

MEMORANDUM OF UNDERSTANDING
FOR
PUBLIC EMPLOYEES' UNION, LOCAL 1 / AFSCME 57



AND

CITY OF YUBA CITY



TERM FEBRUARY 10, 2024 – JUNE 26, 2026

TABLE OF CONTENTS

Preamble..... 4

Article 1. – Recognition 4

Article 2. – Management Rights 4

Article 3. – Union Rights 5

Article 4. – Wages 5

4.1 Salary Schedule..... 5

4.2 Merit Increases 5

4.3 Salary Increases 6

4.4 Salary Surveys 6

4.5 Park Maintenance Worker I 6

4.6 Wage Reopener 6

4.7 One-Time Payment 6

4.8 Deferred Compensation 7

Article 5. – Overtime 7

Article 6. – Compensatory Time Off (CTO)..... 7

Article 7. – Uniforms..... 7

Article 8. – Holidays..... 7

8.1 Recognized Holidays 7

8.2 Compensation for Holiday Work..... 8

8.3 Treatment Plant Employees Recognized Holiday Falls on Day Off 8

8.4 Animal Control Officers Recognized Holiday Falls on Day Off..... 9

8.5 Floating Holidays 9

Article 9. – Employee Benefit Plans 9

9.1 Health Plans..... 9

9.2 Medical-in-lieu..... 9

9.3 Dental and Vision Plans 10

9.4 Life Insurance 10

9.5 Employee Assistance Program (EAP)..... 10

9.6 Flexible Spending Account..... 11

9.7 Dependent Care Spending Plan..... 11

9.8 Short Term Disability 11

Article 10. – Vacation Accrual	11
10.1 Vacation Accrual.....	11
10.2 Vacation Sell-Back.....	11
Article 11. – Public Employees’ Retirement System (CalPERS)	12
11.1 New Member.....	12
11.2 Classic Member Retirement Formulas.....	12
11.3 “New Member” Retirement Formulas.....	12
11.4 Optional Benefits	13
Article 12. – Tuition Reimbursement.....	13
Article 13. – Incentives	13
13.1 Bilingual Pay	13
Article 14. – Callback and Stand-by.....	13
14.1 Public Works Stand-by.....	13
14.2 Animal Services Stand-by	15
14.3 Parks Division Stand-by.....	16
Article 15. – Animal Control Officers Work Schedules and Related Issues	17
15.1 Shift Assignments Determined By City	17
15.2 Shift schedules.....	17
15.3 Shift Assignment.....	18
15.4 Maximum Hours	18
15.5 Schedule Changes.....	18
15.6 Shift rotation.....	18
15.7 Shift trades.....	19
15.8 Vacation Requests.....	19
Article 16. – Required Certifications.....	19
Article 17. – Certificate Pay	19
Article 18. – Shift Differential.....	20
Article 19. – Treatment Plant Work Schedules and Related Issues	20
19.1 Applicability.....	20
19.2 Treatment Plant Coverage.....	20
19.3 Shift Assignment.....	21
19.4 Maximum Hours	21

19.5	Workweek Split.....	21
19.6	Schedule Changes.....	21
19.7	Shift Rotation	22
19.8	Operator Shift Trades	22
19.9	Vacation Requests.....	22
19.10	Reporting and Allocation of Leave Hours.....	23
19.11	Operation Certification	23
19.12	Certification Support.....	23
19.13	Certificate Testing.....	24
19.14	Certificate Re-testing	24
19.15	Certificate Retention Review Classes	24
19.16	Training on the Job Mandatory Training	25
Article 20.	– Catastrophic Leave	25
Article 21.	– Counseling Memos	25
Article 22.	– Substance Abuse Policy	26
Article 23.	– Discipline Procedure	26
Article 24.	– Grievance Procedure.....	29
Article 25.	– Term of Agreement	30
Article 26.	– Appendix “A” Recognition.....	32
Article 27.	– Appendix “B” Salary Schedule.....	33
Article 28.	– Appendix “C” Alcohol and Drug Abuse Policy	34
Article 29.	– Appendix “D” Catastrophic Illness and Injury Donation Plan	57
Article 30.	– Appendix “E” Counseling Memo Policy.....	58
Article 31.	– Appendix “F” Uniform Calculations	59
Article 32.	– Appendix “G” Alternate Work Schedule Application	60

Preamble

This agreement between the City of Yuba City (City) and the Miscellaneous Employee Unit / Public Employees' Union, Local 1 (Local 1), has as its purpose the promotion of harmonious labor relations between the City and Local 1 and the establishment of rates of pay, hours of work, and other conditions of employment.

Article 1. – Recognition

The City recognizes Local 1 as the exclusive representative for full-time and regular part-time employees in the classifications in Appendix "A" Recognition as amended.

Article 2. – Management Rights

After discussion and due consideration, it is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to: The exclusive right to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City Council on its own behalf and on behalf of the City, hereby retains and reserves unto itself all rights, power, authority, duty, responsibility, and obligations confirmed on and vested in it by the laws and Constitution of the State of California and the United States of America.

Neither party is waiving their right to bargain or meet or confer over these issues, pursuant to the MMBA and all governing and relevant laws.

Article 3. – Union Rights

Local 1 shall be granted up to 160 (non-cumulative from year-to-year) hours of leave per calendar year to conduct Local 1 business and attend training sessions related to employee relations. All hours shall be counted except for time spent actually attending meetings with the City. Local 1 leave is subject to the same accountability standards as are other leaves taken by City employees. In order to utilize Local 1 leave, prior notice must be given to the immediate supervisor and Director of Human Resources as follows:

- a. Such release time to attend training conferences shall, whenever possible, be made two (2) weeks in advance of such conference or seminar;
- b. Such release time to conduct Local 1 business shall, whenever possible, be made one (1) shift in advance;
- c. Such release time to attend a grievance meeting or disciplinary conference (i.e., Skelly) called by management (not assessed against Local 1 business leave) shall be made as soon as possible upon learning of said meeting.

The representative or designee should provide notice to their immediate supervisor or, in the absence of said supervisor, to the Department Head. Despite the granting of release time, employees are expected to, on an overall basis, complete their work.

The City shall provide notice to Local 1 regarding changes in job classifications or policies that fall within the scope of representation under the MMBA. Local 1 shall have fifteen (15) days to request a meet and confer.

Article 4. – Wages

4.1 Salary Schedule

Employees hired before June 5, 2018, are on the five (5) step salary schedule. Employees hired after June 4, 2018, are on the nine (9) step salary schedule. The salary schedules are attached as Appendix "B" Salary Schedule.

4.2 Merit Increases

Merit salary increases are not automatic. They are based on performance as judged by the department. Department Heads may approve increases only for those employees who have demonstrated appropriate standards of work performance. Merit increases may be recommended to the next highest step in the salary range for the classification. Department Heads may recommend an additional merit step increase based on exceptional performance by an employee. This action must be approved in advance by the City Manager. When a merit increase is denied the employee may appeal such decision through their chain of command up to the Department Head, the appointing authority's decision is final.

4.3 Salary Increases

Effective February 10, 2024, all classifications receive a one and a quarter percent (1.25%) increase.

4.4 Salary Surveys

Salary Surveys include only the following Comparable Agencies: City of Davis; City of Lincoln; City of Lodi; City of Madera; City of Manteca; City of Rocklin; City of Tulare; City of Turlock; City of West Sacramento; City of Woodland; and will use only the following compensation data: Top Step Salary; Education Benefits (maximum); Longevity Pay (maximum); Health Benefits (employer's maximum contribution towards family medical, dental, & vision); Employer Deferred Compensation Contribution; and employer pickup of employee pension costs and employee pickup of employer pension costs using the retirement tier that was in effect on December 31, 2012.

4.5 Park Maintenance Worker I

An employee in the Park Maintenance Worker I classification may not advance past Step 1 unless the employee has both passed probation and obtained a California Class B Driver's License.

4.6 Wage Reopener

The parties will discuss the City's financial position no later than the end of January 2025 on the issue of base wages to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in January 2025, unless otherwise agreed.

The parties will discuss the City's financial position no later than the end of May 2025 on the issue of wages to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2025, unless agreed otherwise.

If the parties cannot agree on a wage increase during a discussion, there will be no salary adjustment for that year.

4.7 One-Time Payment

No later than the completion of the second full pay period following City Council approval of this Agreement, each employee who was employed on December 29, 2023, and remains employed by the City on the date of the paycheck, will receive a one-time payment in the amount of nine hundred twenty-five dollars (\$925.00). The one-time payment is non-PERsable and subject to applicable payroll taxes and withholdings.

4.8 Deferred Compensation

Employees receive ten dollars (\$10.00) per pay period into their deferred compensation account.

Article 5. – Overtime

Employees required to work in excess of forty (40) hours in the work period receive overtime at time-and-a-half an employee's regular rate of pay. All paid time counts as hours worked towards the calculation of overtime.

Article 6.– Compensatory Time Off (CTO)

Employees may accrue a maximum of eighty (80) hours of Compensatory Time Off (CTO). Employees may not cash out CTO. Upon separation, CTO will be paid out at the employee's current regular rate of pay or the average regular rate of pay for the last three (3) years, whichever is greater.

Article 7. – Uniforms

The City reports non-safety uniform expenditures as "special compensation," for classic members pursuant to CalPERS regulations in an amount not to exceed \$25.00.

Article 8. – Holidays

8.1 Recognized Holidays

Employees are entitled to holidays with pay. Holidays are paid on an eight (8) hour basis. The City recognizes the following holidays:

- a. New Year's Day (the first day of January)
- b. Martin Luther King Day (the third Monday in January)
- c. Washington's Birthday (the third Monday in February)
- d. Memorial Day (the last Monday in May)
- e. Independence Day (the fourth day of July)
- f. Labor Day (the first Monday in September)
- g. Veterans Day (observed on the day established by the Yuba City Unified School District)
- h. The week of Thanksgiving Day
- i. December 25th

- j. Eight (8) hours of holiday time are to be used on either December 24th or New Year's Eve, or a combination of both days as approved by the department head.

Employees required to work during the week of Thanksgiving will be allowed to take those holiday hours off during the months of October, November, or December.

Whenever a holiday falls on a Sunday, the following Monday is observed as a holiday, and whenever a holiday falls on a Saturday, the preceding Friday is observed as a holiday.

Employees are entitled to a holiday with pay only if (1) the employee would have been regularly scheduled to work and (2) the employee is in a paid status on the date immediately preceding or succeeding the holiday.

Employees on alternate work schedules who wish to be paid for their full normal shift on a paid holiday may either:

- a. Use accrued vacation or CTO hours to supplement the 8-hours of holiday pay; or
- b. Flex their schedules and work additional hours on another day in the same FLSA workweek to cover the difference between their scheduled day and the 8-hours of holiday pay.

8.2 Compensation for Holiday Work

- a. Employees required to work on paid holidays will receive overtime for any work during the holiday in addition to their straight-time rate of pay.
- b. If a holiday falls on a Sunday, and Monday is designated by the City as the City holiday, compensation for holiday work is allowed for work performed on only Monday. If a holiday falls on a Saturday, and Friday is designated by the City as the City holiday, compensation for holiday work is allowed for work performed on only Friday,
- c. The treatment plants will be staffed during holidays, on-shift staff will receive a minimum of eight (8) hours of holiday overtime pay for hours worked on the holiday. Holidays will begin at 12:00:00 am and end at 11:59:59 pm. If the Operator schedule is such that the same night Operator works the day prior to the holiday and the actual holiday, the maximum hours allowed for payment of holiday overtime pay for that Operator is twelve (12) hours. If different night Operators are scheduled to work the day prior to the holiday and the actual holiday, each Operator is entitled to eight (8) hours of holiday overtime pay even though the actual hours worked on the holiday is less.

8.3 Treatment Plant Employees Recognized Holiday Falls on Day Off

5/8, 9/80, and 4/10 Shift Employees – If a holiday falls on an employee's scheduled day off, either the day before or the day after the scheduled day off will be the employee's

holiday. If the employee is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

12-Hour Shift Employees (Operators) – If a holiday falls on an operator’s scheduled day off, another day within the current bi-weekly work schedule is designated as the Operator’s holiday. If the operator is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

8.4 Animal Control Officers Recognized Holiday Falls on Day Off

8-hour shift employees – If a holiday falls on an employee’s scheduled day off, either the day before or the day after the scheduled day off will be the employee’s holiday. If the employee is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

10-hour shift employees – If a holiday falls on an employee’s scheduled day off, another day within the current bi-weekly work schedule will be designated as the employee’s holiday. If the employee is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

8.5 Floating Holidays

Effective July 1, 2024, employees receive one (1) floating holiday annually on July 1. If an employee does not use their floating holiday during the fiscal year the holiday will be cashed out on the final check of the fiscal year. Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rules.

Article 9.– Employee Benefit Plans

9.1 Health Plans

The City pays 80% of the premium for the lowest-cost health plan available to this unit.

9.2 Medical-in-lieu

Cash-in-Lieu payments are available when an employee provides proof of alternative group health coverage and through another employer, such as a spouse’s employer be as follows:

- a. Employees, who reduce the level of health care coverage to which they are entitled, i.e. from full family coverage to employee plus one, or employee-only coverage, or from employee plus one to employee-only coverage, are entitled to the Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest-cost health plan.
- b. The employee making the election above, receives the difference between the Cash-in-Lieu benefit they would have been entitled had they waived coverage at

their present coverage level and the Cash-in-Lieu benefit for the lower level elected.

- c. Cash-in-Lieu for employees electing to forego health insurance coverage by providing proof of alternative group health coverage through another employer is based on the below percentages of the current lowest-cost health plan:

Employee only:	25%
Employee plus one dependent:	25%
Family coverage:	30%

9.3 Dental and Vision Plans

The City pays the enhanced dental and vision benefits. The enhanced dental and vision benefits are as follows: the annual deductible is \$25.00 (individual) and \$75.00 (family), the calendar year maximum benefit is \$2,000, basic coverage is 90%, major coverage is 60%, and the vision allowance is \$800.00 in a 24-month period.

Through the calendar year 2027, the City will annually evaluate the dental and vision fund excess reserve. The City will make a discretionary determination, which is not subject to bargaining or the grievance process, and then communicate that decision in writing to Local 1 as to whether the City will pay for the enhanced dental and vision benefits set forth above for the coming calendar year. In any year when the enhanced benefits are not able to be funded, benefit levels will automatically revert to the level below:

The City pays 90% of the dental and vision premiums for covered employees. The maximum annual benefit is \$1,750. The vision benefit is \$600 every 24 months. Employees are not required to enroll in the City's dental or vision plan.

9.4 Life Insurance

The City provides employees with a \$20,000 life insurance policy. Dependent life insurance is available to employees at their expense.

9.5 Employee Assistance Program (EAP)

The EAP is an employee benefit that assists employees with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional well-being. The EAP provides free and confidential assessments, short-term counseling, referrals, and follow-up services for employees and their household members. For details about the EAP program, please see the Human Resources Department.

9.6 Flexible Spending Account

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical, dental, and vision expenses, deductibles, and co-payments.

9.7 Dependent Care Spending Plan

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

9.8 Short Term Disability

Employees are eligible for short-term disability in a manner provided in the City's adopted Short Term Disability Plan. Per the current plan, Local 1 employees are eligible to receive short-term disability benefits after a 14-calendar day waiting period from the first day of disability for total or limited disability.

Article 10. – Vacation Accrual

10.1 Vacation Accrual

Employees accrue vacation as follows:

Years of City Service:	Bi-Weekly Rate:
0 - Completion of 4 years	4.0 hours
5 - Completion of 10 years	5.5 hours
11 - Completion of 15 years	6.5 hours
16 or more years	7.1 hours

10.2 Vacation Sell-Back

- a. Employees may make an irrevocable decision to sell-back up to forty (40) hours of vacation annually during the month of November, for the succeeding calendar year.
- b. Employees must have accrued and maintain a minimum of forty (40) hours of vacation leave in order to exercise the voluntary option to sell-back.
- c. Employees that opt to sell-back a portion of their vacation accrual can elect to be paid at any time during the following calendar year, after they have accrued the vacation leave. Payments will be made in the first full pay period of the month of the selected and subject to all applicable payroll taxes and withholding.
- d. While an employee is electing to sell back vacation in November, the employee will only be taxed upon actual paid receipt of the credits elected.

Article 11. – Public Employees' Retirement System (CalPERS)

Employees shall receive retirement benefits from the California Public Employees' Retirement System (CalPERS).

The use of the terms "classic member" and "new member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA) but are generally as described below.

11.1 New Member

A new member is:

- a. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or
- b. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or
- c. An individual who established prior membership in a retirement system and, after a break in service of more than six months, returns to active membership in that system with a new employer.

11.2 Classic Member Retirement Formulas

- a. Employees hired before August 2, 1991, receive the 2.7% at 55 miscellaneous CalPERS formula with the one-year final average compensation period. These members pay 100% of the employee's eight percent (8%) member contribution on a pre-tax basis.
- b. Employees hired between August 1, 1991, and July 1, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the three years final average compensation period. These members pay 100% of the employee's eight percent (8%) member contribution on a pre-tax basis.
- c. Employees hired after June 30, 2012, who are not classified as new members shall receive the 2% at 55 miscellaneous CalPERS formula with the three-year final average compensation period. These members pay 100% of the employee's seven percent (7%) member contribution on a pre-tax basis.

11.3 "New Member" Retirement Formulas

Employees hired after December 31, 2012, who are classified as new members shall receive the 2% at 62 miscellaneous CalPERS formula with the three-year final average compensation period. These employees pay one-half the total normal cost as determined annually by CalPERS on a pre-tax basis.

11.4 Optional Benefits

All retirement plans have the following optional CalPERS retirement benefits:

- Non-Industrial Disability Improved
- Optional Settlement 2
- 1959 Survivor Benefit Level Indexed
- Post-Retirement Death Benefits \$500 lump sum
- Survivor Allowance (PRSA)
- 3% Retirement COLA

Article 12. – Tuition Reimbursement

Employees may receive up to five thousand one hundred and fifty dollars (\$5,150) per calendar year for tuition reimbursement, registration fees, mandated educationally related materials, fees, and supplies subject to the Rules.

Article 13. – Incentives

13.1 Bilingual Pay

Employees in classifications identified in Appendix “H” Bilingual who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of two and a quarter percent (2.25%) of their base rate of pay. The method of certifying proficiency, and the languages compensated is determined by the City.

Article 14. – Callback and Stand-by

14.1 Public Works Stand-by

Public Works employees on stand-by assignments for after-hours and weekends/holidays for a seven-day period.

a. Stand-by Assignment

There are three (3) types of stand-by: General, Electrical, and Water Distribution.

An employee on General Stand-by is responsible for after-hours calls except for Water Distribution and Electrical specialty calls.

An employee on Water Distribution Stand-by is the designated shift operator for the water distribution system and must respond to water distribution calls.

An employee on Electrical Stand-by is responsible for the City's electrical infrastructure, including, but not limited to, traffic signals, streetlights, City facilities, the Water Treatment Plant, and the Wastewater Treatment Facility, and must respond to electrical calls.

The Water Distribution and/or Electrical stand-by employee may be utilized for general calls for service if one (1) or two (2) additional employees are required by the employee on General stand-by. If further staffing is needed beyond the three (3) employees on stand-by, then any available employees may be ordered to respond.

b. Stand-by Rotation

A rotation stand-by list will be created and posted annually in January. Employees are allowed to trade stand-by weeks or individual days within stand-by weeks to stand-by-eligible employees with written notice to their supervisor for approval at least two (2) days in advance of their scheduled stand-by.

c. Eligibility for General Stand-by

Employees must have a minimum of one (1) year experience as a City Public Works Maintenance Worker I and have successfully completed their initial probationary period.

Employees must have a minimum of a Class B California driver's license.

Employees must head towards the Corporation Yard within thirty (30) minutes of being called back to work.

Employees must remain physically refrain from the use of alcohol, medications, or substances that may interfere with their ability to respond to any call for service while on stand-by effectively.

d. Eligibility for Electrical Stand-by

Employees must have a minimum of one (1) year experience as a City Electrical Technician and have successfully completed their initial probationary period.

Employees must have a minimum of a Class C California driver's license.

Employees must head towards the Corporation Yard within thirty (30) minutes of being called back to work

Employees must refrain from the use of alcohol, medications, or substances that may interfere with their ability to respond to any call for service effectively.

e. Eligibility for Water Distribution Stand-by

Employees must have a valid California Water Distribution D-3 or higher certification and have successfully completed their initial probationary period.

Employees must have a minimum of a Class B California driver's license.

Employees must head towards the Corporation Yard within thirty (30) minutes of being called back to work.

Employees must refrain from the use of alcohol, medications, or substances that may interfere with their ability to effectively respond to any call for.

f. Assignment Period

Stand-by periods are one (1) week beginning on Thursday at the conclusion of the workday and continuing to the following Thursday at the conclusion of the workday.

g. Assignment Limits

Employees are limited to two (2) weeks stand-by at a time in a row. Employees may only participate in one (1) of the three (3) stand-by categories: General, Electrical, or Water Distribution. Should the employee cover both their specialty stand-by and any other stand-by simultaneously, they will not collect any additional pay.

h. Stand-by Coverage

The employee is responsible for finding a qualified substitute when necessary due to illness or a family emergency. When a substitute is found, the employee must notify a supervisor and police dispatch.

Stand-by is typically filled on a voluntary basis. If no qualified employee volunteers to cover stand-by, the Department Head or designee will assign a qualified employee. First will be qualified personnel who have not worked stand-by in the previous six (6) months, starting with the least senior staff to the most senior staff. The remaining slots will then be filled by seniority, starting with the least senior qualified staff until all the slots are filled.

14.2 Animal Services Stand-by

a. Stand-by Rotation

Employees are assigned stand-by for after-hours, weekends, and holidays for a seven-day period. A rotation stand-by list will be created and posted each month. Employees will be allowed to trade stand-by weeks with at least two (2) days advance notice of their scheduled stand-by assignments. Specific days during the stand-by week may be traded and can be accommodated if there is a stand-by eligible employee available to cover the day(s). The Animal Services Manager must approve any trading of stand-by assignments prior to switching between employees.

b. Remote Pay

If an animal control officer is called for service and they resolve the call by remotely rather than responding to a physical address, they will be compensated for a minimum of thirty (30) minutes at time and one-half the employee's regular pay or for the actual time whichever is greater.

c. Eligibility for Stand-by

Employees must have successfully passed their field training and are an Animal Services Officer.

Employees must have a current Class C California Driver's License.

Employees must head towards the Sutter Animal Services within thirty (30) minutes of being called back to work and refrain from the use of alcohol, medications, or substances that may interfere with their ability to effectively respond to any call for service.

d. Assignment period

Stand-by time is rotated on a monthly basis with the exception of the responsible employee having relief from the assignment on their weekly and routine days off. Employees are responsible for finding a qualified substitute when necessary due to illness or family emergency. When a substitute is found, the employee must notify a supervisor, police dispatch, and sheriff's dispatch. Stand-by is filled on a mandatory basis due to the nature of Animal Services.

14.3 Parks Division Stand-by

a. Stand-by Rotation

Employees are assigned stand-by for after-hours, weekends, and holidays for a fourteen-day period.

Employees bid for stand-by weeks annually in November based on seniority for the following calendar year. The bid designates the qualifications required to bid for specific weeks. Employees must bid for two-week blocks, one (1) at a time, until all 52 weeks are filled. Any weeks unfilled on December 15th will be assigned at the discretion of the supervisor.

Once the stand-by calendar is posted for the following year, employees may trade or give away their weeks with the written approval of their supervisor.

b. Eligibility for Stand-by

Employees must have a minimum of a year of experience as a City Parks Maintenance Worker.

Possess a current Class B California Driver's License.

Possess a current Certified Pool Operator from the National Swimming Pool Foundation and be trained by a Qualified Operator in the operation of the Parks Aerial Truck.

Must head towards the Corporation Yard within thirty (30) minutes of being called back to work.

Refrain from the use of alcohol, medications, or substances that may interfere with their ability to effectively respond to any call for service.

c. Stand-by Pay

Stand-by pay is \$2.45 per hour for all hours occurring between the end of the shift and the beginning of the next regular shift.

d. Callback Pay

Employees called back to work will receive a minimum of two (2) hours at time-and-one-half the employee's regular rate of pay. Multiple callouts within the two (2) hour minimum period are not separately compensable. Callback pay begins when the employee leaves their location to respond to the call and ends when the employee is finished working or when they return to their residence when assigned a City vehicle, whichever is later.

e. Vehicles

Stand-by employees are provided designated take-home vehicles for the purpose of responding to call-outs. Take-home vehicles may not be driven for any purpose other than driving to and from service calls and traveling to and from work.

Employees required to use their personal vehicle while on stand-by receive the current IRS mileage rate for personal vehicle mileage while responding to callouts. Personal vehicle usage must have pre-approval of insurance coverage in accordance with the City's policy.

Article 15.– Animal Control Officers Work Schedules and Related Issues

This Article applies to Animal Control Officers.

15.1 Shift Assignments Determined By City

The City retains the management authority and responsibility to ensure proper staffing and operation of the Animal Services facility at the level of service the City deems appropriate. Employees agree to assist and cooperate with facility management/ supervision to fulfill this obligation and provide high-quality service to the public.

15.2 Shift schedules

Absent a negotiated change or City-approved alternative work schedule, the typical work schedule for employees will either be:

- a. Five 8-hour workdays per workweek (totaling 10 workdays in a two-week period.) Hours and days are fixed by schedule but subject to change; or,
- b. Four 10-hour workdays per workweek (totaling 8 workdays in a two-week period.) Hours and days are fixed by schedule but are subject to change.

15.3 Shift Assignment

The City retains complete discretion to determine the most efficient and cost-effective means to manage and deploy its workforce. No employee has an entitlement to any particular shift assignment for any particular length of time.

15.4 Maximum Hours

Absent a declaration of emergency, employees will not be scheduled in advance to work more than 10 hours in a 24-hour period, nor required to work more the 16 hours straight in mandatory overtime circumstances. Employees on standby shall not actually work (as opposed to being on standby time) more than 16 consecutive hours.

Except as otherwise designated under a City-approved alternative work arrangement, the 7-day work week for employees covered under this MOU begins at 0001 Saturday and ends at 2400 the following Friday.

15.5 Schedule Changes

- a. So that employees may plan for their shifts, the City agrees to post tentative shift schedules approximately two to three weeks in advance of the shift schedule to be worked. However, to obtain needed coverage, accommodate leaves of absence, and minimize overtime expenses, management retains the discretion to reassign employees to alternative shifts or hours (other than those designated on the tentative schedule).
- b. Employees who are not provided at least seven (7) calendar days advance notice of a shift reassignment shall be paid an additional four (4) hours at the overtime premium rate (time and one half) in the first altered work week. This additional 4-hour premium payment shall be paid on top of any hours actually worked (straight time and overtime) during that work week. Mandatory or permitted overtime hours (whether holdover or as worked on days typically scheduled as non-working days), where the employee's underlying shift schedule does not change, do not constitute a shift reassignment for purposes of this section.
- c. If an employee is requested to work an extra full shift in a work week, they have the option of: (1) receiving overtime premium pay for the extra shift or (2) requesting an alternative day off during the same workweek prior to the day the work week concludes (management retains the authority to approve or deny such requests based on operational need and to avoid incurring overtime.)

15.6 Shift rotation

The primary shift assignments will be reviewed every eight (8) pay periods (roughly every four months). New eight (8) pay period schedules created by management will focus on and address operational needs but will give consideration to stated employee wishes. Some shift assignments may remain fixed while others rotate.

15.7 Shift trades

Employees will be permitted to trade their regular day(s) off with another employee's assigned shift(s) with their supervisors advance written approval, taking into account other staffing and operational circumstances. However, no shift trades will be approved that result in an overtime liability to the City. When a shift trade is requested by employees, the City's "advance notice" obligation described above does not apply. Shift trades shall be requested on a designated form created by the City.

15.8 Vacation Requests

- a. Vacation requests of forty (40) hours or more must be submitted in writing to the Animal Services Manager at least 1 month in advance of the time off being requested to minimize impact on operations. Submission of a request does not mean it will be granted. The City reserves the management right and discretion to approve or reject such requests based on factors such as operational needs, overtime costs, and impacts on other employees.
- b. To ensure adequate staffing and reduce overtime, absent extenuating circumstances, requests for less than forty (40) hours must be similarly made in writing at least two weeks (14 days) in advance of the requested time off.
- c. Response to Vacation requests: requests for forty (40) or more hours of vacation shall be approved or denied within five (5) calendar days from the date the request was submitted. Vacation requests of less than forty (40) hours will be approved or denied within two working days from the date and time on which the request was made.
- d. Requests to apply vacation leave to an absence requested due to unforeseen circumstances may be granted by the immediate supervisor with less than twenty-four (24) notice. Such requests, however, are acknowledged to be particularly disruptive to operations and scheduling and should be the rare exception.

Article 16. – Required Certifications

The City pays for all costs for certificates required by the State of California, the City of Yuba City, or any governmental agency required as a condition of employment. Required certifications are listed in the applicable job description.

Article 17. – Certificate Pay

Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Worker classifications who possess a Qualified Pesticide Applicator's Certificate receive an Applicator's Differential of one and a half percent (1.5%) of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate receive Education Pay of one and a half percent (1.5%) of their base rate of pay.

Employees in the Community Services Department who possess a Certified Playground Safety Inspector (CPSI) Certificate receive Education Pay of one and a half percent (1.5%) of their base rate of pay.

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay.

Article 18. – Shift Differential

A shift differential of five percent (5%) of their base rate of pay shall be paid to plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m. Operators who utilize vacation, sick leave, CTO or any other paid leave time (jury duty, military duty, etc.) shall not be paid shift differential while on such leave.

In the event plant operators are reassigned so that staffing is reduced to less than 24-hour continuous coverage, the City has the sole option to terminate payment of shift differential.

The City specifically retains its' management rights to determine the method of staffing plan operations as more fully detailed in Rule § 3.03(B). Should the City intend to implement this option, the City will give Local 1 30 days advance written notice during which time Local 1 may request to meet and confer.

Article 19. – Treatment Plant Work Schedules and Related Issues

19.1 Applicability

This Article applies to Water Treatment Plant and Wastewater Treatment Plant employees who are regularly and permanently assigned to the Treatment Plants.

19.2 Treatment Plant Coverage

- a. The City retains the authority and responsibility to ensure proper staffing and operation of the City's treatment plant facilities. Notwithstanding this primary obligation, operators agree to assist and cooperate with facility management/supervision to fulfill this obligation and to work collaboratively toward providing a high standard of service to the general public.
- b. If an operator is unable to work their shift, it is the responsibility of the on-shift operator to operate the Plant until a relief operator arrives. The on-shift operator shall notify their supervisor of the situation and will assist in finding a relief operator. If an off-shift operator is contacted, they will respond to relieve the on-shift operator and cover the shift if feasible.

c. Shift Schedules

The eighty (80) hour biweekly work schedule for employees/operators/relief operators will either be:

- (i) Ten (10) eight (8) hour workdays in a two week period (Hours and days are fixed by schedule, but subject to change.); or,
- (ii) Six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a two-week period. There will be two twelve (12) hour shifts, (1) from 7:00 AM to 7:00 PM and (2) from 7:00 PM to 7:00 AM.
- (iii) Staff assigned to the plants that do not work modified schedule may be eligible to participate in alternative work scheduled as per City policy.
- (iv) The work schedule for the laboratory analysts is ten (10) eight (8) hour workdays with the following schedules: Monday – Friday, Tuesday – Saturday, and Sunday – Thursday with the working hours of 0700 – 1530. (Holidays are observed as stated in Article 8)

19.3 Shift Assignment

The City retains complete discretion to determine the most efficient and cost-effective means to operate the treatment plant facilities. Operators have no entitlement to any particular shift assignment or right to retain their assignment to any particular shift.

19.4 Maximum Hours

Operators will not be scheduled to work more than 12 hours in a 24-hour period, nor will operators be required to work more than 16 hours straight in a 24-hour period. Operators will have a minimum of eight hours off between scheduled shifts.

19.5 Workweek Split

- a. Water Treatment Plant – Workweek begins at 0001 Saturday and ends at 2400 the following Friday.
- b. Wastewater Treatment Plant – Workweek begins at 0001 Saturday and ends at 2400 the following Friday.

19.6 Schedule Changes

- a. So that Operators may plan for their shifts, the City agrees to post tentative shift schedules approximately two (2) weeks in advance of the shift/hours to be worked. However, to accommodate leaves of absences and to minimize overtime expenses, operators may be reassigned to alternative shifts (other than those designated on the tentative schedule) with a minimum of two (2) week (14 days) advance notice of the time to be worked.

- b. Operators who are not provided with the advance notice required, shall retain their assigned shift day(s)/hour(s) and be paid at the overtime rate for any additional hours worked for which minimum required notice was not provided.
- c. Operators and relief operators that work consecutive days/shifts in addition to their normal schedule, fourth day for three (3) day weeks, fifth day for four days weeks (12-hour shifts) and the sixth day for five (5) day weeks, (8-hour shifts) shall be compensated at time and a half until their next normally scheduled shift (unless otherwise required by the FLSA).
- d. If an operator is requested to work an extra shift, the operator has the option of: (1) receiving overtime for that extra shift; or (2) taking an additional day off during that same workweek prior to the day on which the operator's workweek concludes.

19.7 Shift Rotation

The primary shift assignments of all operators will be reviewed every three (3) months. New three (3) month schedules created by management will focus on and address operational needs, but with consideration of the stated desires will be based upon simple majority approval of the affected operators. Some shift assignments may remain fixed, while other shift assignments may rotate.

19.8 Operator Shift Trades

Employees must submit to their supervisor shift trade requests twenty-eight (28) days in advance using the City designated form. Shift trades shall be evaluated based on staffing and operational need, may not result in overtime, and must be completed during the workweek. The supervisor or manager in the absence of the supervisor shall approve or deny the request within five (5) days of receipt. If the employee wishes to appeal the supervisor's denial to their mid-manager, they must do so within three (3) days. The mid-manager or department head in the absence of the mid-manager shall approve or deny the request within five (5) days of receipt. If the employee wishes to appeal the mid-manager's denial to their department head, they must do so within three (3) days. The department head or designee shall approve or deny the request within five (5) days of receipt. The department head's decision shall be final.

Employees will be permitted to trade their regular days(s) off with another employee's assigned shifts(s) with their supervisors advance written approval, taking into account other staffing and operational circumstances. However, no trades will be approved that result in an overtime liability to the City. On a case by case basis the supervisor may approve requests with less than twenty-eight (28) days' notice. Trades shall be requested on the designated City form.

19.9 Vacation Requests

- a. Operators must submit vacation off requests for forty (40) hours or more at least one month in advance to minimize impact on treatment plant operations.

Submission of a vacation request does not guarantee that the request will be granted.

- b. To ensure proper staffing and to minimize overtime, vacation off requests for less than forty (40) hours, must be made at least two (2) weeks (14 days) in advance of the requested time off.
- c. Response to Vacation Requests: Requests for forty (40) hours or more shall be approved or denied within five (5) calendar days, from the date on which the request was made. Vacation requests of less than forty (40) hours will be approved or denied within forty-eight (48) hours, from the date/time on which the request was made.
- d. Vacation requests made due to unforeseen circumstances may be granted by the immediate supervisor with less than 24-hour notice, on an exception basis.

19.10 Reporting and Allocation of Leave Hours

- a. Water and Wastewater Treatment Plant Operators will report used leave accruals according to the date on which their shift would have started.
- b. An operator who is absent from work due to sickness or vacation will use leave accruals in proportion to their assigned shift and according to scheduled hours for each day they are absent.

19.11 Operation Certification

- a. Certification Requirements to operate the treatment facilities independently:
 - 1. WTP - Grade III Water Treatment Certificate.
 - 2. WRP - Grade III Wastewater Certificate.

19.12 Certification Support

- a. The City will purchase and make available books and other training material related to state certification requirements. Operators will utilize these materials to stay current of developments pertaining to water and wastewater treatment.
- b. Supervision will assist with and coordinate the completion of forms, applications, etc. required to secure and maintain required certification.
- c. Supervision will maintain personnel/training files for operators to record applications, certifications and documents related to required certification, training and required continuing education.

19.13 Certificate Testing

- a. Test application fees will be paid for by the City, up to three times for each certificate required for the position held by the operator. Additionally, the City will pay for the certification fee for each level of certification obtained by the operator.
- b. Subject to maintaining treatment plant operations priorities, operators will be allowed to study and prepare for certification classes and testing. The City will allow the operator time off on City paid time to take the certification test, but under no circumstance will the City pay for overtime to provide for or as a result of these activities.
- c. The City is not responsible for appealing decisions by the Office of Operator Certification; the operator is responsible for filing and pursuing appeals related to their certification and will be permitted to pursue such appeal on City paid time, but under no circumstance will the City pay for overtime to provide for or as a result of these activities.

19.14 Certificate Re-testing

- a. Operators are expected to re-test when successive test dates are scheduled, if they fail to pass a certification test.
- b. Operators will be allowed City paid release time for test review, if the operator failed a test and the oversight agency provides for such review/appeal.
- c. Operators must continue re-testing, unless a waiver is received for good cause from the Department Director. An operator who fails to continue re-testing or fails to retain their certification may be subject to discipline.

19.15 Certificate Retention Review Classes

- a. Certification review classes attended by operators must be held in the local region, typically within northern California.
- b. The treatment plant supervisor will coordinate scheduling of certification review classes and determine the number of operators who can be released for each review class. Treatment plant coverage must be maintained at all times and will be given priority consideration. Operators will be scheduled for review classes as far in advance as possible.
- c. If review classes require overnight lodging, the City will pay for such lodging and meal expenses in accordance with City policy.
- d. Under no circumstance will the City pay an operator overtime to attend review classes.

- e. When available a City vehicle will be provided; if not available, the operator will be reimbursed in accordance with City mileage rate for use of their personal vehicle.
- f. Operators swing, graveyard or weekend shifts will utilize shift trading to secure rest time in advance of review classes and will have their shift temporarily changed to a Monday through Friday day shift schedule during the week of review classes and certification testing. An operator may choose to use vacation to secure rest time instead of trading shifts, subject to adequate coverage for plant operations. If overtime is required to back-fill the vacation request, vacation time shall be limited to two days.
- g. The City will pay for up to two (2) certification review classes and two test application fees to obtain each higher level of certification than is required for the City's treatment facilities by the regulatory agency.

Continuing Education Units: As required by applicable oversight agency, these will be funded by the City.

19.16 Training on the Job Mandatory Training

- a. When feasible, the City will schedule mandatory staff training meetings, so they coincide within the last few hours of the graveyard shift (i.e. 5:00 AM to 7:00 AM); or,
- b. As an alternative, when the subject matter and presenters allow, the City may schedule multiple training sessions so affected employees can participate during their normal work hours; or,
- c. As an alternative, the City may make the mandatory training available on CD/DVD/internet so employees can fulfill their obligation to participate individually as workload and priorities allow.

Article 20. – Catastrophic Leave

The attached Catastrophic Illness & Injury Program (Appendix "D") remains in effect. The City pays its portion of the contribution to the employee's health, dental, vision, and life insurance premiums while the employee is on paid leave.

Article 21. – Counseling Memos

The attached policy on Counseling Memos (Appendix "E") remains in effect.

Article 22. – Substance Abuse Policy

The attached Alcohol and Drug Abuse Policy (Appendix “C”) remains in effect. The City provides a maximum of seven (7) days of paid administrative leave for those employees who test positive and enroll in a program.

Article 23. – Discipline Procedure

A. Pre-Discipline Procedures Applies Only to Demotions, Suspensions, and Dismissals.

1. When the decision has been made by the Department Head that disciplinary action might be taken against an employee, the Human Resources Director, or in their absence, the City Manager will be contacted so that all disciplinary procedures are followed. The Department Head will then prepare a Notice of Intended Disciplinary Action to be given to the employee that includes the following attachments:
 - (i) A written copy of the charges being made;
 - (ii) The grounds for such charges;
 - (iii) All documents which support such action;
 - (iv) The type of disciplinary action intended;
 - (v) Copies of Personnel Rules violated.
2. Notice will also include a statement advising the employee that they may respond to the charges either verbally or in writing within a reasonable, specified time period, which will not exceed ten (10) calendar days starting from the date of receipt of the notice.
2. The Department Head will make themselves available to hear verbal responses or answers to the proposed disciplinary actions and/or consider any written responses submitted by the employee.
3. All information supplied by the employee in response to the proposed action will be considered by the Department Head prior to making a final decision on what disciplinary action is appropriate.
4. During the pre-disciplinary hearing, employees may be represented by a representative of their choice. However, the employee only has the right to show cause, if any, why the proposed disciplinary action should not be taken. The employee is allowed to see all documents and materials which are being considered to support the proposed disciplinary action.

5. Upon completing the pre-disciplinary procedures, the Department Head may resolve the matter without taking disciplinary action, or take the proposed action, or modified action as may seem appropriate
 6. If disciplinary action is taken, the employee will be advised in writing and given a Notice of Disciplinary Action including a copy of the appeal procedure containing their right of appeal.
- B. Appeal to Personnel Board Employees have the right to appeal a suspension, leave reduction, demotion, or dismissal.
1. Method of Appeal Employees must file a written notice within ten (10) calendar days, starting from the date of receipt of the notice of disciplinary action. The appeal must be addressed to the Personnel Board and filed with the Human Resources Director. The appeal must explain the matter appealed from, set forth a statement of the action desired by the appellant and list the reasons for the desired actions. Within ten (10) calendar days after receipt of the appeal, the Human Resources Director will inform each member of the Personnel Board, the City Manager, and all other persons named or affected by the appeal.
 2. Notice of Hearing When an appeal has been filed, a date shall be set for a hearing on the appeal. The date for the hearing may not be less than ten (10) calendar days nor more than forty-five (45) calendar days from the date of filing of the appeal. The Human Resources Director will notify all interested parties of the date, time, and place of the hearing.
 3. Hearing When an appeal has been filed, the Personnel Board will hold a hearing and make such investigation of the matter as it may deem necessary. In addition to the subject matter on appeal, the employee's personnel file will be considered by the Personnel Board as evidence in the case. Personnel File is defined as that file which is maintained in the City Human Resources Department. The appellant is given the opportunity to appear personally before the Personnel Board at the time and place of the hearing.

The appellant may be represented by any person they select and may produce relevant oral or documentary evidence at the hearing. The hearing will not be made an occasion for uttering irresponsible accusations, attacks upon the character or conduct of employer or employee, or other derogatory matters having no bearing on the investigation. The conduct and decorum of the hearing is under the control of the applicable body by its chairman, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings are closed unless the appellant files a written request for an open hearing.

4. Recommendation The Personnel Board will, within fifteen (15) calendar days after said hearing make a recommendation to the City Council as to whether or not the

employee was suspended, demoted or dismissed for reasonable cause and will also make a recommendation as to the appropriate disposition of the case.

Written recommendations will be forwarded by the Personnel Board to the Human Resources Director, City Manager, the affected Department Head and the employee. The recommendations of the Personnel Board become final and represent the final step in the City's administrative procedure unless appealed by either the City or the employee.

C. Appeal to an Administrative Law Judge

1. The Union may appeal reductions in pay for more than one pay period or unpaid suspensions of more than fourteen (14) days, demotions, or termination to an Administrative Law Judge.
2. If the Union wants to appeal the outcome of the Personnel Board recommendation to the City Manager, the Director of Human Resources will contact the California Office of Administrative Hearings to assign an Administrative Law Judge. The Director of Human Resources is responsible for scheduling and notifying the parties of the time and place of the hearing and notifying the Administrative Law Judge of the nature of the proceeding.
3. Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal matter under the direction and authority of the Administrative Law Judge.
4. Employees called as witnesses serve without a loss of pay.
5. The Cost of the Administrative Law Judge and court reporter will be shared equally between the City and the Union. The transcript of the hearing becomes a record of the proceeding for the purpose of any future judicial review.
6. The Administrative law Judge will prepare the record of the hearing and will submit a written decision of the findings of fact, rulings of law (if any), and their decision to the City Manager. Copies will be sent to all parties. The Administrative Law Judge's decision is final and binding.

D. Reference to Days For purposes of the preceding section, any reference to days means calendar days. If the last calendar day is on a weekend day or holiday, the last day is the following City Hall business day.

When an employee in this unit is to be interviewed as a subject witness as part of an administrative investigation by the City, the employee will be given a minimum of two (2) calendar days advance notice of the general nature of the investigation (and the name of the interviewer). However, the employee shall not be entitled to pre-interview discovery. The interview will be conducted at a reasonable hour, typically during regular business hours, unless in the City's judgment, the seriousness or urgency of the investigation requires otherwise. Time spent by the employee being interviewed as a subject witness

will all be considered “hours worked” for which the employee shall be paid. A “subject witness” is one whose conduct is being investigated as potentially having violated City policies, rules, or procedures.

Article 24. – Grievance Procedure

Purpose The purpose of this procedure is to resolve disputes at the lowest possible level.

A grievance is a complaint of an employee(s) (grievant) alleging a violation of the express terms of this Agreement. Performance evaluations, release from probation, counseling memos, and disciplinary action are not grievable.

Step 1 Informal Discussion

Employee(s) having a grievance must first discuss the grievance with their immediate supervisor within fourteen (14) days of the occurrence that caused the grievance. If the immediate supervisor’s answer to the grievance does not satisfactorily resolve the grievance, the employee(s) may proceed to the next step within fourteen (14) days from the date of the supervisor’s response.

Step 2 Department Head Review

The grievant must file a written grievance on a form approved by the parties that explains the grievance, sets forth a statement of the action desired, and lists the reasons for the desired action.

The Department Head receiving the grievance should meet with the grievant to discuss the grievance, if any, within fourteen (14) days from the date the grievance was received. The Department Head will prepare and deliver a written response to the grievant by the end of the fourteenth (14th) day from the date of the meeting.

If the Department Head’s decision does not resolve the grievance, the grievant may proceed to the next step within fourteen (14) days from the date of the Department Head’s response.

Step 3 City Manager Review

The grievant must submit in writing the Department Head’s decision and the appeal of the grievance to the City Manager. The City Manager may either: (i) review the Department Head’s decision, or (ii) meet and discuss the grievance with the grievant within fourteen (14) days from the date the appeal is received. The City Manager will investigate as deemed necessary to reach a decision on this matter. Within fourteen (14) days, the City Manager will provide the grievant with a written decision.

The City Manager’s decision may amend or affirm the decision of the Department Head. The City Manager’s decision concerning the grievance is final and represents the final step in the grievance procedure unless the grievance involves economic loss to the grievant. If the grievance involves an economic loss and the grievant is not satisfied with

the City Manager's decision, the Union may proceed to the next step within fourteen (14) days from the date of the City Manager's decision.

Step 4 Arbitration

The grievant must submit their appeal to arbitration directly to the Director of Human Resources. The parties may agree on an arbitrator. If they are unable to do so, the Director of Human Resources will request a list of arbitrators from the State Mediation and Conciliation Services. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains. The moving party strikes first.

The Director of Human Resources is responsible for scheduling and notifying the parties of the time and place of the hearing and for notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and will be conducted in an informal manner.

Employees called as witnesses serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this Agreement.

The cost of the Arbitrator, Court Reporter, and the list(s) from the State Mediation and Conciliation Service will be borne by the losing party. The Transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

The Arbitrator will prepare the record of the hearing and will submit a written decision to the City Manager. Copies will be sent to all parties. The Arbitrator's decision is final and binding.

Article 25. – Term of Agreement

This Agreement remains in full force and effect from February 10, 2024, through June 26, 2026. The parties acknowledge that this Agreement constitutes the entire agreement on matters addressed herein. This agreement may only be changed by written agreement.

SIGNATURES ON NEXT PAGE

Date: Feb 21, 2024

Date: Jan 25, 2024

CITY OF YUBA CITY

Diana Langley

Diana Langley, City Manager
Consultant

[Signature]

Michael W. Jarvis (Feb 21, 2024 08:21 PST)

Michael W. Jarvis
Liebert Cassidy Whitmore

LOCAL 1

[Signature]

Joe Santanna (Jan 25, 2024 17:11 PST)

Joe Santanna, President

[Signature]

David Calonder (Jan 26, 2024 08:09 PST)

Dave Calonder, Past President

[Signature]

Ashley Whitmore (Jan 30, 2024 17:19 PST)

Ashley Whitmore, Secretary

[Signature]

Rafael Mendoza (Jan 25, 2024 16:35 PST)

Rafael Mendoza, Treasurer

[Signature]

Ron Slaven (Jan 30, 2024 17:07 PST)

Ron Slaven, Business Representative

Article 26. – Appendix “A” Recognition

Account Clerk - Intermediate
Account Clerk - Senior
Accountant I
Administrative Analyst I
Administrative Assistant
Administrative Clerk I/II/III
Animal Services Officer I/II
Building Inspector I/II
Building Maintenance Worker I/II
Code Enforcement Officer
Community Development Technician I/II
Construction Inspector
Custodian I/II
Customer Services Representative I/II
Customer Services Representative - Senior
Electrical Technician I/II and III
Engineer – Assistant
Engineering Technician I/II and III
Environmental Compliance Inspector
Field Customer Service Representative I/II
Information Systems Technician I/II
Instrumentation Technician I/II/III
Kennel Attendant I/II
Laboratory Analyst I/II
Laboratory Assistant
Mechanic
Mechanic - Lead
Park Maintenance Worker I/II and III
Planner – Assistant
Plans Examiner I/II
Plant Maintenance Mechanic
Plant Maintenance Mechanic - Senior
Public Works Maintenance Worker I/II and III
Quality Assurance Officer
Recreation Coordinator
Registered Veterinary Technician
Utilities Maintenance Worker I/II
Wastewater Collections Maintenance Worker I/II/III
Wastewater Treatment Facility Operator Trainee/I/II/III
Water Distribution Operator I/II/III
Water Treatment Plant Operator Trainee/II/III/IV
Water Treatment Plant Operator III (LT)

Article 27. -Appendix "B" Salary Schedule

1/26/2024 10:35 AM

CITY OF YUBA CITY
 SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
 EFFECTIVE FEBRUARY 10, 2024

Public Employees Union, Local #1 - EMPLOYEES HIRED PRIOR TO JUNE 9, 2018

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9
4101	ACCOUNTANT I	PEU, Local 1	5,622	5,903	6,198	6,508	6,833		Monthly		
			32.43	34.06	35.76	37.55	39.42		Hourly		
4100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,909	4,104	4,309	4,524	4,752		Monthly		
			22.55	23.68	24.86	26.10	27.41		Hourly		
4162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,300	4,515	4,741	4,978	5,227		Monthly		
			24.81	26.05	27.35	28.72	30.15		Hourly		
4244	ADMINISTRATIVE ANALYST	PEU, Local 1	5,854	6,147	6,454	6,777	7,116		Monthly		
			33.77	35.46	37.23	39.10	41.05		Hourly		
4020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,543	4,770	5,009	5,259	5,522		Monthly		
			26.21	27.52	28.90	30.34	31.86		Hourly		
4040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,277	3,441	3,613	3,794	3,983		Monthly		
			18.91	19.85	20.84	21.89	22.98		Hourly		
4060	ADMINISTRATIVE CLERK I	PEU, Local 1	3,605	3,785	3,974	4,173	4,382		Monthly		
			20.80	21.84	22.93	24.08	25.28		Hourly		
4085	ADMINISTRATIVE CLERK II	PEU, Local 1	3,966	4,164	4,372	4,591	4,821		Monthly		
			22.88	24.02	25.22	26.49	27.81		Hourly		
4090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,990	4,189	4,398	4,618	4,849		Monthly		
			23.02	24.17	25.37	26.64	27.97		Hourly		
4095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,373	4,592	4,822	5,063	5,316		Monthly		
			25.23	26.49	27.82	29.21	30.67		Hourly		
4270	BUILDING INSPECTOR I	PEU, Local 1	5,261	5,524	5,800	6,090	6,395		Monthly		
			30.35	31.87	33.46	35.13	36.89		Hourly		
4292	BUILDING INSPECTOR II	PEU, Local 1	6,050	6,352	6,670	7,003	7,353		Monthly		
			34.90	36.65	38.48	40.40	42.42		Hourly		
4062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,264	4,477	4,701	4,936	5,183		Monthly		
			24.60	25.83	27.12	28.48	29.90		Hourly		
4121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,661	4,894	5,139	5,396	5,666		Monthly		
			26.89	28.23	29.65	31.13	32.69		Hourly		
4285	CODE ENFORCEMENT OFFICER	PEU, Local 1	5,377	5,646	5,928	6,224	6,536		Monthly		
			31.02	32.57	34.20	35.91	37.71		Hourly		

4115	COMMUNITY DEVELOPMENT TECH	PEU, Local 1	4,440	4,662	4,895	5,140	5,397	Monthly
			25.62	26.90	28.24	29.65	31.13	Hourly
4144	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,883	5,127	5,383	5,652	5,934	Monthly
			28.17	29.58	31.06	32.61	34.24	Hourly
4243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,819	6,110	6,415	6,736	7,072	Monthly
			33.57	35.25	37.01	38.86	40.80	Hourly
4050	CUSTODIAN I	PEU, Local 1	3,524	3,700	3,885	4,079	4,284	Monthly
			20.33	21.35	22.41	23.53	24.71	Hourly
4082	CUSTODIAN II	PEU, Local 1	3,876	4,070	4,274	4,488	4,712	Monthly
			22.36	23.48	24.66	25.89	27.19	Hourly
4030	CUSTOMER SERVICES REP I	PEU, Local 1	3,505	3,680	3,864	4,057	4,261	Monthly
			20.22	21.23	22.29	23.41	24.58	Hourly
4070	CUSTOMER SERVICES REP II	PEU, Local 1	3,840	4,032	4,234	4,446	4,668	Monthly
			22.15	23.26	24.43	25.65	26.93	Hourly
4161	CUSTOMER SERVICES REP - SENIOR	PEU, Local 1	4,224	4,435	4,657	4,890	5,134	Monthly
			24.37	25.59	26.87	28.21	29.62	Hourly
4170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,852	6,145	6,452	6,775	7,113	Monthly
			33.76	35.45	37.22	39.09	41.04	Hourly
4285	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,437	6,759	7,097	7,452	7,825	Monthly
			37.14	38.99	40.94	42.99	45.14	Hourly
4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,435	7,807	8,197	8,607	Monthly
			40.85	42.89	45.04	47.29	49.66	Hourly
4300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,733	7,070	7,423	7,793	Monthly
			36.99	38.84	40.79	42.83	44.96	Hourly
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,236	5,498	5,773	6,062	Monthly
			28.77	30.21	31.72	33.31	34.97	Hourly
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,661	5,944	6,241	6,553	Monthly
			31.10	32.66	34.29	36.01	37.81	Hourly
4295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,210	6,520	6,846	7,188	7,547	Monthly
			35.83	37.62	39.50	41.47	43.54	Hourly
4590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	6,058	6,361	6,679	7,013	Monthly
			33.29	34.95	36.70	38.53	40.46	Hourly
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,666	3,849	4,041	4,243	Monthly
			20.14	21.15	22.21	23.31	24.48	Hourly
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,840	4,032	4,234	4,446	4,668	Monthly
			22.15	23.26	24.43	25.65	26.93	Hourly

4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,720	6,006	6,306	6,622	Monthly
			31.43	33.00	34.65	36.38	38.20	Hourly
4260	INFORMATION SYSTEMS TECHNICIAN I	PEU, Local 1	5,994	6,294	6,609	6,939	7,286	Monthly
			34.58	36.31	38.13	40.03	42.03	Hourly
4281	INSTRUMENTATION TECHNICIAN	PEU, Local 1	5,852	6,145	6,452	6,775	7,113	Monthly
			33.76	35.45	37.22	39.09	41.04	Hourly
4282	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	6,437	6,759	7,097	7,452	7,825	Monthly
			37.14	38.99	40.94	42.99	45.14	Hourly
4283	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	7,081	7,435	7,807	8,197	8,607	Monthly
			40.85	42.89	45.04	47.29	49.66	Hourly
4110	KENNEL ATTENDANT I	PEU, Local 1	3,614	3,795	3,985	4,184	4,393	Monthly
			20.85	21.89	22.99	24.14	25.35	Hourly
4111	KENNEL ATTENDANT II	PEU, Local 1	3,975	4,174	4,383	4,602	4,833	Monthly
			22.93	24.08	25.29	26.55	27.88	Hourly
4530	LABORATORY ANALYST I	PEU, Local 1	5,567	5,845	6,137	6,444	6,768	Monthly
			32.12	33.72	35.41	37.18	39.04	Hourly
4581	LABORATORY ANALYST I	PEU, Local 1	6,124	6,430	6,751	7,089	7,444	Monthly
			35.33	37.10	38.95	40.90	42.95	Hourly
4064	LABORATORY ASSISTANT	PEU, Local 1	4,841	5,083	5,337	5,604	5,885	Monthly
			27.93	29.33	30.79	32.33	33.95	Hourly
4220	MECHANIC	PEU, Local 1	4,750	4,988	5,237	5,499	5,774	Monthly
			27.40	28.78	30.21	31.73	33.31	Hourly
4225	MECHANIC-LEAD	PEU, Local 1	5,226	5,487	5,761	6,049	6,351	Monthly
			30.15	31.66	33.24	34.90	36.64	Hourly
4063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,902	4,087	4,302	4,517	4,743	Monthly
			22.51	23.84	24.82	26.06	27.36	Hourly
4122	PARK MAINTENANCE WORKER II	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,721	4,957	5,205	5,465	5,738	Monthly
			27.24	28.60	30.03	31.53	33.10	Hourly
4245	PLANNER-ASSISTANT	PEU, Local 1	5,742	6,029	6,330	6,647	6,979	Monthly
			33.13	34.78	36.52	38.35	40.26	Hourly
4255	PLANS EXAMINER I	PEU, Local 1	5,801	6,091	6,396	6,716	7,052	Monthly
			33.47	35.14	36.90	38.75	40.68	Hourly
4256	PLANS EXAMINER II	PEU, Local 1	6,381	6,700	7,035	7,387	7,757	Monthly
			36.81	38.65	40.59	42.62	44.75	Hourly

4140	PLANT MAINTENANCE MECHANIC	PEU_Local 1	5,656	5,939	6,236	6,548	6,876	Monthly
			32.63	34.26	35.98	37.78	39.67	Hourly
4221	PLANT MAINTENANCE MECHANIC - SENIOR	PEU_Local 1	6,222	6,533	6,860	7,203	7,563	Monthly
			35.90	37.69	39.58	41.56	43.63	Hourly
4061	PUBLIC WORKS MAINTENANCE WORKER I	PEU_Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4122	PUBLIC WORKS MAINTENANCE WORKER II	PEU_Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4150	PUBLIC WORKS MAINTENANCE WORKER III	PEU_Local 1	4,721	4,957	5,205	5,465	5,738	Monthly
			27.24	28.60	30.03	31.53	33.10	Hourly
4060	RECREATION COORDINATOR	PEU_Local 1	4,280	4,494	4,719	4,955	5,202	Monthly
			24.69	25.93	27.23	28.59	30.01	Hourly
4117	REGISTERED VETERINARY TECH	PEU_Local 1	4,373	4,592	4,822	5,063	5,316	Monthly
			25.23	26.49	27.82	29.21	30.67	Hourly
4540	QUALITY ASSURANCE OFFICER	PEU_Local 1	6,583	6,912	7,258	7,621	8,002	Monthly
			37.98	39.88	41.87	43.97	46.16	Hourly
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER	PEU_Local 1	3,902	4,087	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU_Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU_Local 1	4,271	4,485	4,709	4,944	5,191	Monthly
			24.64	25.88	27.17	28.52	29.95	Hourly
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU_Local 1	5,125	5,381	5,650	5,932	6,229	Monthly
			29.57	31.04	32.60	34.22	35.94	Hourly
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU_Local 1	5,770	6,058	6,361	6,679	7,013	Monthly
			33.29	34.95	36.70	38.53	40.46	Hourly
4166	WASTEWATER TREATMENT FACILITY OP- TRAINEE/	PEU_Local 1	6,198	6,508	6,833	7,175	7,535	Monthly
			35.76	37.55	39.42	41.39	43.47	Hourly
4235	WASTEWATER TREATMENT FACILITY OP I	PEU_Local 1	6,820	7,161	7,519	7,895	8,288	Monthly
			39.35	41.31	43.38	45.55	47.82	Hourly
4293	WASTEWATER TREATMENT FACILITY OP II	PEU_Local 1	7,501	7,876	8,270	8,683	9,118	Monthly
			43.28	45.44	47.71	50.09	52.60	Hourly
4284	WATER DISTRIBUTION OPERATOR I	PEU_Local 1	5,142	5,399	5,669	5,952	6,249	Monthly
			29.67	31.15	32.71	34.34	36.05	Hourly

4286	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,655 32.63	5,938 34.26	6,235 35.97	6,547 37.77	6,874 39.66	Monthly Hourly
4287	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	6,504 37.52	6,829 39.40	7,170 41.37	7,529 43.44	7,905 45.60	Monthly Hourly
4131	WATER TREATMENT PLANT OPER. TRAINEE	PEU, Local 1	5,634 32.50	5,916 34.13	6,212 35.94	6,523 37.63	6,850 39.52	Monthly Hourly
4180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,198 35.76	6,508 37.55	6,833 39.42	7,175 41.39	7,535 43.47	Monthly Hourly
4230	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,819 39.34	7,160 41.31	7,518 43.37	7,894 45.54	8,288 47.82	Monthly Hourly
4291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,501 43.28	7,876 45.44	8,270 47.71	8,683 50.09	9,118 52.60	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 13.1 - Bilingual Pay
 Employees in classifications who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of 2.5% of the base rate of pay.

MOU Article 17 - Certificate Pay
 Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Workers who possess a Qualific Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay.

MOU Article 18 - Shift Differential
 A shift differential of five percent (5%) of their base rate of pay shall be paid to plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m.

EMPLOYEE BARGAINING GROUPS

- CON - Confidential
- PUE, Local #1 - General Employees
- DH - Department Head
- MM - Middle Manager
- FM - Fire Management
- FLM - 1st Level Manager
- PD - Police Department
- FIRE - Fire Department
- PSMM - Police Sworn Mid Manager
- PS - Police Sergeant

CITY OF YUBA CITY
 SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
 EFFECTIVE FEBRUARY 10, 2024

Public Employees Union, Local #1 - EMPLOYEES HIRED ON OR AFTER JUNE 9, 2018

JCN	CLASSIFICATION	1	2	3	4	5	6	7	8	9		
5101	ACCOUNTANT I	PEU, Local 1	5,622	5,763	5,903	6,051	6,198	6,353	6,508	6,671	6,833	Monthly
			32.43	33.25	34.06	34.91	35.76	36.65	37.55	38.49	39.42	Hourly
5100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,909	4,007	4,104	4,207	4,309	4,417	4,524	4,638	4,752	Monthly
			22.55	23.12	23.68	24.27	24.86	25.48	26.10	26.76	27.41	Hourly
5162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,300	4,408	4,515	4,628	4,741	4,860	4,978	5,102	5,227	Monthly
			24.81	25.43	26.05	26.70	27.35	28.04	28.72	29.43	30.15	Hourly
5244	ADMINISTRATIVE ANALYST I	PEU, Local 1	5,854	6,001	6,147	6,301	6,454	6,616	6,777	6,946	7,116	Monthly
			33.77	34.62	35.46	36.35	37.23	38.17	39.10	40.07	41.05	Hourly
5020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,543	4,657	4,770	4,880	5,009	5,134	5,259	5,391	5,522	Monthly
			26.21	26.87	27.52	28.21	28.90	29.62	30.34	31.10	31.86	Hourly
5040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,277	3,359	3,441	3,527	3,613	3,704	3,794	3,889	3,983	Monthly
			18.91	19.38	19.85	20.35	20.84	21.37	21.89	22.44	22.98	Hourly
5060	ADMINISTRATIVE CLERK II	PEU, Local 1	3,605	3,695	3,785	3,880	3,974	4,074	4,173	4,278	4,382	Monthly
			20.80	21.32	21.84	22.38	22.93	23.50	24.08	24.68	25.28	Hourly
5085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,966	4,065	4,164	4,268	4,372	4,482	4,591	4,706	4,821	Monthly
			22.88	23.45	24.02	24.62	25.22	25.86	26.49	27.15	27.81	Hourly
5090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,990	4,090	4,189	4,294	4,398	4,508	4,618	4,733	4,849	Monthly
			23.02	23.60	24.17	24.77	25.37	26.01	26.64	27.31	27.97	Hourly
5095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,373	4,483	4,592	4,707	4,822	4,943	5,063	5,189	5,316	Monthly
			25.23	25.86	26.49	27.16	27.82	28.52	29.21	29.94	30.67	Hourly
5270	BUILDING INSPECTOR I	PEU, Local 1	5,261	5,393	5,524	5,662	5,800	5,945	6,090	6,241	6,395	Monthly
			30.35	31.11	31.87	32.67	33.46	34.30	35.13	36.01	36.89	Hourly
5292	BUILDING INSPECTOR II	PEU, Local 1	6,050	6,201	6,352	6,511	6,670	6,837	7,003	7,178	7,353	Monthly
			34.90	35.78	36.65	37.56	38.48	39.44	40.40	41.41	42.42	Hourly
5062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,264	4,371	4,477	4,589	4,701	4,819	4,936	5,059	5,183	Monthly
			24.60	25.22	25.83	26.48	27.12	27.80	28.48	29.19	29.90	Hourly
5121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,661	4,778	4,894	5,017	5,139	5,268	5,396	5,531	5,666	Monthly
			26.89	27.57	28.23	28.94	29.65	30.39	31.13	31.91	32.69	Hourly
5285	CODE ENFORCEMENT OFFICER	PEU, Local 1	5,377	5,512	5,646	5,787	5,928	6,076	6,224	6,380	6,536	Monthly
			31.02	31.80	32.57	33.39	34.20	35.05	35.91	36.81	37.71	Hourly

5115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,440	4,551	4,662	4,779	4,895	5,018	5,140	5,268	5,397	Monthly
			25.62	26.26	26.90	27.57	28.24	28.95	29.65	30.39	31.13	Hourly
5144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,883	5,005	5,127	5,255	5,383	5,518	5,652	5,792	5,934	Monthly
			28.17	28.88	29.58	30.32	31.06	31.83	32.61	33.42	34.24	Hourly
5243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,819	5,965	6,110	6,263	6,415	6,576	6,736	6,903	7,072	Monthly
			33.57	34.41	35.25	36.13	37.01	37.94	38.86	39.83	40.80	Hourly
5050	CUSTODIAN I	PEU, Local 1	3,524	3,612	3,700	3,793	3,885	3,982	4,079	4,181	4,284	Monthly
			20.33	20.84	21.35	21.88	22.41	22.97	23.53	24.12	24.71	Hourly
5082	CUSTODIAN III	PEU, Local 1	3,876	3,973	4,070	4,172	4,274	4,381	4,488	4,600	4,712	Monthly
			22.36	22.92	23.48	24.07	24.66	25.28	25.89	26.54	27.19	Hourly
5030	CUSTOMER SERVICES REP I	PEU, Local 1	3,505	3,593	3,680	3,772	3,864	3,961	4,057	4,158	4,261	Monthly
			20.22	20.73	21.23	21.76	22.29	22.85	23.41	23.99	24.58	Hourly
5070	CUSTOMER SERVICES REP II	PEU, Local 1	3,840	3,936	4,032	4,133	4,234	4,340	4,446	4,557	4,668	Monthly
			22.15	22.71	23.26	23.84	24.43	25.04	25.65	26.29	26.93	Hourly
5161	CUSTOMER SERVICES REP - SENIOR	PEU, Local 1	4,224	4,330	4,435	4,546	4,657	4,774	4,890	5,012	5,134	Monthly
			24.37	24.98	25.59	26.23	26.87	27.54	28.21	28.92	29.62	Hourly
5170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,852	5,999	6,145	6,299	6,452	6,614	6,775	6,944	7,113	Monthly
			33.76	34.61	35.45	36.34	37.22	38.16	39.09	40.06	41.04	Hourly
5265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
			37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
			40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,573	6,733	6,902	7,070	7,247	7,423	7,608	7,793	Monthly
			36.99	37.92	38.84	39.82	40.79	41.81	42.83	43.89	44.96	Hourly
5215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,112	5,236	5,367	5,498	5,636	5,773	5,916	6,062	Monthly
			28.77	29.49	30.21	30.96	31.72	32.52	33.31	34.13	34.97	Hourly
5250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,526	5,661	5,803	5,944	6,093	6,241	6,397	6,553	Monthly
			31.10	31.88	32.66	33.48	34.29	35.15	36.01	36.91	37.81	Hourly
5295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,210	6,365	6,520	6,683	6,846	7,017	7,188	7,368	7,547	Monthly
			35.83	36.72	37.62	38.56	39.50	40.48	41.47	42.51	43.54	Hourly
5590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly
5036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,579	3,666	3,758	3,849	3,945	4,041	4,142	4,243	Monthly
			20.14	20.65	21.15	21.68	22.21	22.76	23.31	23.90	24.48	Hourly
5083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,840	3,936	4,032	4,133	4,234	4,340	4,446	4,557	4,668	Monthly
			22.15	22.71	23.26	23.84	24.43	25.04	25.65	26.29	26.93	Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,584	5,720	5,863	6,006	6,156	6,306	6,464	6,622	Monthly
			31.43	32.22	33.00	33.83	34.65	35.52	36.38	37.29	38.20	Hourly

5280	INFORMATION SYSTEMS TECHNICIAN II	PEU_Local 1	5,994 34.58	6,144 35.45	6,294 36.31	6,452 37.22	6,609 38.13	6,774 39.08	6,939 40.03	7,111 41.03	7,286 42.03	Monthly Hourly
5281	INSTRUMENTATION TECHNICIAN I	PEU_Local 1	5,852 33.76	5,999 34.61	6,145 35.45	6,299 36.34	6,452 37.22	6,614 38.16	6,775 39.09	6,944 40.06	7,113 41.04	Monthly Hourly
5282	INSTRUMENTATION TECHNICIAN II	PEU_Local 1	6,437 37.14	6,598 38.07	6,759 38.99	6,928 39.97	7,097 40.94	7,275 41.97	7,452 42.99	7,638 44.07	7,825 45.14	Monthly Hourly
5283	INSTRUMENTATION TECHNICIAN III	PEU_Local 1	7,081 40.85	7,258 41.87	7,435 42.89	7,621 43.97	7,807 45.04	8,002 46.17	8,197 47.29	8,402 48.47	8,607 49.66	Monthly Hourly
5110	KENNEL ATTENDANT I	PEU_Local 1	3,614 20.85	3,705 21.38	3,795 21.89	3,890 22.44	3,985 22.99	4,085 23.57	4,184 24.14	4,290 24.75	4,393 25.35	Monthly Hourly
5111	KENNEL ATTENDANT II	PEU_Local 1	3,975 22.93	4,075 23.51	4,174 24.08	4,279 24.69	4,383 25.29	4,493 25.92	4,602 26.55	4,717 27.21	4,833 27.88	Monthly Hourly
5530	LABORATORY ANALYST I	PEU_Local 1	5,567 32.12	5,706 32.92	5,845 33.72	5,991 34.56	6,137 35.41	6,291 36.29	6,444 37.18	6,606 38.11	6,768 39.04	Monthly Hourly
5581	LABORATORY ANALYST II	PEU_Local 1	6,124 35.33	6,277 36.21	6,430 37.10	6,591 38.03	6,751 38.95	6,920 39.92	7,089 40.90	7,266 41.92	7,444 42.95	Monthly Hourly
5064	LABORATORY ASSISTANT	PEU_Local 1	4,841 27.93	4,962 28.63	5,083 29.33	5,210 30.06	5,337 30.79	5,471 31.56	5,604 32.33	5,745 33.14	5,885 33.95	Monthly Hourly
5220	MECHANIC	PEU_Local 1	4,750 27.40	4,869 28.09	4,988 28.78	5,113 29.50	5,237 30.21	5,368 30.97	5,499 31.73	5,637 32.52	5,774 33.31	Monthly Hourly
5225	MECHANIC-LEAD	PEU_Local 1	5,226 30.15	5,357 30.91	5,487 31.66	5,624 32.45	5,761 33.24	5,905 34.07	6,049 34.90	6,199 35.76	6,351 36.64	Monthly Hourly
5063	PARK MAINTENANCE WORKER I	PEU_Local 1	3,902 22.51	4,000 23.08	4,097 23.64	4,200 24.23	4,302 24.82	4,410 25.44	4,517 26.06	4,630 26.71	4,743 27.36	Monthly Hourly
5122	PARK MAINTENANCE WORKER II	PEU_Local 1	4,291 24.76	4,399 25.38	4,506 26.00	4,619 26.65	4,731 27.29	4,850 27.98	4,968 28.66	5,092 29.38	5,216 30.09	Monthly Hourly
5200	PARK MAINTENANCE WORKER III	PEU_Local 1	4,721 27.24	4,839 27.92	4,957 28.60	5,081 29.31	5,205 30.03	5,335 30.78	5,465 31.53	5,601 32.31	5,738 33.10	Monthly Hourly
5245	PLANNER-ASSISTANT	PEU_Local 1	5,742 33.13	5,886 33.96	6,029 34.78	6,180 35.65	6,330 36.52	6,489 37.44	6,647 38.35	6,813 39.31	6,979 40.26	Monthly Hourly
5255	PLANS EXAMINER I	PEU_Local 1	5,801 33.47	5,946 34.30	6,091 35.14	6,244 36.02	6,396 36.90	6,556 37.82	6,716 38.75	6,884 39.72	7,052 40.68	Monthly Hourly
5256	PLANS EXAMINER II	PEU_Local 1	6,381 36.81	6,541 37.74	6,700 38.65	6,868 39.62	7,035 40.59	7,211 41.60	7,387 42.62	7,572 43.68	7,757 44.75	Monthly Hourly
5140	PLANT MAINTENANCE MECHANIC	PEU_Local 1	5,656 32.63	5,798 33.45	5,939 34.26	6,088 35.12	6,236 35.98	6,392 36.88	6,548 37.78	6,712 38.72	6,876 39.67	Monthly Hourly
5221	PLANT MAINTENANCE MECHANIC-SENIOR	PEU_Local 1	6,222 35.90	6,378 36.80	6,533 37.69	6,697 38.64	6,860 39.58	7,032 40.57	7,203 41.56	7,383 42.59	7,563 43.63	Monthly Hourly

5061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,721	4,839	4,957	5,081	5,205	5,335	5,465	5,601	5,738	Monthly
			27.24	27.92	28.60	29.31	30.03	30.78	31.53	32.31	33.10	Hourly
5080	RECREATION COORDINATOR	PEU, Local 1	4,280	4,387	4,494	4,607	4,719	4,837	4,955	5,078	5,202	Monthly
			24.69	25.31	25.93	26.58	27.23	27.91	28.59	29.30	30.01	Hourly
5117	REGISTERED VETERINARY TECH	PEU, Local 1	4,373	4,483	4,592	4,707	4,822	4,943	5,063	5,189	5,316	Monthly
			25.23	25.86	26.49	27.16	27.82	28.52	29.21	29.94	30.67	Hourly
5540	QUALITY ASSURANCE OFFICER	PEU, Local 1	6,563	6,748	6,912	7,085	7,258	7,440	7,621	7,811	8,002	Monthly
			37.98	38.93	39.88	40.88	41.87	42.92	43.97	45.06	46.16	Hourly
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5235	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,271	4,378	4,485	4,597	4,709	4,827	4,944	5,068	5,191	Monthly
			24.64	25.26	25.88	26.52	27.17	27.85	28.52	29.24	29.95	Hourly
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,125	5,253	5,381	5,516	5,650	5,791	5,932	6,079	6,229	Monthly
			29.57	30.31	31.04	31.82	32.60	33.41	34.22	35.07	35.94	Hourly
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly
5168	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	6,198	6,353	6,508	6,671	6,833	7,004	7,175	7,355	7,535	Monthly
			35.76	36.65	37.55	38.49	39.42	40.41	41.39	42.43	43.47	Hourly
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	6,820	6,991	7,161	7,340	7,519	7,707	7,895	8,092	8,288	Monthly
			39.35	40.33	41.31	42.35	43.38	44.46	45.55	46.68	47.82	Hourly
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	7,501	7,689	7,876	8,073	8,270	8,477	8,683	8,900	9,118	Monthly
			43.28	44.36	45.44	46.58	47.71	48.91	50.09	51.35	52.60	Hourly
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,142	5,271	5,399	5,534	5,669	5,811	5,952	6,101	6,249	Monthly
			29.67	30.41	31.15	31.93	32.71	33.53	34.34	35.20	36.05	Hourly
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,655	5,797	5,938	6,087	6,235	6,391	6,547	6,710	6,874	Monthly
			32.63	33.44	34.26	35.12	35.97	36.87	37.77	38.71	39.66	Hourly
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,504	6,667	6,829	7,000	7,170	7,350	7,529	7,717	7,905	Monthly
			37.52	38.46	39.40	40.38	41.37	42.40	43.44	44.52	45.60	Hourly

5131	WATER TREATMENT PLANT OPER:TRAINEE	PEU, Local 1	5,634 32.50	5,775 33.32	5,916 34.13	6,064 34.98	6,212 35.84	6,368 36.74	6,523 37.63	6,686 38.57	6,850 39.52	Monthly Hourly
5180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,198 35.76	6,353 36.65	6,508 37.55	6,671 38.49	6,833 39.42	7,004 40.41	7,175 41.39	7,355 42.43	7,535 43.47	Monthly Hourly
5230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	6,819 39.34	6,990 40.33	7,160 41.31	7,339 42.34	7,518 43.37	7,706 44.46	7,894 45.54	8,091 46.68	8,288 47.82	Monthly Hourly
5291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,501 43.28	7,689 44.36	7,876 45.44	8,073 46.58	8,270 47.71	8,477 48.91	8,683 50.09	8,900 51.35	9,118 52.60	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

- MOU Article 13.1 - Bilingual Pay**
Employees in classifications who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of 2.5% of the base rate of pay.
- MOU Article 17 - Certificate Pay**
Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Workers who possess a Qualified Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.
- Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay
- Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay
- Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay
- MOU Article 18 - Shift Differential**
A shift differential of five percent (5%) of their base rate of pay shall be paid to plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m.

EMPLOYEE BARGAINING GROUPS

- CON - Confidential
- PUE, Local #1 - General Employees
- DH - Department Head
- MM - Middle Manager
- FM - Fire Management
- FLM - 1st Level Manager
- PD - Police Department
- FIRE - Fire Department
- PSMM - Police Sworn Mid Manager
- PS - Police Sergeant

Article 28. – Appendix “C” Alcohol and Drug Abuse Policy
Addendum to Alcohol and Drug Abuse Policy Implementing the Omnibus

Transportation Employee

Testing Act of 1991

This policy addendum coexists with the current Alcohol and Drug Abuse Policy except where it is intended by Federal regulations to supersede the policy, as specified herein.

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 in the transportation industry. The Federal Highway Administration (FHWA) of the Department of Transportation has enacted 49 CFR Part 382 that mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine breath specimens. In addition, the Department of Transportation has enacted 49 CFR Part 29, “The Drug-Free Workplace Act of 1988,” which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. The policy incorporates those requirements of safety-sensitive employees and others when so noted.

THE CITY OF YUBA CITY 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 if 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 safety-sensitive employees, volunteers, 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 a safety-sensitive 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 safety-sensitive position is defined as any position requiring the use of a Class “A” or Class “B” commercial driver license. Fire safety employees will be subject to the policy in accordance with State and Federal laws. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

B. PROHIBITED SUBSTANCES

“Prohibited substances” addressed by this policy including the following:

Drugs:

Marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine.

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 safety-sensitive 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 safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Impaired/Not Fit for Duty

Any safety-sensitive employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from safety-sensitive 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 a Substance Abuse Professional (SAP). 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 safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive 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 safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Compliance with Testing Requirements

All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing. Any safety-sensitive 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 considered as having a positive test result and shall be removed from duty immediately and referred to a Substance Abuse Professional (SAP). Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test. Employees who refuse the referral to the SAP shall be subject to immediate termination from their position.

Treatment/Rehabilitation Program

An employee with a controlled substance and/or alcohol problem may 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 safety-sensitive employees who have tested positive for a prohibited substance on a one-time basis only. Employees 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 safety-sensitive employee. In regards to probationary employees, the City reserves sole discretion in offering a one-time opportunity for rehabilitation in lieu of immediate termination. When recommended by the Substance Abuse Professional (SAP), participation and completion of rehabilitation program within the prescribed time allowed is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. The City will immediately serve a Notice of Intended Disciplinary Action in accordance with the personnel rules. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a Return-to Duty Agreement. Employees may use their accrued leave balances of sick leave, Comp. Time earned, and vacation or be placed on an approved leave of absence, if time off needed. The Notice of Discipline documents shall specify the employee's leave status when discipline is imposed. The duration and frequency of follow-up testing will be determined by the SAP 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 the rehabilitation program. Requests must be submitted through the Department Head to the Director of Human Resources for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee. An employee failing to complete the program within the prescribed time allowed will be subject to termination from employment. An employee completing a rehabilitation program must agree to 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. A positive follow-up test after 36 months may result in termination or additional rehabilitation at the City's sole discretion.

Leave Balance: Participants in a rehabilitation program may use accumulated sick leave, (provided a substance abuse professional has attested in writing for the need to use a sick leave) vacation, and CTO leave balances. Time spent in a rehabilitation program shall be counted as utilized leave time under the Federal and State Family Care Leave Act if it qualifies as a "serious health condition" under the law. Once leave balances have been exhausted, an employee will be placed on an approved leave without pay in accordance with Personnel Rule 2.11(B).

D. NOTIFYING THE CITY OF CRIMINAL DRUG CONVICTION

Pursuant to the "Drug Free Workplace Act of 1988" 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 the 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 and breath testing for alcohol will be conducted as required under the Department of Transportation guidelines. All safety-sensitive employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident, as defined in the Department of Transportation guidelines. In addition, all safety-sensitive employees will be tested prior to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by a Substance Abuse Professional (SAP). Safety-sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines shall also be subject to testing on a 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 United States Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines. Testing may be conducted by a mobile unit, which meets the requirements of DHHS.

The controlled substances that will be tested for include 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 substances levels present are above the minimum thresholds established in the Department of Transportation guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four hours unless a re-test results in an alcohol concentration 0.02 or less. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this policy.

Any safety-sensitive employee who has a pending or confirmed positive controlled substance or alcohol test will be removed from safety sensitive duties and/or his/her position, placed on unpaid leave, vacation, or CTO (at the employee's discretion) informed of educational and rehabilitation program available, and evaluated by a Substance Abuse Professional (SAP). Transfer of an employee to a non-safety sensitive position will be made at the sole discretion of the City.

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Employees in Safety-sensitive positions may be tested under any of the following circumstances:

Pre-Employment Testing

All Applicants for safety-sensitive classifications shall undergo urine controlled substance testing prior to employment. Receipt of satisfactory test results 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 safety-sensitive employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. 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. Observation 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.
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

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a City vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or when one or more vehicles incurs disabling damage that requires towing from the site; and the safety-sensitive employee is cited for a moving violation

Following the accident, the safety-sensitive 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 be subject to termination. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but also any other covered employees whose performance could have contributed to the accident.

Random Testing

Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before duty, during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

Return-to-Duty Testing

All safety-sensitive employees who have previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be

required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following returning to duty. The duration and frequency will be determined by the SAP. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

Employee Requested Testing

Any safety-sensitive 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 split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second sample test invalidated the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The safety-sensitive employee's request for a re-test must be made to the Medical Review Officer (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 safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). The SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinically experienced in the diagnosis and treatment of alcohol related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive 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 and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. Referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs will be borne by the safety-sensitive employee. Employee will be immediately terminated on the occurrence of a second verified positive test result.

H. CONTINUOUS COMPLIANCE REQUIREMENTS

The City shall apply and interpret this policy to maintain required compliance with applicable Federal laws and regulations, including subsequent amendments and interpretive rulings.

I. CONTACT PERSON

Any questions regarding this policy should be directed to the following City representative:

Title: Director of Human Resources

Address: 1201 Civic Center Boulevard, Yuba City, CA 95993

Telephone: (530) 822-4610

J. DEFINITIONS

ACCIDENT – an unintended happening or mishap where there is a loss of human life (regardless of fault), bodily injury or property damage totaling \$4,400 or more.

ALCOHOL – the intoxicating agent in a beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

ALCOHOL CONCENTRATION – the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air.

ALCOHOL USE – consumption of any beverage, mixture, or preparation, including any medication containing methyl 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).

BREATH ALCOHOL TECHNICIAN (BAT) – a person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BAT's are the only qualified personnel to administer the EBT tests.

CHAIN OF CUSTODY – the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

COLLECTION SITE – a place designated by the City where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

COMMERCIAL MOTOR VEHICLE – a motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designated to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials

found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations.

CITY – THE CITY OF YUBA CITY

CITY TIME – any period of time in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

CONFIRMATION TEST – for alcohol testing means a second test, following a screening test with a result of 0.02 or greater, which provides quantitative data of alcohol concentration. For controlled substances testing this 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 (GC/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 either be 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:

Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates Metabolites (1)	300 ng/ml
Amphetamines	1,000 ng/ml

(1) 25 ng/ml if immunoassay

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:

Marijuana Metabolite (THC) (1)	15 ng/ml
Cocaine Metabolite (2)	150 ng/ml
Phencyclidine (PCP)	25 ng/ml

Opiates

Morphine	300 ng/ml
Codeine	300 ng/ml

Amphetamines

Amphetamine	500 ng/ml
Methamphetamine (3)	500 ng/ml

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (2) Benzoylcegonine
- (3) Test for 6-Acetylmorphine when morphine concentration exceeds 2000 ng/ml
- (4) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

DEPARTMENT OF TRANSPORTATION GUIDELINES – The controlled substance and alcohol testing rules (49CFR Part 199 (RSPA – Pipeline), Part 219 (FRA – Railroad), Part 382 (FHWA – Commercial Motor Vehicle), 654 (FTA – Mass Transit) and 14 CFR 61 (FAA – Aviation) et.al.) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all transportation industries.

DRIVER – any person who operates a commercial 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. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.

DRUG (CONTROLLED SUBSTANCE) METABOLITE – 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 – any person who is employed by the City or who is a volunteer in a safety-sensitive position requiring a commercial driver license. A complete list of safety-sensitive employee (function and/or position) classifications is listed in Attachment B.

EVIDENTIAL BREATH TESTING DEVICE (EBT) – the device to be used for breath alcohol testing.

MEDICAL REVIEW OFFICER (MRO) – 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.

PERFORMING (SAFETY SENSITIVE FUNCTION) – a safety-sensitive employee is considered to be performing a safety sensitive function and includes any period in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.

POST-ACCIDENT ALCOHOL AND/OR 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 Attachment A.

PRE-EMPLOYMENT ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – conducted before applicants are hired or after an offer to hire, but before actually performing safety sensitive functions for the first time. Also required when employees transfer to a safety sensitive position.

PROHIBITED DRUGS (CONTROLLED SUBSTANCES) – Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

PROHIBITED SUBSTANCES – means and is synonymous to drug abuse and/or alcohol misuse or abuse.

RANDOM ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – conducted on a random unannounced basis just before, during or just after performance of safety sensitive functions.

REASONABLE SUSPICION CONTROL AND/OR CONTROLLED SUBSTANCE TESTING – conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol or controlled substance abuse.

REFUSE TO SUBMIT (TO AN ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST) – a safety-sensitive employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that safety-sensitive 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 SAP and participation in

SAP 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 ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – Conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returned 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 SAP recommendation.

RETURN-TO-DUTY AGREEMENT – a document agreed to and signed by the employer, safety-sensitive employee and the Substance Abuse Professional that outlines the terms and conditions under which the safety-sensitive employee may return to duty after having had a verified positive controlled substance test result or an alcohol concentration to 0.04 or greater on an alcohol test.

SAFETY-SENSITIVE EMPLOYEE (FUNCTION AND/OR POSITION) – An employee or volunteer is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions and any employee who transfers into or is assigned safety-sensitive functions.

A complete list of safety-sensitive employee (function and/or position) classifications is listed in Attachment B.

SCREENING (INITIAL) TEST – In alcohol testing, it means an analytical procedure to determine whether a safety-sensitive employee may have a prohibited concentration of alcohol in their system. In controlled substance testing, it means an immunoassay screen to eliminate negative urine specimens from further consideration.

SUBSTANCE ABUSE PROFESSIONAL (SAP) – a licensed physician (Medical Doctor or Doctor of Osteopathy), or licensed or certified psychologist, social worker (with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders, the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substance-related disorders. The employee shall select a SAP from a list provided by the City.

SUPERVISOR – 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 – a bus, electric bus, van, automobile, rail car, trolley bus, truck or vessel used for mass transportation.

PROCEDURES FOR REASONABLE SUSPICION TESTING

A. PROCEDURES – RESONABLE SUSPICION TESTING

1. A supervisor observes a safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances.

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.

2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately relieved 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 safety-sensitive employee in question must show proof of identification, such as a photo driver license or state-issued photo identification card.

Whenever practical, the Department Head and Human Resources Administrator should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
5. The City will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collections site.
6. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-

sensitive 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.

7. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

B. PROCEDURES – RANDOM TESTING

1. The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site or the mobile unit for alcohol and/or controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive 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.
5. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to

a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

C. PROCEDURES – POST ACCIDENT

1. The safety-sensitive employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The Department Head and Director of Human Resources will be notified that an accident has occurred and that the safety-sensitive employee was instructed to go to the collection site.
5. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive 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.
6. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted

recommendation 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 safety-sensitive employee to the collection site for alcohol and controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

E. PROCEDURES – CHAIN OF CUSTODY FOR CONTROLLED SUBSTANCE SPECIMENS

1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.
2. Urine will be in a wide-mouthed clinic specimen container, which will remain in full view of the safety-sensitive employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol-testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the safety-sensitive employee's presence and the safety-sensitive 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's collection process, attached to, and mailed with the specimen.

F. PROCEDURES – SPECIMEN COLLECTION OF STRANGE AND/OR UNRECOGNIZABLE SUBSTANCES

1. A safety-sensitive 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 the witness.
3. The 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.

G. PROCEDURES – ALCOHOL CONCENTRATION

1. The safety-sensitive employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
2. After an explanation of how the breathalyzer works, and initial breath sample is taken.
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, nor more than 20 minutes after the screening test.

The confirmation test will utilize Evidential Breath Testing devices that print out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

PROCEDURES FOR REASONABLE SUSPICION TESTING

A. PROCEDURES – REASONABLE SUSPICION TESTING

1. A supervisor observes a safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances.

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.

2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately relieved 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 safety-sensitive employee in question must show proof of identification, such as a photo driver license or state-issued photo identification card.

Whenever practical, the Department Head and Human Resources Administrator should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
5. The City will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collections site.
6. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance

Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive 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.

7. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

B. PROCEDURES – RANDOM TESTING

1. The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site or the mobile unit for alcohol and/or controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive 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.

5. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

C. PROCEDURES-POST ACCIDENT

1. The safety-sensitive employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The Department Head and Director of Human Resources will be notified that an accident has occurred and that the safety-sensitive employee was instructed to go to the collection site.
5. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive 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.

6. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation 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 safety-sensitive employee to the collection site for alcohol and controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

E. PROCEDURES – CHAIN OF CUSTODY FOR CONTROLLED SUBSTANCE SPECIMENS

1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.
2. Urine will be in a wide-mouthed clinic specimen container, which will remain in full view of the safety-sensitive employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol-testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the safety-sensitive employee's presence and the safety-sensitive 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's collection process, attached to, and mailed with the specimen.

F. PROCEDURES – SPECIMEN COLLECTION OF STRANGE AND/OR UNRECOGNIZABLE SUBSTANCES

1. A safety-sensitive 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 the witness.
3. The 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.

G. PROCEDURES – ALCOHOL CONCENTRATION

1. The safety-sensitive employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
2. After an explanation of how the breathalyzer works, and initial breath sample is taken.
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, nor more than 20 minutes after the screening test.

The confirmation test will utilize Evidential Breath Testing devices that print out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

SAFETY-SENSITIVE EMPLOYEE CLASSIFICATIONS AS OF AUGUST 1, 2006

Equipment Operator

Fleet Maintenance Supervisor

Lead Mechanic

Maintenance Supervisor – Water/Sewer

Maintenance Supervisor – Streets

Mechanic

Parks Maintenance Supervisor

Parks Maintenance Workers I, II, III (only those who have a commercial drivers license)

Plant Maintenance Mechanic (See note 3)

Public Works Maintenance Workers I, II, III

Recreation Supervisor I/II

Senior Arborist

Senior Plant Maintenance Mechanic (See note 3)

Streets Maintenance Supervisor

Sweeper Operator

Temporary Positions that require a commercial drivers license

NOTE:

- (1) New positions requiring a commercial license will be subject to this policy.
- (2) Any employee who possesses a commercial license and makes himself or herself available to drive for the benefit of the City is also subject to this policy.
- (3) If these employees possess a commercial license.

Article 29. – Appendix “D” Catastrophic Illness and Injury Donation Plan

Purpose: To assist employees confronting personal or family catastrophic illness or injury who need the support of City employees to avoid financial hardship.

Plan Guidelines

1. Regular and probationary employees who are on an approved leave of absence (in accordance with Human Resources Rules 2.11 (B) or (D)) may receive donated hours of vacation, sick leave, or compensatory time off (CTO) from other employees.
2. Employees seeking donations of time shall submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources shall review requests. Each request shall be evaluated solely on its merits. If approved, the Director of Human Resources will initiate efforts to notify City employees of the request for the donation of hours. The name of the employee will be identified but the City will not release confidential medical information.

If disapproved, the requesting employee may seek review of the decision by the joint labor- management committee consisting of one representative from each of the following groups:

- A) Yuba City Employees Association
- B) Firefighters’ Association
- C) Police Officers’ Association
- D) Middle Managers Group
- E) First Level Managers Group
- F) Human Resources Department

In the event the Committee reaches a tie decision, the decision shall be made in favor of the employee.

The decision of the labor-management committee shall be final and binding, and shall not be subject to the grievance procedure.

3. To be eligible for donated leave hours, the employee must be on an approved leave of absence for their critical illness or injury or to provide required care for a family member (spouse, child, parent) who is critically ill or injured. The guidelines of the Family Care Leave (Human Resources Rule 2.11 (D)) shall be used to determine whether the critical illness or injury qualifies for the donation of leave hours. Verification of need via physician statements will normally be required. The employee must have exhausted, or is reasonably expected to exhaust, all accumulated leave hours (vacation, sick leave, CTO) in order to receive leave.

Article 30. – Appendix “E” Counseling Memo Policy

When a department head becomes aware of employee conduct, which requires documentation but does not warrant formal disciplinary action, a counseling memorandum may be issued to the employee. The purpose of a counseling memo is to provide notice to the employee of a deficiency or problem observed, document infractions, and modify behavior.

Counseling memos shall be issued on a standard form used by the City. A copy of the counseling memo shall be given to the employee and a copy shall be maintained in the employee’s personnel file for a period of two years. At the conclusion of two years, the employee can ask that the counseling memo be removed from the personnel file. At that time or any time thereafter that it is discovered that a counseling memo exists in the personnel file after two years, all copies shall be removed from any file maintained by the City, including the department or supervisor, and given to the employee. No future reference to the counseling memo will be made in a subsequent disciplinary process or performance evaluation. However, should an employee receive a subsequent counseling memo, or other disciplinary action within the two year period, a counseling memo shall not be discarded until a two year period has passed in which no counseling memo or disciplinary action has been issued.

During the two-year period the counseling memo may be used by a supervisor to support disciplinary action. The fact that a counseling memo has been issued shall not be referenced in a performance evaluation, however the substance of the counseling memo may be referenced in a performance evaluation if the supervisor deems it necessary.

Counseling memos used prior to the adoption of this Memorandum of Understanding are subject to this policy.

Article 31. – Appendix “F” Uniform Calculations

	Shirts	Qty	Total	Pants	Qty	Total	Coveralls	Qty	Total	Labcoat	Qty	Total	Weekly	Biweekly
Finance				0.157	15	2,355							2,355	4.71
				0.157	15	2,355							2,355	4.71
PW	0.138	15	2,070	0.157	15	2,355							4,425	8.85
Fleet	0.138	15	2,070	0.157	15	2,355							4,425	8.85
	0.138	15	2,070	0.157	15	2,355							4,425	8.85
PW	0.138	15	2,070	0.290	15	4,350							6,420	12.84
Custodian	0.138	15	2,070										2,070	4.14
	0.138	15	2,070										2,070	4.14
PW							1.00	3	3.00				3,000	6.00
Water														

Alternative Work Schedule Application

Name: _____ Position Title: _____

Department/Division: _____ Telephone Number: _____

I request the following alternate work schedule to begin on _____ (start date must coincide with the beginning of a pay period and begin at least one full pay period after the submission date of this form) and end on _____.

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Weekly Total
Week 1	In							
	Lunch duration							
	Leave Bank hours utilized							
	Out							
	Total number of hrs. per day							
Week 2	In							
	Lunch duration							
	Leave Bank hours utilized							
	Out							
	Total number of hrs. per day							

This request is due to a personal request or a business necessity. Please describe the circumstances below (including any applicable leave bank utilization): _____

My schedule is different from my supervisor's work schedule:

No Yes, please give this form to your Supervisor. Supervisor explanation needs to be attached to this form.

My supervisor has made me aware of any related holiday timekeeping requirements. _____ **employee initials**

I understand that I may be required to provide supporting documentation or information. I have read and understand the information and conditions of the Alternative Work Schedule policy in accordance with section 2.04, § G, as listed below. _____ **employee initials**

"A request for a flexible work schedule shall be forwarded to the appropriate Department Head for consideration. Prior to approval, the concurrence of the Human Resources Director and City Manager is required. In considering a flexible work schedule request, the operational and staffing needs of the City and the department shall receive top priority. Compliance with applicable laws, FLSA and City rules will also be evaluated for each such request. The City retains the right of sole discretion in the approval or denial of such requests." A written response shall be provided by the Department Head within 30 days.

If approved, I understand this request can be revoked at any time.

Employee Signature: _____ Date: _____

Department Head: _____ Date: _____

Human Resources Director: _____ Date: _____

City Manager: _____ Date: _____