor \$16,590.00

Total: \$104,404.00

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville
Contact	Tim Arrowsmith	Contact	Dawn Nevers
Address	859 Washington St. #259	Address	1735 Montgomery Street
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965
Phone	530-200-2929	Phone	530-538-2405
Fax	866-499-0524	Fax	
E-Mail	bluetentfarms@gmx.com	E-Mail	
Project Name	Feather River Nature Center	Est. D.O.S.	2024

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$3,999.00

Minimum estimated Acres to be grazed

5.6

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Company zino	illacio.			
Name	Western Grazers	Name	City of Oroville	
Contact	Tim Arrowsmith	Contact	Dawn Nevers	
Address	859 Washington St. #259	Address	1735 Montgomery Street	
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965	
Phone	530-200-2929	Phone	530-538-2405	
Fax	866-499-0524	Fax		
E-Mail	bluetentfarms@gmx.com	E-Mail		
Project Name	Olive Hwy. Basin East	Est. D.O.S.	2024	

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$2,500.00

Minimum estimated Acres to be grazed

3.1

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville
Contact	Tim Arrowsmith	Contact	Dawn Nevers
Address	859 Washington St. #259	Address	1735 Montgomery Street
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965
Phone	530-200-2929	Phone	530-538-2405
Fax	866-499-0524	Fax	
E-Mail	bluetentfarms@gmx.com	E-Mail	
Project Name	Vista Del Oro	Est. D.O.S.	2024

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers

will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$6,995.00

Minimum estimated Acres to be grazed

9.7

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville	
Contact	Tim Arrowsmith	Contact	Dawn Nevers	
Address	859 Washington St. #259	Address	1735 Montgomery Street	
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965	
Phone	530-200-2929	Phone	530-538-2405	
Fax	866-499-0524	Fax		
E-Mail	bluetentfarms@gmx.com	E-Mail		
Project Name	Deer Creek Estates	Est. D.O.S.	2024	

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$5,841.00

Minimum estimated Acres to be grazed

8.1

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville	
Contact	Tim Arrowsmith	Contact	Dawn Nevers	
Address	859 Washington St. #259	Address	1735 Montgomery Street	
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965	
Phone	530-200-2929	Phone	530-538-2405	
Fax	866-499-0524	Fax		
E-Mail	bluetentfarms@gmx.com	E-Mail		
Project Name	Highlands Ditch	Est. D.O.S.	2024	

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

P	roi	ากร	he	Cor	tra	ct	Dr	ice.
		JUS	Cu	CUI	ılıa			CC.

\$2,500.00

Minimum estimated Acres to be grazed

2.8

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville
Contact	Tim Arrowsmith	Contact	Dawn Nevers
Address	859 Washington St. #259	Address	1735 Montgomery Street
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965
Phone	530-200-2929	Phone	530-538-2405
Fax	866-499-0524	Fax	
E-Mail	bluetentfarms@gmx.com	E-Mail	
Project Name	Highway 70 Basin	Est. D.O.S.	2024

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed	l Contra	ct Price:
----------	----------	-----------

\$2,500.00

Minimum estimated Acres to be grazed

0.06

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville
Contact	Tim Arrowsmith	Contact	Dawn Nevers
Address	859 Washington St. #259	Address	1735 Montgomery Street
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965
Phone	530-200-2929	Phone	530-538-2405
Fax	866-499-0524	Fax	
E-Mail	bluetentfarms@gmx.com	E-Mail	
Project Name	The Buttes Subdivision	Est. D.O.S.	2024

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$2,500.00

Minimum estimated Acres to be grazed

1.6

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville
Contact	Tim Arrowsmith	Contact	Dawn Nevers
Address	859 Washington St. #259	Address	1735 Montgomery Street
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965
Phone	530-200-2929	Phone	530-538-2405
Fax	866-499-0524	Fax	
E-Mail	bluetentfarms@gmx.com	E-Mail	
Project Name	Argonaut Basin	Est. D.O.S.	2024

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$14,350.00

Minimum estimated Acres to be grazed

20.5

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville
Contact	Tim Arrowsmith	Contact	Dawn Nevers
Address	859 Washington St. #259	Address	1735 Montgomery Street
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965
Phone	530-200-2929	Phone	530-538-2405
Fax	866-499-0524	Fax	
E-Mail	bluetentfarms@gmx.com	E-Mail	
Project Name	Olive Hwy. Basin East	Est. D.O.S.	2024

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville.

City of Oroville will provide homeless people & camp removal & provide police support for said project.l

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat. Western Grazers will not remove trash or Homeless Encampments. If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$2,500.00

Minimum estimated Acres to be grazed

3.7

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville
Contact	Tim Arrowsmith	Contact	Dawn Nevers
Address	859 Washington St. #259	Address	1735 Montgomery Street
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965
Phone	530-200-2929	Phone	530-538-2405
Fax	866-499-0524	Fax	
E-Mail	bluetentfarms@gmx.com	E-Mail	
Project Name	Calle Vista	Est. D.O.S.	2024

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$2,500.00

Minimum estimated Acres to be grazed

1.6

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville
Contact	Tim Arrowsmith	Contact	Dawn Nevers
Address	859 Washington St. #259	Address	1735 Montgomery Street
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965
Phone	530-200-2929	Phone	530-538-2405
Fax	866-499-0524	Fax	
E-Mail	bluetentfarms@gmx.com	E-Mail	
Project Name	Central Middle School	Est. D.O.S.	2024

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$4,132.00

Minimum estimated Acres to be grazed

5.7

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville		
Contact Tim Arrowsmith		Contact	Dawn Nevers		
Address	859 Washington St. #259	Address	1735 Montgomery Street		
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965		
Phone	530-200-2929	Phone	530-538-2405		
Fax	866-499-0524	Fax			
E-Mail	bluetentfarms@gmx.com	E-Mail			
Project Name	Abandononed RR & Misc	Est. D.O.S.	2024		

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed	Contra	ct Price:
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\$34,997.00

Minimum estimated Acres to be grazed

59.5

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville				
Contact	Tim Arrowsmith	Contact	Dawn Nevers				
Address	859 Washington St. #259	Address	1735 Montgomery Street				
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965				
Phone	530-200-2929	Phone	530-538-2405				
Fax	866-499-0524	Fax					
E-Mail	bluetentfarms@gmx.com	E-Mail					
Project Name	Airport Dog Training F.	Est. D.O.S.	2024				

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$2,500.00

Minimum estimated Acres to be grazed

0.7

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville				
Contact	Tim Arrowsmith	Contact	Dawn Nevers				
Address	859 Washington St. #259	Address	1735 Montgomery Street				
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965				
Phone	530-200-2929	Phone	530-538-2405				
Fax	866-499-0524	Fax					
E-Mail	bluetentfarms@gmx.com	E-Mail					
Project Name	Feather River Corridor	Est. D.O.S.	2024				

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$16,590.00

Minimum estimated Acres to be grazed

23.7

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

Fee Schedule

#15 Dry Creek \$7,312.50

2024-



Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville
Contact	Tim Arrowsmith	Contact	Dawn Nevers
Address	859 Washington St. #259	Address	1735 Montgomery Street
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965
Phone	530-200-2929	Phone	530-538-2405
Fax	866-499-0524	Fax	
E-Mail	bluetentfarms@gmx.com	E-Mail	
Project Name	Dry Creek	Est. D.O.S.	2024

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville or Metered Water.

Execution of contract authorizes Blue Tent Farms to graze the city properties identified by maps of the goat grazing RFP.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers

will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$7,312.50

Minimum estimated Acres to be grazed

6.4

Submitted By (Company Representative)

Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

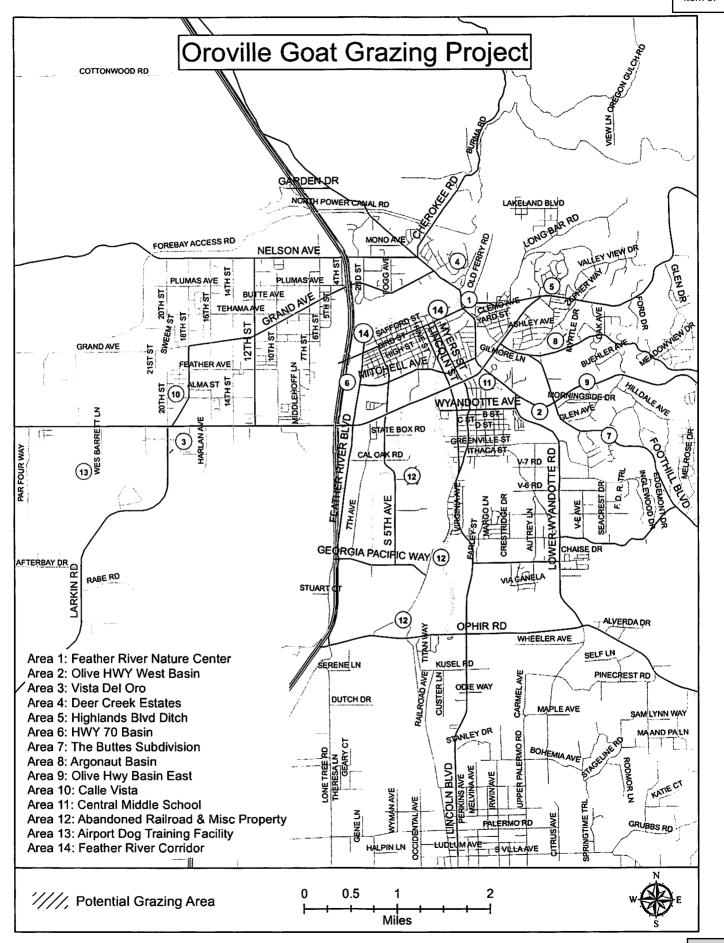
Your Preferred Goat Grazing Vendor

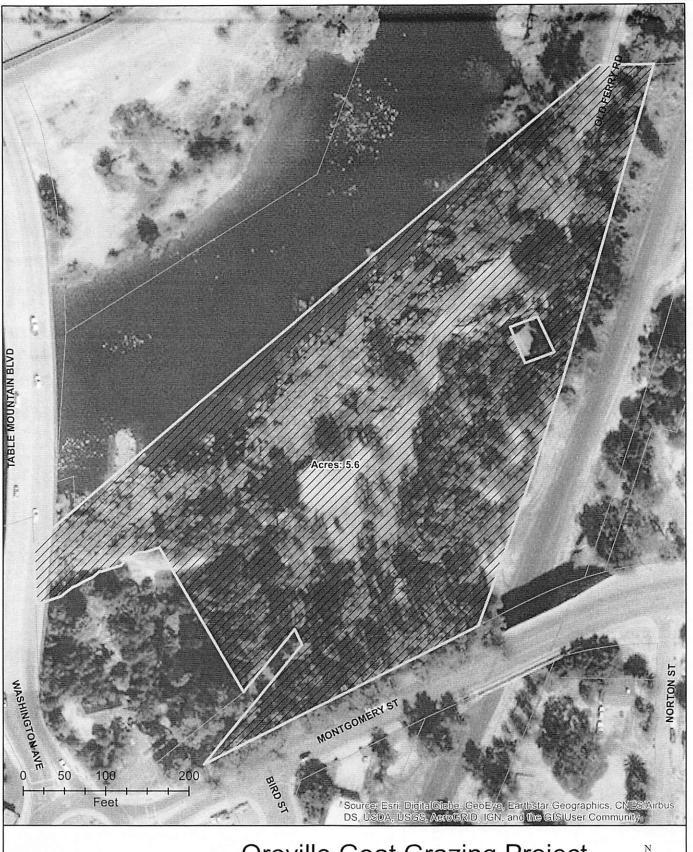
Goat Grazing Schedule

May15th Through June 20Th 2024

Item 9.

Grazing Maps

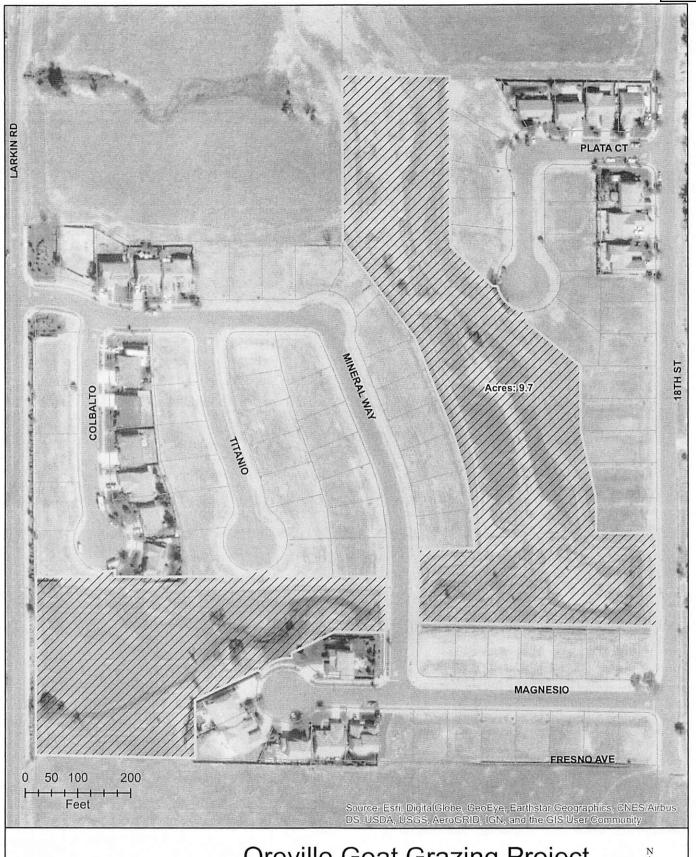




Oroville Goat Grazing Project
Area: 1 - Feather River Nature Center Property



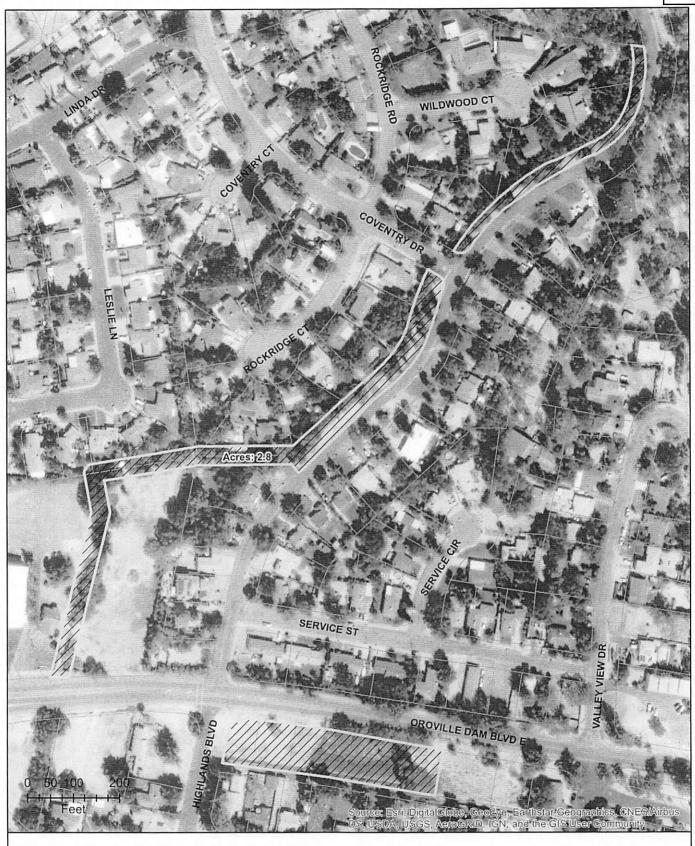




Oroville Goat Grazing Project
Area: 3 - Vista Del Oro







Oroville Goat Grazing Project
Area: 5 - Highlands Blvd Ditch

W E



Oroville Goat Grazing Project
Area: 6 - HWY 70 Basin





Oroville Goat Grazing Project
Area: 7 - The Buttes Basin

W E



Oroville Goat Grazing Project
Area: 8 - Argonaut Basin

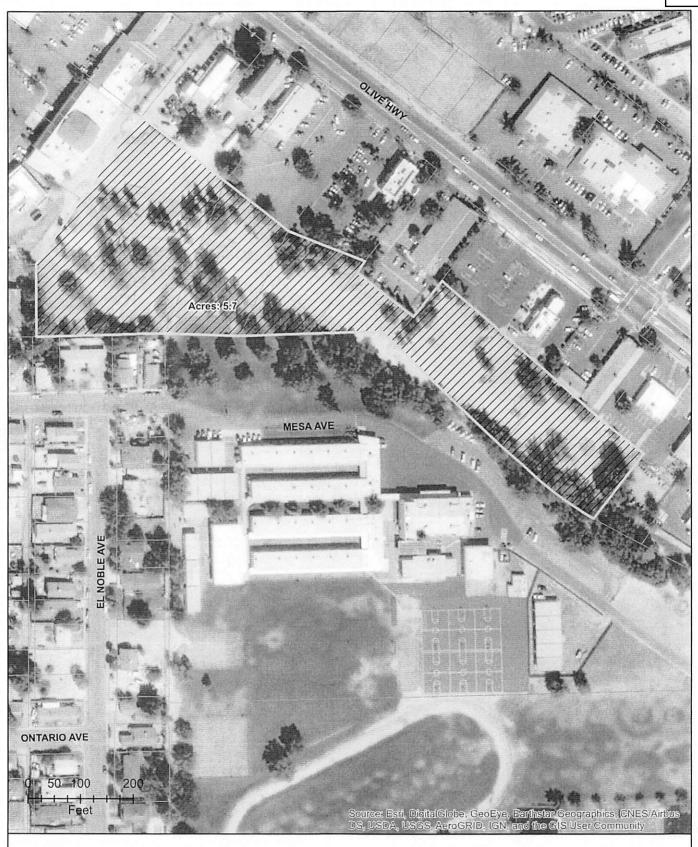






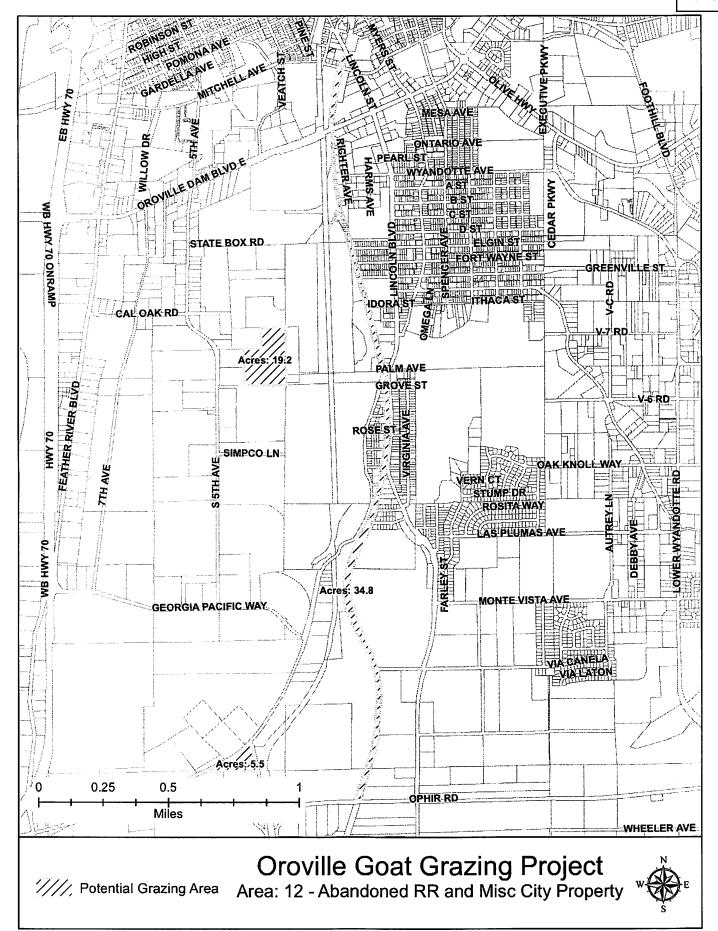
Oroville Goat Grazing Project
Area: 10 - Calle Vista Basin





Oroville Goat Grazing Project Area: 11 - Central Middle School







Oroville Goat Grazing Project Area: 13 - Airport Dog Training Facility







CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: SHAWN WEBBER, COUNCIL MEMBER

TRACY JOHNSTONE, COUNCIL MEMBER

RE: EVENT COORDINATOR FEE FOR GONZALO "PEEWEE" CURIEL FOR

CITY AIRPORT FLY IN EVENTS

DATE: FEBRUARY 20, 2024

SUMMARY

On behalf of Council Member Webber and Council Johnstone, Council will consider compensating Gonzalo "Peewee" Curiel a fee for his efforts with City Fly In events at the City Airport.

DISCUSSION

Council Member Webber and Council Member Johnstone feel the annual Fly In event held at the City Airport is an important annual event that draws a large crowd every year and is a healthy event for our airport. The Fly In event draws in dozens of airplanes and numerous over vendors in an effort to promote the airport. Gonzalo "PeeWee" Curiel has coordinated this event for many years and puts in many hours to do so with limited help from the City. As this is an annual event with a large draw, we feel it appropriate to compensate Mr. Curiel's personal costs and time to pull this off.

FISCAL IMPACT

Gonzalo "PeeWee" Curiel has estimated close to 100 hours of time to coordinate this event.

RECOMMENDATION

Provide staff direction with regard to compensating Gonzalo "Peewee" Curiel for his efforts with City Fly In events at the City Airport.

ATTACHMENTS

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: KRYSI RIGGS, COUNCIL MEMBER

ERIC SMITH, VICE MAYOR

RE: BOARD / COMMITTEE / COMMISSIONER COMPENSATION

DATE: FEBRUARY 20, 2024

SUMMARY

On behalf of Council Member Riggs and Vice Mayor Smith, Council will consider requiring the compensation received when Council members serve on certain Council appointed Boards, Committees or Commissions be redirected to the Community Enhancement Fund, to be used to support local projects or events that impact the quality of life of our residents, or provide a community benefit.

DISCUSSION

Currently, Council Members are appointed annually and serve on a number of various Boards, Committees or Commissions. These appointments are done during the first meeting of each calendar year.

The vast majority of these assignments come with no additional compensation. Two commissions, however, provide Council members that serve on them additional monthly compensation. Specifically, the Sewerage Commission – Oroville Region (SCOR) provides \$600/month, and the Butte County Mosquito and Vector Control provides \$100/month.

Council Member Riggs and Vice Mayor Smith would like the Council to consider requesting this additional compensation be redirected to the Community Enhancement Fund.

FISCAL IMPACT

Would provide additional revenue for the Community Enhance Fund of \$14,400 from SCOR and \$2,400 from Mosquito and Vector Contral.

RECOMMENDATION

Provide staff direction with regard to compensation provided for serving on various Board / Committee / Commissions.

ATTACHMENTS

None.

Item i.

1

CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package 01/01/2024 to 01/31/2024

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:

All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center First Due Station:

The jurisdicational agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing First Due Station to another agency:

Agencies

- CABIG City of Biggs Fire Department
- CABTU CAL FIRE Butte Unit
- CABTC Butte County Fire Department
- CACDF CAL FIRE (Out Of Unit Activity)
- CACHI City of Chico Fire Department
- CAEMD El Medio Fire Protection District
- CAGRD City of Gridley Fire Department
- CALNF United States Forest Service Lassen National Forest
- CAMAY Marysville Fire Department
- CAMTR Mooretown Rancheria
- CAORO City of Oroville Fire Department
- CAPNF United States Forest Service Plumas National Forest
- CAPRA Town of Paradise Fire Department
- CASTC Sutter County Fire Department
- CATCR Tehama County Fire Department
- CAXPU Plumas County Unprotected Area

Incident Types

- MED Medicals
- MEDFSS (Medical Flight)
- MEDA Medical Code 2
- T/C Traffic Collisions
- HAZ-CON Hazardous Conditions
- P/A Public Assists
- OTH Other / Miscellaneous
- ECC Emergency Command Center Specific Incidents
- HAZ-MAT Hazardous Materials
- RESCUE Technical Rescues
- VEG Vegetation Fires
- STR Structure Fires
- VEH Vehicle Fires
- OTH FIRES Other Fire Types not categorized above
- F/A False Alarms (Fires)

Stations

11 - CAL FIRE Butte Meadows	13 - CAL FIRE Stirling City	22 - CAL FIRE Cohasset
23 - CAL FIRE Forest Ranch	25 - Butte County Fire Butte College	33 - Butte County Fire Upper Ridge
35 - CAL FIRE Paradise	36 - CAL FIRE Jarbo Gap	41 - Butte County Fire Nord
44 - Butte County Fire South Chico	45 - Butte County Fire Durham	51 - CAL FIRE Feather Falls
54 - CAL FIRE Robinson Mill	55 - Butte County Fire Bangor	62 - CAL FIRE Harts Mill
63 - CAL FIRE Oroville	64 - Butte County Fire Kelly Ridg	e 71 - Butte County Fire Richvale
72 - Butte County Fire Palermo	73 - Butte County Fire Biggs	74 - Butte County Fire Gridley
81 - Paradise Birch Street	82 - Paradise South Libby Rd	91- City of Oroville
ECC	CAL FIDE Oravilla Emarganay Comp	mand Cantar

ECC - CAL FIRE Oroville Emergency Command Center

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Item i.



Battalion 9 Resources Responses to City of Orovi

1/1/2024 to 1/31/2024

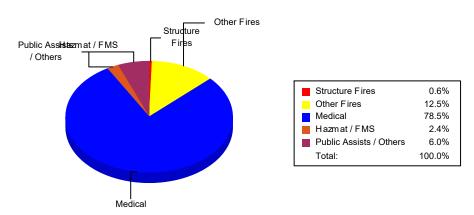
	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	1	7	14	1	0	23
В9В	0	8	6	3	1	18
BOAT91	0	0	3	0	0	3
E391	0	0	1	0	1	2
E91	1	43	369	7	19	439
E92	1	9	47	1	2	60
E93	0	2	7	0	2	11
T91	1	16	86	4	16	123
Total	4	85	533	16	41	679



Battalion 9 Resources Responses to City of Orovi

1/1/2024 to 1/31/2024

Number of Incidents / Incident Type





Battalion 9 Resources Responses to Butte County Fire Department 01/01/2024 to 01/31/2024

Item i.

Total Number of Incidents: 104

Total Number of Resources Responding: 129

		MED	T/C	HAZ-CON	P/A	HAZMAT	RESCUE	STR	VEH	OTH FIRE	F/A	MEDA	Total
CAORO	В9А	0	3	0	0	1	0	1	0	0	1	0	6
	В9В	0	3	3	0	0	0	0	0	1	3	0	10
	BOAT91	0	0	0	0	0	3	0	0	0	0	0	3
	E391	0	1	0	1	0	0	0	0	0	0	0	2
	E91	42	13	3	6	0	2	1	2	4	6	7	86
	E92	10	1	1	1	0	0	1	0	0	0	0	14
	T91	1	3	0	0	0	1	1	0	1	0	0	7
	U91	0	0	0	0	0	1	0	0	0	0	0	1
	Total	53	24	7	8	1	7	4	2	6	10	7	129
Total		53	24	7	8	1	7	4	2	6	10	7	129



Butte County Fire Department Resource Responses to City of Orov

01/01/2024 to 01/31/2024

Total Number of Incidents: 177

Total Number of Resources Responding: 206

		MED	T/C	HAZ-CON	P/A	отн	VEH	OTH FIRE	F/A	MEDA	Total
САВТС	CO64	0	3	1	0	0	1	0	2	0	7
	CO64A	0	22	1	0	0	1	0	12	0	36
	E44	2	0	0	0	0	0	0	0	0	2
	E45	0	0	1	0	0	0	0	0	0	1
	E63	94	11	0	5	3	0	2	4	9	128
	E64	15	3	1	1	0	0	0	1	0	21
	E71	1	2	0	0	0	0	0	0	1	4
	E72	2	1	1	0	0	0	0	1	1	6
	WT64	0	0	1	0	0	0	0	0	0	1
	Total	114	42	6	6	3	2	2	20	11	206
Total	1	114	42	6	6	3	2	2	20	11	206

CAL FIRE Responses to City of Oroville 01/01/2024 to 01/31/2024

Total Number of Incidents: 35

Total Number of Resources Responding: 48

		MED	T/C	HAZ-CON	P/A	ОТН	VEH	OTH FIRE	F/A	MEDA	Total
CABTU	B2108	0	3	0	0	0	0	0	0	0	3
_	B2112	0	0	0	0	0	0	0	1	0	1
	B2116	0	1	0	0	0	0	0	0	0	1
	B2117	0	7	1	0	0	0	0	6	0	14
	D2103	0	0	1	0	0	0	0	0	0	1
	D2105	0	0	0	0	1	0	0	0	0	1
	DIS2109	0	0	0	0	2	0	0	0	0	2
	E2161	0	0	0	0	0	0	0	0	1	1
	E2164	1	0	0	0	0	0	0	0	0	1
	E2165	5	0	0	1	0	0	0	0	0	6
	E2167	2	0	0	0	0	0	0	0	0	2
	E2185	0	0	1	0	0	0	0	0	0	1
	E2196	0	0	0	0	0	0	1	0	0	1
	P2121	0	0	0	0	0	0	2	0	0	2
	P2122	0	0	0	0	0	0	0	1	0	1
	PIOADV	0	1	1	0	0	0	0	2	0	4
	PRVAD\	0	0	1	0	0	1	0	2	0	4
	T2106	0	1	1	0	0	0	0	0	0	2
	Total	8	13	6	1	3	1	3	12	1	48
Total		8	13	6	1	3	1	3	12	1	48