CITY OF OROVILLE
RESOLUTION NO. 8363

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION

(Agreement No. 1432-13)

BE IT hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a new 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 May 19, 2015, by the following vote:

AYES: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: None

ABSTAIN: None

ABSENT: None

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Donald L. Rust, Acting City Clerk

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF OROVILLE

And the

OROVILLE CITY EMPLOYEES' ASSOCIATION (OCEA)

For the period between

MAY 19, 2015 AND JUNE 30, 2018

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. 8363 adopted at its Regular Meeting of May 19, 2015.

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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 seq.

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 Purpose

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 Displacement Rights

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:

<u>Administration Department</u>

<u>Finance Department</u>
Accountant
Accounting Technician

<u>Community Development Dept.</u>
Associate Civil Engineer
Assistant Planner
Associate Planner
Building Inspector
Construction Inspector
Counter Technician
GIS Specialist/Eng. Tech
Office Coordinator

<u>Clerical Staff</u>
Administrative Assistant
Staff Assistant

<u>Business Assistance and Housing Department</u>
Building Maintenance Technician II
Housing Develop./Building Maint. Supervisor
Office/Field Aide
Admin/Program Analyst II
Program Analyst I
Code and Construction Compliance Specialist

<u>Public Works and Parks & Trees Department</u>
Cement Finisher
Cultural Facilities Coordinator
Equipment Mechanic
Lead Mechanic
Parks Maintenance Technician III
Parks Maintenance Technician II
Parks Maintenance Technician I
Public Works Operator III
Public Works Operator II
Public Works Operator I
Signal Technician/Electrician
Public Works Supervisor

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 re-employment 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
Equipment Mechanic
Traffic Signal Tech/Electrician
Cement Finisher
Building Maintenance Technician II
Building Inspector
GIS Specialist
Associate Civil Engineer
Construction Inspector
Code and Construction Compliance Specialist
Sr. Code Enforcement Specialist
Code Enforcement Specialist

Section 8. CALL-BACK 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 ½) 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.

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 work day 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 January 1, 2003, to be eligible for advancement to Step F or Step G the employee must have completed two (2) years within their current classification. Upon ratification

and adoption of this MOU, Step H shall be created consisting of a 2.5% salary increase above Step G. Employees at Step G effective 07/01/2011 shall be placed at Step H on their next anniversary date. Effective 07/01/2012, to be eligible for advancement to Step H the employee must have completed one (1) year at Step G within their current classification.

Effective July 1, 2016, Step H shall be 5% above Step G. Employees at Step H on July 1, 2016, shall receive the additional 2.5%.

11.2 Additional Compensation

Upon ratification of this MOU, employees shall receive a 1.5% salary increase.

Effective July 1, 2017, employees shall receive a 1% salary increase.

11.3 In October 2016 and October 2017, or upon completion of the prior year's CAFR (whichever occurs first), if total core city revenues increase more than 7%, the City and OCEA will meet to discuss a potential additional salary increase.

11.4 In October 2016, or upon completion of the prior year's CAFR (whichever occurs first), if total core city revenues decrease more than 5%, the City and OCEA will meet to discuss a potential salary decrease and/or deferment of the July 1, 2017, 1% increase in lieu of layoffs.

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. The City agrees to advise and provide the OCEA revenue updates.

11.5 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 (31st) 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.

11.6 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 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 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 160 hours. A member's decision to elect CTO instead of overtime pay is irrevocable. CTO may be cashed out in March and December, or with the approval of the City Administrator in the case of an emergency.

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.

Section 12. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

12.1 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 4th Level 1959 Survivor Benefit for all members.

In the event the City determines that implementation of enhanced retirement benefits to OCEA members is economically feasible, the City agrees to re-open negotiations.

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:

	HMO	GOLD PPO	SILVER PPO
Employee Only	100%	100%	100%
Employee + 1	$927.44	$906.39	$853.45
Employee + 2 or more	$1,102.87	$1,075.50	$1,006.68

Effective January 1, 2016, if the PPO premiums increase more than 5%, OCEA and the City will meet to discuss an increase to the City's contribution towards medical insurance.

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.I.) 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.

Section 15. COMPENSATORY TIME AND PROFESSIONAL GROWTH

15.1 CTO and REIMBURSEMENT

a) Compensatory Time - Compensatory time shall be granted to employees for off-duty elective course work at the rate of one and one-half (1 ½) times the hourly rate of pay, to a maximum of 48 hours per year, with an accrual ceiling of 96 hours. Subject to the approval of the department head, elective courses are any course the employee can demonstrate is directly related to the employee's job performed and/or to increasing department activities or capabilities. Compensation will be given only for time spent in actual training or classroom setting.

Reimbursement will require successful completion by obtaining a "C" or better or a "Pass" grade for Pass/Fail courses. The employee must present documentation to this effect to the City.

b) Accrual of Professional Growth Compensatory Time - CT earned through the attendance of an elective course shall be held in a separate CT account to be designated by CTO-T, to be used in TIME OFF ONLY. Note: Employees leaving the City may NOT cash in unused balances of CTO-T.

c) Reimbursement for Books and Tuition for Professional Growth - Subject to pre-approval by the Department Head and the City Administrator, employees will receive reimbursement for books and tuition required by a community college, college or university, or other educational institutions which is published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS, MA or MS for course(s) related to their position with the City.

Reimbursement amount shall not exceed One Thousand Five Hundred Dollars ($1,500.00) per year, and is subject to available training funds.

15.2 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 Commencing July 1, 1987, 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.

19.8 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.

19.9 Effective January 1, 1993, and thereafter, a member who regularly retires from City service may convert his/her accumulated sick leave to purchase medical insurance based upon the sick leave dollar value at the time of retirement.

19.10 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.

19.11 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.

19.12 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 1st through January 1st 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., 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 (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 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 of OCEA to 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 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 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 decision of the arbitrator shall be final and binding on the City and the OCEA 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 Memorandum.

(d) 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.

(e) 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 06/30/2018. 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 May 19, 2015.

OCEA

Stephen Chioini, OCEA President

CITY OF OROVILLE

Linda L. Dahlmeier, Mayor

Attested:

Jerry Camous, OCEA Representative

Donald L. Rust, Acting City Clerk

Sharen Lindberg, Secretary

Approved as to Form:

Scott E. Huber, City Attorney

EXHIBIT "A"

CITY OF OROVILLE

Classifications & Compensation for Oroville City Employee's Association (OCEA) Members

Revised 05/19/15 Add 1.5% Salary Increase EXHIBIT "A" Table 15 5/1/2015

CLASSIFICATION:		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Associate Civil Engr.	20910	$57,694.77	$60,579.51	$63,608.48	$66,788.91	$70,128.35	$73,634.77	$77,316.51	$79,249.42	Annual
		$4,807.90	$5,048.29	$5,300.71	$5,565.74	$5,844.03	$6,136.23	$6,443.04	$6,604.12	Monthly
	Range: 64	$27.74	$29.12	$30.58	$32.11	$33.72	$35.40	$37.17	$38.10	Hourly
Signal Tech/Electrician	60922	$47,866.68	$50,260.01	$52,773.01	$55,411.67	$58,182.25	$61,091.36	$64,145.93	$65,749.58	Annual
		$3,988.89	$4,188.33	$4,397.75	$4,617.64	$4,848.52	$5,090.95	$5,345.49	$5,479.13	Monthly
	Range: 62	$23.01	$24.16	$25.37	$26.64	$27.97	$29.37	$30.84	$31.61	Hourly
Associate Planner	30502	$53,693.47	$56,378.14	$59,197.05	$62,156.90	$65,264.75	$68,527.99	$71,954.39	$73,753.24	Annual
		$4,474.46	$4,698.18	$4,933.09	$5,179.74	$5,438.73	$5,710.67	$5,996.20	$6,146.10	Monthly
	Range: 61	$25.81	$27.10	$28.46	$29.88	$31.38	$32.95	$34.59	$35.46	Hourly
GIS Specialist	30504	$53,095.92	$55,750.72	$58,538.25	$61,465.16	$64,538.42	$67,765.34	$71,153.61	$72,932.45	Annual
		$4,424.66	$4,645.89	$4,878.19	$5,122.10	$5,378.20	$5,647.11	$5,929.47	$6,077.70	Monthly
	Range: 60	$25.53	$26.80	$28.14	$29.55	$31.03	$32.58	$34.21	$35.06	Hourly
Public Works Supervisor	30903	$44,394.07	$46,613.77	$48,944.46	$51,391.69	$53,961.27	$56,659.33	$59,492.30	$60,979.61	Annual
		$3,699.51	$3,884.48	$4,078.71	$4,282.64	$4,496.77	$4,721.61	$4,957.69	$5,081.63	Monthly
	Range: 63	$21.34	$22.41	$23.53	$24.71	$25.94	$27.24	$28.60	$29.32	Hourly
Sr. Code Compliance Specialist		$53,358.20	$56,026.11	$58,827.42	$61,768.79	$64,857.23	$68,100.09	$71,505.09	$73,292.72	Annual
	30311	$4,446.52	$4,668.84	$4,902.28	$5,147.40	$5,404.77	$5,675.01	$5,958.76	$6,107.73	Monthly
	Range: 66	$25.65	$26.94	$28.28	$29.70	$31.18	$32.74	$34.38	$35.24	Hourly
Code Enforcement Specialist		$43,897.93	$46,092.83	$48,397.47	$50,817.34	$53,358.21	$56,026.12	$58,827.42	$60,298.11	Annual
	30310	$3,658.16	$3,841.07	$4,033.12	$4,234.78	$4,446.52	$4,668.84	$4,902.29	$5,024.84	Monthly
	Range: 65	$21.10	$22.16	$23.27	$24.43	$25.65	$26.94	$28.28	$28.99	Hourly
Building/Fire Inspector	30300	$42,470.30	$44,593.82	$46,823.51	$49,164.68	$51,622.92	$54,204.06	$56,914.26	$58,337.12	Annual
Code & Cons Compl Spec.	30311	$3,539.19	$3,716.15	$3,901.96	$4,097.06	$4,301.91	$4,517.01	$4,742.86	$4,861.43	Monthly
Construction Inspector	20920	$20.42	$21.44	$22.51	$23.64	$24.82	$26.06	$27.36	$28.05	Hourly
	Range: 59									
Admin/Program Analyst II	50340	$43,329.32	$45,495.79	$47,770.58	$50,159.10	$52,667.06	$55,300.41	$58,065.43	$59,517.07	Annual
		$3,610.78	$3,791.32	$3,980.88	$4,179.93	$4,388.92	$4,608.37	$4,838.79	$4,959.76	Monthly
	Range: 58	$20.83	$21.87	$22.97	$24.11	$25.32	$26.59	$27.92	$28.61	Hourly
Office Coordinator	30940	$40,825.45	$42,866.72	$45,010.06	$47,260.56	$49,623.59	$52,104.77	$54,710.01	$56,077.76	Annual
		$3,402.12	$3,572.23	$3,750.84	$3,938.38	$4,135.30	$4,342.06	$4,559.17	$4,673.15	Monthly
	Range: 57	$19.63	$20.61	$21.64	$22.72	$23.86	$25.05	$26.30	$26.96	Hourly
Lead Equipment Mechanic	70200	$38,359.73	$40,277.72	$42,291.60	$44,406.18	$46,626.49	$48,957.82	$51,405.71	$52,690.85	Annual
		$3,196.64	$3,356.48	$3,524.30	$3,700.52	$3,885.54	$4,079.82	$4,283.81	$4,390.90	Monthly
	Range: 56	$18.44	$19.36	$20.33	$21.35	$22.42	$23.54	$24.71	$25.33	Hourly
Program Analyst I	50310	$38,608.01	$40,538.41	$42,565.33	$44,693.60	$46,928.28	$49,274.69	$51,738.43	$53,031.89	Annual
		$3,217.33	$3,378.20	$3,547.11	$3,724.47	$3,910.69	$4,106.22	$4,311.54	$4,419.32	Monthly
	Range: 55	$18.56	$19.49	$20.46	$21.49	$22.56	$23.69	$24.87	$25.50	Hourly
Counter Technician	30503	$36,081.02	$37,885.07	$39,779.32	$41,768.29	$43,856.71	$46,049.54	$48,352.02	$49,560.82	Annual
Assistant Planner	30501	$3,006.75	$3,157.09	$3,314.94	$3,480.69	$3,654.73	$3,837.46	$4,029.33	$4,130.07	Monthly
	Range: 54	$17.35	$18.21	$19.12	$20.08	$21.08	$22.14	$23.25	$23.83	Hourly

Public Works Operator III	70100	$34,784.16	$36,523.37	$38,349.54	$40,267.01	$42,280.36	$44,394.38	$46,614.10	$47,779.45	Annual
Park Maint. Technician III	70400	$2,898.68	$3,043.61	$3,195.79	$3,355.58	$3,523.36	$3,699.53	$3,884.51	$3,981.62	Monthly
Cement Finisher	60910	$16.72	$17.56	$18.44	$19.36	$20.33	$21.34	$22.41	$22.97	Hourly
Cultural Facilities Curator	80500									
Tech Dir/Facility Ops	70510									
	Range: 53									
Equipment Mechanic	80300	$33,965.67	$35,663.95	$37,447.15	$39,319.51	$41,285.48	$43,349.76	$45,517.25	$46,655.18	Annual
		$2,830.47	$2,972.00	$3,120.60	$3,276.63	$3,440.46	$3,612.48	$3,793.10	$3,887.93	Monthly
	Range: 52	$16.33	$17.15	$18.00	$18.90	$19.85	$20.84	$21.88	$22.43	Hourly
Accountant	60800	$34,706.35	$36,441.67	$38,263.75	$40,176.94	$42,185.79	$44,295.07	$46,509.83	$47,672.57	Annual
		$2,892.20	$3,036.81	$3,188.65	$3,348.08	$3,515.48	$3,691.26	$3,875.82	$3,972.71	Monthly
	Range: 51	$16.69	$17.52	$18.40	$19.32	$20.28	$21.30	$22.36	$22.92	Hourly
Public Works Operator II	80100	$33,145.80	$34,803.09	$36,543.24	$38,370.41	$40,288.93	$42,303.37	$44,418.54	$45,529.01	Annual
Parks Maint. Technician II	80400	$2,762.15	$2,900.26	$3,045.27	$3,197.53	$3,357.41	$3,525.28	$3,701.55	$3,794.08	Monthly
Building Maint. Tech II	30601	$15.94	$16.73	$17.57	$18.45	$19.37	$20.34	$21.36	$21.89	Hourly
	Range: 50									
Administrative Assistant		$34,147.11	$35,854.47	$37,647.19	$39,529.55	$41,506.03	$43,581.33	$45,760.39	$46,904.40	Annual
	60100, 60405, 60406, 60402	$2,845.59	$2,987.87	$3,137.27	$3,294.13	$3,458.84	$3,631.78	$3,813.37	$3,908.70	Monthly
	Range: 49	$16.42	$17.24	$18.10	$19.00	$19.95	$20.95	$22.00	$22.55	Hourly
Accounting Technician	60900	$33,053.68	$34,706.36	$36,441.68	$38,263.77	$40,176.95	$42,185.80	$44,295.09	$45,402.47	Annual
		$2,754.47	$2,892.20	$3,036.81	$3,188.65	$3,348.08	$3,515.48	$3,691.26	$3,783.54	Monthly
	Range: 48	$15.89	$16.69	$17.52	$18.40	$19.32	$20.28	$21.30	$21.83	Hourly
Public Works Operator I	80200	$30,836.21	$32,378.02	$33,996.92	$35,696.77	$37,481.61	$39,355.69	$41,323.47	$42,356.56	Annual
		$2,569.68	$2,698.17	$2,833.08	$2,974.73	$3,123.47	$3,279.64	$3,443.62	$3,529.71	Monthly
	Range: 47	$14.83	$15.57	$16.34	$17.16	$18.02	$18.92	$19.87	$20.36	Hourly
Staff Assistant	60302	$27,606.74	$28,987.08	$30,436.43	$31,958.25	$33,556.17	$35,233.97	$36,995.67	$37,920.56	Annual
		$2,300.56	$2,415.59	$2,536.37	$2,663.19	$2,796.35	$2,936.16	$3,082.97	$3,160.05	Monthly
	Range: 46	$13.27	$13.94	$14.63	$15.36	$16.13	$16.94	$17.79	$18.23	Hourly
Parks Maint. Technician I	80440	$19,424.46	$20,395.68	$21,415.47	$22,486.24	$23,610.55	$24,791.08	$26,030.63	$26,681.40	Annual
Office/Field Aide	80930	$1,618.71	$1,699.64	$1,784.62	$1,873.85	$1,967.55	$2,065.92	$2,169.22	$2,223.45	Monthly
	Range: 45	$9.34	$9.81	$10.30	$10.81	$11.35	$11.92	$12.51	$12.83	Hourly

CITY OF OROVILLE

Classifications & Compensation for Oroville City Employee's Association (OCEA) Members

Revised 01/01/16 Inc. Min. Wage to $10/Hr. EXHIBIT "A" Table 15 5/1/2015

CLASSIFICATION:		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Associate Civil Engr.	20910	**$57,694.77**	**$60,579.51**	**$63,608.48**	**$66,788.91**	**$70,128.35**	**$73,634.77**	**$77,316.51**	**$79,249.42**	**Annual**
		$4,807.90	$5,048.29	$5,300.71	$5,565.74	$5,844.03	$6,136.23	$6,443.04	$6,604.12	Monthly
	Range: 64	$27.74	$29.12	$30.58	$32.11	$33.72	$35.40	$37.17	$38.10	Hourly
Signal Tech/Electrician	60922	**$47,866.68**	**$50,260.01**	**$52,773.01**	**$55,411.67**	**$58,182.25**	**$61,091.36**	**$64,145.93**	**$65,749.58**	**Annual**
		$3,988.89	$4,188.33	$4,397.75	$4,617.64	$4,848.52	$5,090.95	$5,345.49	$5,479.13	Monthly
	Range: 62	$23.01	$24.16	$25.37	$26.64	$27.97	$29.37	$30.84	$31.61	Hourly
Associate Planner	30502	**$53,693.47**	**$56,378.14**	**$59,197.05**	**$62,156.90**	**$65,264.75**	**$68,527.99**	**$71,954.39**	**$73,753.24**	**Annual**
		$4,474.46	$4,698.18	$4,933.09	$5,179.74	$5,438.73	$5,710.67	$5,996.20	$6,146.10	Monthly
	Range: 61	$25.81	$27.10	$28.46	$29.88	$31.38	$32.95	$34.59	$35.46	Hourly
GIS Specialist	30504	**$53,095.92**	**$55,750.72**	**$58,538.25**	**$61,465.16**	**$64,538.42**	**$67,765.34**	**$71,153.61**	**$72,932.45**	**Annual**
		$4,424.66	$4,645.89	$4,878.19	$5,122.10	$5,378.20	$5,647.11	$5,929.47	$6,077.70	Monthly
	Range: 60	$25.53	$26.80	$28.14	$29.55	$31.03	$32.58	$34.21	$35.06	Hourly
Public Works Supervisor	30903	**$44,394.07**	**$46,613.77**	**$48,944.46**	**$51,391.69**	**$53,961.27**	**$56,659.33**	**$59,492.30**	**$60,979.61**	**Annual**
		$3,699.51	$3,884.48	$4,078.71	$4,282.64	$4,496.77	$4,721.61	$4,957.69	$5,081.63	Monthly
	Range: 63	$21.34	$22.41	$23.53	$24.71	$25.94	$27.24	$28.60	$29.32	Hourly
Sr. Code Compliance Specialist		**$53,358.20**	**$56,026.11**	**$58,827.42**	**$61,768.79**	**$64,857.23**	**$68,100.09**	**$71,505.09**	**$73,292.72**	**Annual**
	30311	$4,446.52	$4,668.84	$4,902.28	$5,147.40	$5,404.77	$5,675.01	$5,958.76	$6,107.73	Monthly
	Range: 66	$25.65	$26.94	$28.28	$29.70	$31.18	$32.74	$34.38	$35.24	Hourly
Code Enforcement Specialist		**$43,897.93**	**$46,092.83**	**$48,397.47**	**$50,817.34**	**$53,358.21**	**$56,026.12**	**$58,827.42**	**$60,298.11**	**Annual**
	30310	$3,658.16	$3,841.07	$4,033.12	$4,234.78	$4,446.52	$4,668.84	$4,902.29	$5,024.84	Monthly
	Range: 65	$21.10	$22.16	$23.27	$24.43	$25.65	$26.94	$28.28	$28.99	Hourly
Building/Fire Inspector	30300	**$42,470.30**	**$44,593.82**	**$46,823.51**	**$49,164.68**	**$51,622.92**	**$54,204.06**	**$56,914.26**	**$58,337.12**	**Annual**
Code & Cons Compl Spec.	30311	$3,539.19	$3,716.15	$3,901.96	$4,097.06	$4,301.91	$4,517.01	$4,742.86	$4,861.43	Monthly
Construction Inspector	20920	$20.42	$21.44	$22.51	$23.64	$24.82	$26.06	$27.36	$28.05	Hourly
	Range: 59									
Admin/Program Analyst II	50340	**$43,329.32**	**$45,495.79**	**$47,770.58**	**$50,159.10**	**$52,667.06**	**$55,300.41**	**$58,065.43**	**$59,517.07**	**Annual**
		$3,610.78	$3,791.32	$3,980.88	$4,179.93	$4,388.92	$4,608.37	$4,838.79	$4,959.76	Monthly
	Range: 58	$20.83	$21.87	$22.97	$24.11	$25.32	$26.59	$27.92	$28.61	Hourly
Office Coordinator	30940	**$40,825.45**	**$42,866.72**	**$45,010.06**	**$47,260.56**	**$49,623.59**	**$52,104.77**	**$54,710.01**	**$56,077.76**	**Annual**
		$3,402.12	$3,572.23	$3,750.84	$3,938.38	$4,135.30	$4,342.06	$4,559.17	$4,673.15	Monthly
	Range: 57	$19.63	$20.61	$21.64	$22.72	$23.86	$25.05	$26.30	$26.96	Hourly
Lead Equipment Mechanic	70200	**$38,359.73**	**$40,277.72**	**$42,291.60**	**$44,406.18**	**$46,626.49**	**$48,957.82**	**$51,405.71**	**$52,690.85**	**Annual**
		$3,196.64	$3,356.48	$3,524.30	$3,700.52	$3,885.54	$4,079.82	$4,283.81	$4,390.90	Monthly
	Range: 56	$18.44	$19.36	$20.33	$21.35	$22.42	$23.54	$24.71	$25.33	Hourly
Program Analyst I	50310	**$38,608.01**	**$40,538.41**	**$42,565.33**	**$44,693.60**	**$46,928.28**	**$49,274.69**	**$51,738.43**	**$53,031.89**	**Annual**
		$3,217.33	$3,378.20	$3,547.11	$3,724.47	$3,910.69	$4,106.22	$4,311.54	$4,419.32	Monthly
	Range: 55	$18.56	$19.49	$20.46	$21.49	$22.56	$23.69	$24.87	$25.50	Hourly
Counter Technician	30503	**$36,081.02**	**$37,885.07**	**$39,779.32**	**$41,768.29**	**$43,856.71**	**$46,049.54**	**$48,352.02**	**$49,560.82**	**Annual**
Assistant Planner	30501	$3,006.75	$3,157.09	$3,314.94	$3,480.69	$3,654.73	$3,837.46	$4,029.33	$4,130.07	Monthly
	Range: 54	$17.35	$18.21	$19.12	$20.08	$21.08	$22.14	$23.25	$23.83	Hourly

Public Works Operator III	70100	$34,784.16	$36,523.37	$38,349.54	$40,267.01	$42,280.36	$44,394.38	$46,614.10	$47,779.45	Annual
Park Maint. Technician III	70400	$2,898.68	$3,043.61	$3,195.79	$3,355.58	$3,523.36	$3,699.53	$3,884.51	$3,981.62	Monthly
Cement Finisher	60910	$16.72	$17.56	$18.44	$19.36	$20.33	$21.34	$22.41	$22.97	Hourly
Cultural Facilities Curator	80500									
Tech Dir/Facility Ops	70510									
	Range: 53									
Equipment Mechanic	80300	$33,965.67	$35,663.95	$37,447.15	$39,319.51	$41,285.48	$43,349.76	$45,517.25	$46,655.18	Annual
		$2,830.47	$2,972.00	$3,120.60	$3,276.63	$3,440.46	$3,612.48	$3,793.10	$3,887.93	Monthly
	Range: 52	$16.33	$17.15	$18.00	$18.90	$19.85	$20.84	$21.88	$22.43	Hourly
Accountant	60800	$34,706.35	$36,441.67	$38,263.75	$40,176.94	$42,185.79	$44,295.07	$46,509.83	$47,672.57	Annual
		$2,892.20	$3,036.81	$3,188.65	$3,348.08	$3,515.48	$3,691.26	$3,875.82	$3,972.71	Monthly
	Range: 51	$16.69	$17.52	$18.40	$19.32	$20.28	$21.30	$22.36	$22.92	Hourly
Public Works Operator II	80100	$33,145.80	$34,803.09	$36,543.24	$38,370.41	$40,288.93	$42,303.37	$44,418.54	$45,529.01	Annual
Parks Maint. Technician II	80400	$2,762.15	$2,900.26	$3,045.27	$3,197.53	$3,357.41	$3,525.28	$3,701.55	$3,794.08	Monthly
Building Maint. Tech II	30601	$15.94	$16.73	$17.57	$18.45	$19.37	$20.34	$21.36	$21.89	Hourly
	Range: 50									
Administrative Assistant		$34,147.11	$35,854.47	$37,647.19	$39,529.55	$41,506.03	$43,581.33	$45,760.39	$46,904.40	Annual
	60100, 60405, 60406, 60402	$2,845.59	$2,987.87	$3,137.27	$3,294.13	$3,458.84	$3,631.78	$3,813.37	$3,908.70	Monthly
	Range: 49	$16.42	$17.24	$18.10	$19.00	$19.95	$20.95	$22.00	$22.55	Hourly
Accounting Technician	60900	$33,053.68	$34,706.36	$36,441.68	$38,263.77	$40,176.95	$42,185.80	$44,295.09	$45,402.47	Annual
		$2,754.47	$2,892.20	$3,036.81	$3,188.65	$3,348.08	$3,515.48	$3,691.26	$3,783.54	Monthly
	Range: 48	$15.89	$16.69	$17.52	$18.40	$19.32	$20.28	$21.30	$21.83	Hourly
Public Works Operator I	80200	$30,836.21	$32,378.02	$33,996.92	$35,696.77	$37,481.61	$39,355.69	$41,323.47	$42,356.56	Annual
		$2,569.68	$2,698.17	$2,833.08	$2,974.73	$3,123.47	$3,279.64	$3,443.62	$3,529.71	Monthly
	Range: 47	$14.83	$15.57	$16.34	$17.16	$18.02	$18.92	$19.87	$20.36	Hourly
Staff Assistant	60302	$27,606.74	$28,987.08	$30,436.43	$31,958.25	$33,556.17	$35,233.97	$36,995.67	$37,920.56	Annual
		$2,300.56	$2,415.59	$2,536.37	$2,663.19	$2,796.35	$2,936.16	$3,082.97	$3,160.05	Monthly
	Range: 46	$13.27	$13.94	$14.63	$15.36	$16.13	$16.94	$17.79	$18.23	Hourly
Parks Maint. Technician I	80440	$20,800.00	$21,840.00	$22,932.00	$24,078.60	$25,282.53	$26,546.66	$27,873.99	$28,570.84	Annual
Office/Field Aide	80930	$1,733.33	$1,820.00	$1,911.00	$2,006.55	$2,106.88	$2,212.22	$2,322.83	$2,380.90	Monthly
	Range: 45	$10.00	$10.50	$11.03	$11.58	$12.16	$12.76	$13.40	$13.74	Hourly

CITY OF OROVILLE

Classifications & Compensation for Oroville City Employee's Association (OCEA) Members

Revised 07/01/16 Add 2.5% Inc. to Step H EXHIBIT "A" Table 15 5/1/2015

CLASSIFICATION:		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Associate Civil Engr.	20910	$57,694.77	$60,579.51	$63,608.48	$66,788.91	$70,128.35	$73,634.77	$77,316.51	$81,182.34	Annual
		$4,807.90	$5,048.29	$5,300.71	$5,565.74	$5,844.03	$6,136.23	$6,443.04	$6,765.19	Monthly
	Range: 64	$27.74	$29.12	$30.58	$32.11	$33.72	$35.40	$37.17	$39.03	Hourly
Signal Tech/Electrician	60922	$47,866.68	$50,260.01	$52,773.01	$55,411.67	$58,182.25	$61,091.36	$64,145.93	$67,353.23	Annual
		$3,988.89	$4,188.33	$4,397.75	$4,617.64	$4,848.52	$5,090.95	$5,345.49	$5,612.77	Monthly
	Range: 62	$23.01	$24.16	$25.37	$26.64	$27.97	$29.37	$30.84	$32.38	Hourly
Associate Planner	30502	$53,693.47	$56,378.14	$59,197.05	$62,156.90	$65,264.75	$68,527.99	$71,954.39	$75,552.10	Annual
		$4,474.46	$4,698.18	$4,933.09	$5,179.74	$5,438.73	$5,710.67	$5,996.20	$6,296.01	Monthly
	Range: 61	$25.81	$27.10	$28.46	$29.88	$31.38	$32.95	$34.59	$36.32	Hourly
GIS Specialist	30504	$53,095.92	$55,750.72	$58,538.25	$61,465.16	$64,538.42	$67,765.34	$71,153.61	$74,711.29	Annual
		$4,424.66	$4,645.89	$4,878.19	$5,122.10	$5,378.20	$5,647.11	$5,929.47	$6,225.94	Monthly
	Range: 60	$25.53	$26.80	$28.14	$29.55	$31.03	$32.58	$34.21	$35.92	Hourly
Public Works Supervisor	30903	$44,394.07	$46,613.77	$48,944.46	$51,391.69	$53,961.27	$56,659.33	$59,492.30	$62,466.91	Annual
		$3,699.51	$3,884.48	$4,078.71	$4,282.64	$4,496.77	$4,721.61	$4,957.69	$5,205.58	Monthly
	Range: 63	$21.34	$22.41	$23.53	$24.71	$25.94	$27.24	$28.60	$30.03	Hourly
Sr. Code Compliance Specialist		$53,358.20	$56,026.11	$58,827.42	$61,768.79	$64,857.23	$68,100.09	$71,505.09	$75,080.35	Annual
	30311	$4,446.52	$4,668.84	$4,902.28	$5,147.40	$5,404.77	$5,675.01	$5,958.76	$6,256.70	Monthly
	Range: 66	$25.65	$26.94	$28.28	$29.70	$31.18	$32.74	$34.38	$36.10	Hourly
Code Enforcement Specialist		$43,897.93	$46,092.83	$48,397.47	$50,817.34	$53,358.21	$56,026.12	$58,827.42	$61,768.80	Annual
	30310	$3,658.16	$3,841.07	$4,033.12	$4,234.78	$4,446.52	$4,668.84	$4,902.29	$5,147.40	Monthly
	Range: 65	$21.10	$22.16	$23.27	$24.43	$25.65	$26.94	$28.28	$29.70	Hourly
Building/Fire Inspector	30300	$42,470.30	$44,593.82	$46,823.51	$49,164.68	$51,622.92	$54,204.06	$56,914.26	$59,759.98	Annual
Code & Cons Compl Spec.	30311	$3,539.19	$3,716.15	$3,901.96	$4,097.06	$4,301.91	$4,517.01	$4,742.86	$4,980.00	Monthly
Construction Inspector	20920	$20.42	$21.44	$22.51	$23.64	$24.82	$26.06	$27.36	$28.73	Hourly
	Range: 59									
Admin/Program Analyst II	50340	$43,329.32	$45,495.79	$47,770.58	$50,159.10	$52,667.06	$55,300.41	$58,065.43	$60,968.70	Annual
		$3,610.78	$3,791.32	$3,980.88	$4,179.93	$4,388.92	$4,608.37	$4,838.79	$5,080.73	Monthly
	Range: 58	$20.83	$21.87	$22.97	$24.11	$25.32	$26.59	$27.92	$29.31	Hourly
Office Coordinator	30940	$40,825.45	$42,866.72	$45,010.06	$47,260.56	$49,623.59	$52,104.77	$54,710.01	$57,445.51	Annual
		$3,402.12	$3,572.23	$3,750.84	$3,938.38	$4,135.30	$4,342.06	$4,559.17	$4,787.13	Monthly
	Range: 57	$19.63	$20.61	$21.64	$22.72	$23.86	$25.05	$26.30	$27.62	Hourly
Lead Equipment Mechanic	70200	$38,359.73	$40,277.72	$42,291.60	$44,406.18	$46,626.49	$48,957.82	$51,405.71	$53,975.99	Annual
		$3,196.64	$3,356.48	$3,524.30	$3,700.52	$3,885.54	$4,079.82	$4,283.81	$4,498.00	Monthly
	Range: 56	$18.44	$19.36	$20.33	$21.35	$22.42	$23.54	$24.71	$25.95	Hourly
Program Analyst I	50310	$38,608.01	$40,538.41	$42,565.33	$44,693.60	$46,928.28	$49,274.69	$51,738.43	$54,325.35	Annual
		$3,217.33	$3,378.20	$3,547.11	$3,724.47	$3,910.69	$4,106.22	$4,311.54	$4,527.11	Monthly
	Range: 55	$18.56	$19.49	$20.46	$21.49	$22.56	$23.69	$24.87	$26.12	Hourly
Counter Technician	30503	$36,081.02	$37,885.07	$39,779.32	$41,768.29	$43,856.71	$46,049.54	$48,352.02	$50,769.62	Annual
Assistant Planner	30501	$3,006.75	$3,157.09	$3,314.94	$3,480.69	$3,654.73	$3,837.46	$4,029.33	$4,230.80	Monthly
	Range: 54	$17.35	$18.21	$19.12	$20.08	$21.08	$22.14	$23.25	$24.41	Hourly

Public Works Operator III	**70100**	**$34,784.16**	**$36,523.37**	**$38,349.54**	**$40,267.01**	**$42,280.36**	**$44,394.38**	**$46,614.10**	**$48,944.81**	**Annual**
Park Maint. Technician III	**70400**	$2,898.68	$3,043.61	$3,195.79	$3,355.58	$3,523.36	$3,699.53	$3,884.51	$4,078.73	Monthly
Cement Finisher	**60910**	$16.72	$17.56	$18.44	$19.36	$20.33	$21.34	$22.41	$23.53	Hourly
Cultural Facilities Curator	**80500**									
Tech Dir/Facility Ops	**70510**									
	Range: 53									
Equipment Mechanic	**80300**	**$33,965.67**	**$35,663.95**	**$37,447.15**	**$39,319.51**	**$41,285.48**	**$43,349.76**	**$45,517.25**	**$47,793.11**	**Annual**
		$2,830.47	$2,972.00	$3,120.60	$3,276.63	$3,440.46	$3,612.48	$3,793.10	$3,982.76	Monthly
	Range: 52	$16.33	$17.15	$18.00	$18.90	$19.85	$20.84	$21.88	$22.98	Hourly
Accountant	**60800**	**$34,706.35**	**$36,441.67**	**$38,263.75**	**$40,176.94**	**$42,185.79**	**$44,295.07**	**$46,509.83**	**$48,835.32**	**Annual**
		$2,892.20	$3,036.81	$3,188.65	$3,348.08	$3,515.48	$3,691.26	$3,875.82	$4,069.61	Monthly
	Range: 51	$16.69	$17.52	$18.40	$19.32	$20.28	$21.30	$22.36	$23.48	Hourly
Public Works Operator II	**80100**	**$33,145.80**	**$34,803.09**	**$36,543.24**	**$38,370.41**	**$40,288.93**	**$42,303.37**	**$44,418.54**	**$46,639.47**	**Annual**
Parks Maint. Technician II	**80400**	$2,762.15	$2,900.26	$3,045.27	$3,197.53	$3,357.41	$3,525.28	$3,701.55	$3,886.62	Monthly
Building Maint. Tech II	**30601**	$15.94	$16.73	$17.57	$18.45	$19.37	$20.34	$21.36	$22.42	Hourly
	Range: 50									
Administrative Assistant		**$34,147.11**	**$35,854.47**	**$37,647.19**	**$39,529.55**	**$41,506.03**	**$43,581.33**	**$45,760.39**	**$48,048.41**	**Annual**
60100, 60405, 60406, 60402		$2,845.59	$2,987.87	$3,137.27	$3,294.13	$3,458.84	$3,631.78	$3,813.37	$4,004.03	Monthly
	Range: 49	$16.42	$17.24	$18.10	$19.00	$19.95	$20.95	$22.00	$23.10	Hourly
Accounting Technician	**60900**	**$33,053.68**	**$34,706.36**	**$36,441.68**	**$38,263.77**	**$40,176.95**	**$42,185.80**	**$44,295.09**	**$46,509.85**	**Annual**
		$2,754.47	$2,892.20	$3,036.81	$3,188.65	$3,348.08	$3,515.48	$3,691.26	$3,875.82	Monthly
	Range: 48	$15.89	$16.69	$17.52	$18.40	$19.32	$20.28	$21.30	$22.36	Hourly
Public Works Operator I	**80200**	**$30,836.21**	**$32,378.02**	**$33,996.92**	**$35,696.77**	**$37,481.61**	**$39,355.69**	**$41,323.47**	**$43,389.64**	**Annual**
		$2,569.68	$2,698.17	$2,833.08	$2,974.73	$3,123.47	$3,279.64	$3,443.62	$3,615.80	Monthly
	Range: 47	$14.83	$15.57	$16.34	$17.16	$18.02	$18.92	$19.87	$20.86	Hourly
Staff Assistant	**60302**	**$27,606.74**	**$28,987.08**	**$30,436.43**	**$31,958.25**	**$33,556.17**	**$35,233.97**	**$36,995.67**	**$38,845.46**	**Annual**
		$2,300.56	$2,415.59	$2,536.37	$2,663.19	$2,796.35	$2,936.16	$3,082.97	$3,237.12	Monthly
	Range: 46	$13.27	$13.94	$14.63	$15.36	$16.13	$16.94	$17.79	$18.68	Hourly
Parks Maint. Technician I	**80440**	**$20,800.00**	**$21,840.00**	**$22,932.00**	**$24,078.60**	**$25,282.53**	**$26,546.66**	**$27,873.99**	**$29,267.69**	**Annual**
Office/Field Aide	**80930**	$1,733.33	$1,820.00	$1,911.00	$2,006.55	$2,106.88	$2,212.22	$2,322.83	$2,438.97	Monthly
	Range: 45	$10.00	$10.50	$11.03	$11.58	$12.16	$12.76	$13.40	$14.07	Hourly

CITY OF OROVILLE

Classifications & Compensation for Oroville City Employee's Association (OCEA) Members

Revised 07/01/17 Add 1% Salary Increase EXHIBIT "A" Table 15 5/1/2015

CLASSIFICATION:		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Associate Civil Engr.	20910	$58,271.72	$61,185.31	$64,244.57	$67,456.80	$70,829.64	$74,371.12	$78,089.68	$81,994.16	Annual
		$4,855.98	$5,098.78	$5,353.71	$5,621.40	$5,902.47	$6,197.59	$6,507.47	$6,832.85	Monthly
	Range: 64	$28.02	$29.42	$30.89	$32.43	$34.05	$35.76	$37.54	$39.42	Hourly
Signal Tech/Electrician	60922	$48,345.35	$50,762.62	$53,300.75	$55,965.79	$58,764.08	$61,702.28	$64,787.39	$68,026.76	Annual
		$4,028.78	$4,230.22	$4,441.73	$4,663.82	$4,897.01	$5,141.86	$5,398.95	$5,668.90	Monthly
	Range: 62	$23.24	$24.41	$25.63	$26.91	$28.25	$29.66	$31.15	$32.71	Hourly
Associate Planner	30502	$54,230.40	$56,941.92	$59,789.02	$62,778.47	$65,917.39	$69,213.26	$72,673.92	$76,307.62	Annual
		$4,519.20	$4,745.16	$4,982.42	$5,231.54	$5,493.12	$5,767.77	$6,056.16	$6,358.97	Monthly
	Range: 61	$26.07	$27.38	$28.74	$30.18	$31.69	$33.28	$34.94	$36.69	Hourly
GIS Specialist	30504	$53,626.88	$56,308.22	$59,123.64	$62,079.82	$65,183.81	$68,443.00	$71,865.15	$75,458.41	Annual
		$4,468.91	$4,692.35	$4,926.97	$5,173.32	$5,431.98	$5,703.58	$5,988.76	$6,288.20	Monthly
	Range: 60	$25.78	$27.07	$28.42	$29.85	$31.34	$32.91	$34.55	$36.28	Hourly
Public Works Supervisor	30903	$44,838.01	$47,079.91	$49,433.91	$51,905.60	$54,500.88	$57,225.93	$60,087.22	$63,091.58	Annual
		$3,736.50	$3,923.33	$4,119.49	$4,325.47	$4,541.74	$4,768.83	$5,007.27	$5,257.63	Monthly
	Range: 63	$21.56	$22.63	$23.77	$24.95	$26.20	$27.51	$28.89	$30.33	Hourly
Sr. Code Compliance Specialist		$53,891.78	$56,586.37	$59,415.69	$62,386.47	$65,505.80	$68,781.09	$72,220.14	$75,831.15	Annual
	30311	$4,490.98	$4,715.53	$4,951.31	$5,198.87	$5,458.82	$5,731.76	$6,018.34	$6,319.26	Monthly
	Range: 66	$25.91	$27.20	$28.57	$29.99	$31.49	$33.07	$34.72	$36.46	Hourly
Code Enforcement Specialist		$44,336.91	$46,553.76	$48,881.44	$51,325.52	$53,891.79	$56,586.38	$59,415.70	$62,386.48	Annual
	30310	$3,694.74	$3,879.48	$4,073.45	$4,277.13	$4,490.98	$4,715.53	$4,951.31	$5,198.87	Monthly
	Range: 65	$21.32	$22.38	$23.50	$24.68	$25.91	$27.20	$28.57	$29.99	Hourly
Building/Fire Inspector	30300	$42,895.00	$45,039.75	$47,291.74	$49,656.32	$52,139.14	$54,746.10	$57,483.40	$60,357.57	Annual
Code & Cons Compl Spec.	30311	$3,574.58	$3,753.31	$3,940.98	$4,138.03	$4,344.93	$4,562.17	$4,790.28	$5,029.80	Monthly
Construction Inspector	20920	$20.62	$21.65	$22.74	$23.87	$25.07	$26.32	$27.64	$29.02	Hourly
	Range: 59									
Admin/Program Analyst II	50340	$43,762.61	$45,950.74	$48,248.28	$50,660.69	$53,193.73	$55,853.41	$58,646.08	$61,578.39	Annual
		$3,646.88	$3,829.23	$4,020.69	$4,221.72	$4,432.81	$4,654.45	$4,887.17	$5,131.53	Monthly
	Range: 58	$21.04	$22.09	$23.20	$24.36	$25.57	$26.85	$28.20	$29.60	Hourly
Office Coordinator	30940	$41,233.70	$43,295.39	$45,460.15	$47,733.16	$50,119.82	$52,625.81	$55,257.10	$58,019.96	Annual
		$3,436.14	$3,607.95	$3,788.35	$3,977.76	$4,176.65	$4,385.48	$4,604.76	$4,835.00	Monthly
	Range: 57	$19.82	$20.82	$21.86	$22.95	$24.10	$25.30	$26.57	$27.89	Hourly
Lead Equipment Mechanic	70200	$38,743.33	$40,680.50	$42,714.52	$44,850.25	$47,092.76	$49,447.40	$51,919.77	$54,515.76	Annual
		$3,228.61	$3,390.04	$3,559.54	$3,737.52	$3,924.40	$4,120.62	$4,326.65	$4,542.98	Monthly
	Range: 56	$18.63	$19.56	$20.54	$21.56	$22.64	$23.77	$24.96	$26.21	Hourly
Program Analyst I	50310	$38,994.09	$40,943.79	$42,990.98	$45,140.53	$47,397.56	$49,767.44	$52,255.81	$54,868.60	Annual
		$3,249.51	$3,411.98	$3,582.58	$3,761.71	$3,949.80	$4,147.29	$4,354.65	$4,572.38	Monthly
	Range: 55	$18.75	$19.68	$20.67	$21.70	$22.79	$23.93	$25.12	$26.38	Hourly
Counter Technician	30503	$36,441.83	$38,263.92	$40,177.12	$42,185.97	$44,295.27	$46,510.04	$48,835.54	$51,277.31	Annual
Assistant Planner	30501	$3,036.82	$3,188.66	$3,348.09	$3,515.50	$3,691.27	$3,875.84	$4,069.63	$4,273.11	Monthly
	Range: 54	$17.52	$18.40	$19.32	$20.28	$21.30	$22.36	$23.48	$24.65	Hourly

Public Works Operator III	**70100**	**$35,132.00**	**$36,888.60**	**$38,733.03**	**$40,669.68**	**$42,703.17**	**$44,838.32**	**$47,080.24**	**$49,434.25**	**Annual**
Park Maint. Technician III	**70400**	$2,927.67	$3,074.05	$3,227.75	$3,389.14	$3,558.60	$3,736.53	$3,923.35	$4,119.52	Monthly
Cement Finisher	**60910**	$16.89	$17.73	$18.62	$19.55	$20.53	$21.56	$22.63	$23.77	Hourly
Cultural Facilities Curator	**80500**									
Tech Dir/Facility Ops	**70510**									
	Range: 53									
Equipment Mechanic	**80300**	**$34,305.33**	**$36,020.60**	**$37,821.63**	**$39,712.71**	**$41,698.34**	**$43,783.26**	**$45,972.42**	**$48,271.04**	**Annual**
		$2,858.78	$3,001.72	$3,151.80	$3,309.39	$3,474.86	$3,648.61	$3,831.04	$4,022.59	Monthly
	Range: 52	$16.49	$17.32	$18.18	$19.09	$20.05	$21.05	$22.10	$23.21	Hourly
Accountant	**60800**	**$35,053.41**	**$36,806.08**	**$38,646.38**	**$40,578.70**	**$42,607.64**	**$44,738.02**	**$46,974.92**	**$49,323.67**	**Annual**
		$2,921.12	$3,067.17	$3,220.53	$3,381.56	$3,550.64	$3,728.17	$3,914.58	$4,110.31	Monthly
	Range: 51	$16.85	$17.70	$18.58	$19.51	$20.48	$21.51	$22.58	$23.71	Hourly
Public Works Operator II	**80100**	**$33,477.26**	**$35,151.12**	**$36,908.68**	**$38,754.11**	**$40,691.82**	**$42,726.41**	**$44,862.73**	**$47,105.87**	**Annual**
Parks Maint. Technician II	**80400**	$2,789.77	$2,929.26	$3,075.72	$3,229.51	$3,390.98	$3,560.53	$3,738.56	$3,925.49	Monthly
Building Maint. Tech II	**30601**	$16.09	$16.90	$17.74	$18.63	$19.56	$20.54	$21.57	$22.65	Hourly
	Range: 50									
Administrative Assistant		**$34,488.58**	**$36,213.01**	**$38,023.66**	**$39,924.84**	**$41,921.08**	**$44,017.14**	**$46,218.00**	**$48,528.90**	**Annual**
60100, 60405, 60406, 60402		$2,874.05	$3,017.75	$3,168.64	$3,327.07	$3,493.42	$3,668.09	$3,851.50	$4,044.07	Monthly
	Range: 49	$16.58	$17.41	$18.28	$19.19	$20.15	$21.16	$22.22	$23.33	Hourly
Accounting Technician	**60900**	**$33,384.22**	**$35,053.43**	**$36,806.10**	**$38,646.41**	**$40,578.73**	**$42,607.66**	**$44,738.05**	**$46,974.95**	**Annual**
		$2,782.02	$2,921.12	$3,067.18	$3,220.53	$3,381.56	$3,550.64	$3,728.17	$3,914.58	Monthly
	Range: 48	$16.05	$16.85	$17.70	$18.58	$19.51	$20.48	$21.51	$22.58	Hourly
Public Works Operator I	**80200**	**$31,144.57**	**$32,701.80**	**$34,336.89**	**$36,053.73**	**$37,856.42**	**$39,749.24**	**$41,736.70**	**$43,823.54**	**Annual**
		$2,595.38	$2,725.15	$2,861.41	$3,004.48	$3,154.70	$3,312.44	$3,478.06	$3,651.96	Monthly
	Range: 47	$14.97	$15.72	$16.51	$17.33	$18.20	$19.11	$20.07	$21.07	Hourly
Staff Assistant	**60302**	**$27,882.81**	**$29,276.95**	**$30,740.80**	**$32,277.84**	**$33,891.73**	**$35,586.32**	**$37,365.63**	**$39,233.91**	**Annual**
		$2,323.57	$2,439.75	$2,561.73	$2,689.82	$2,824.31	$2,965.53	$3,113.80	$3,269.49	Monthly
	Range: 46	$13.41	$14.08	$14.78	$15.52	$16.29	$17.11	$17.96	$18.86	Hourly
Parks Maint. Technician I	**80440**	**$21,008.00**	**$22,058.40**	**$23,161.32**	**$24,319.39**	**$25,535.36**	**$26,812.12**	**$28,152.73**	**$29,560.37**	**Annual**
Office/Field Aide	**80930**	$1,750.67	$1,838.20	$1,930.11	$2,026.62	$2,127.95	$2,234.34	$2,346.06	$2,463.36	Monthly
	Range: 45	$10.10	$10.61	$11.14	$11.69	$12.28	$12.89	$13.53	$14.21	Hourly

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 a 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 many 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.

2. 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 l2 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 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:

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
Propoxyphene	200	ng/ml

(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 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.

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:
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

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 first hand the employee's signs and symptoms.

3. 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.
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.

2. 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

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.

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.

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 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.

I 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

I 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.