

The City of Yuba City
Compensation Resolution
For
Confidential Employees



Effective July 1, 2023

Table of Contents

Preamble.....	1
Article 1 – Salary	1
1.1 Salary Schedule.....	1
1.2 Salary Increases	1
1.3 Bilingual Pay	1
1.4 Deferred Compensation	1
Article 2 – Overtime.....	1
2.1 Overtime	1
2.2 Compensatory Time Off (CTO).....	1
Article 3 – Administrative Leave	1
3.1 Allocation	1
3.2 Maximum Cash Out	2
3.3 Maximum Carry Over	2
Article 4 – Public Employees’ Retirement System.....	2
4.1 Retirement Terminology.....	2
4.2 Miscellaneous Member Retirement Formulas.....	2
Article 5 – Benefits	3
5.1 Health Plans.....	3
5.2 Dental and Vision Plans	4
5.3 Life Insurance	4
5.4 Employee Assistance Program (EAP)	4
5.5 Flexible Spending Account	5
5.6 Dependent Care Spending Program.....	5
5.7 Long Term Disability	5
5.8 Tuition Reimbursement	5
Article 6 – Vacation Accrual	5
Article 7 – Holidays.....	6
7.1 Recognized Holidays	6
7.2 Floating Holiday	6
Article 8 – Term.....	7
Appendix “A” – Confidential Classifications.....	8
Appendix “B” – 5 Step Salary Schedule	9
Appendix “C” – 9 Step Salary Schedule	10

Appendix “D” – Bilingual Classifications 11

Preamble

This Compensation Resolution applies to only employees in the Confidential Unit, listed in Appendix "A" Confidential Employees.

Article 1 – Salary

1.1 Salary Schedule

Employees hired after November 25, 2017, are on the 9-step salary schedule, attached as Appendix "C". The 9-step salary schedule has both the first step and last step the same as the 5-step salary schedule. The 5-Step salary schedule is attached as Appendix "B".

1.2 Salary Increases

Effective July 1, 2023, all classifications will receive a cost-of-living increase of one and a half percent (1.5%) salary increase.

1.3 Bilingual Pay

Employees listed in Appendix "D" Bilingual Classifications who are proficient in speaking a foreign language, as determined by the City, receive bilingual pay in the amount of one-point four percent (1.4%) of their base rate of pay.

1.4 Deferred Compensation

Employees receive \$100.00 per month into their deferred compensation account.

Article 2 – Overtime

2.1 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.

2.2 Compensatory Time Off (CTO)

Employees may accrue a maximum of eighty (80) hours of (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 3 – Administrative Leave

3.1 Allocation

Employees hired before July 1, 2023, are allocated eighty (80) hours of administrative leave with the first payroll period of each calendar year. For any employee who becomes

a member mid-year, the employee will receive a pro-rata amount of administrative leave for the balance of the year. Employees may use leave subject to the approval of their Department Head, except that leave cannot be used prior to separation of employment to delay the separation date.

3.2 Maximum Cash Out

By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (40) hours of administrative leave that will be accrued in the next calendar year. The election must be made on the form provided by the City for this purpose. The hours selected for cash-out will be paid in the first non-payroll week of January of the following year.

3.3 Maximum Carry Over

Employees may carry over a maximum of forty (40) hours of unused administrative leave to the next calendar year, subject to a maximum accrual cap of 160 administrative hours. Any unused administrative leave hours are paid out upon termination of employment.

Article 4 – Public Employees’ Retirement System

4.1 Retirement Terminology

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

The use of terms “classic member” and “new member” are as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

A new member is defined as:

- 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
- 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
- An individual who established prior membership in a retirement system and after a break in service of more than six (6) months, returns to active membership in that system with a new employer.

4.2 Miscellaneous Member Retirement Formulas

- A. Employees hired between August 1, 1991, and July 1, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the three (3) year’s final average compensation period. The City pays 100% of the employee’s contribution to

CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

- B. Employees hired after June 30, 2012, who are not classified as a new member receive the 2% at 55 miscellaneous CalPERS formula with the three (3) year's final average compensation period. The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after December 31, 2012, who are classified as new members receive the 2% at 62 miscellaneous CalPERS formula with the three (3) year's final average compensation period. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- D. Miscellaneous retirement formulas 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 5 – Benefits

5.1 Health Plans

- A. Employee Contributions:
Employee contributions are on a pre-tax basis.
- B. Health Care Premium Cost:
The City pays 80% of the lowest cost health plan available to this bargaining unit.
- C. Cash-in-Lieu Payment:

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than entire coverage is as follows:

- Employees who reduce the level of health care coverage that they are entitled to, 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 a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest cost health plan.

- The employee making the election covered above, receives the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.
- The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage will be based on the below percentages of the current lowest cost health plan:

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

5.2 Dental and Vision Plans

For calendar year 2023, the City pays for enhanced dental/vision benefits. The enhanced dental/vision are as follows: annual deductible is \$25 (individual) and \$75 (family), calendar year maximum benefit is \$2,000, basic coverage is 90%, major coverage is 60%, and vision allowance is \$800 in 24-month period.

For each following year, through calendar year 2027, the City will annually evaluate the dental and vision fund excess reserve. The City will make a discretionary determination as to whether the City will pay for the enhanced dental/vision benefits set forth above the coming calendar year. In any year when enhanced benefits are not able to be funded, benefit levels will automatically revert to the levels below.

City pays 90% of the dental and vision premiums for covered employees. The maximum annual dental benefit is \$1750. The vision benefit is \$600 every 24 months. Premiums are based on periodic actuarial conducted by an outside consultant. Employees must participate in the City's Dental and Vision Plan in a manner provided in the adopted Dental and Vision Plan Agreement.

5.3 Life Insurance

Life insurance benefit amount of one hundred thousand dollars (\$100,000) is maintained for employees.

5.4 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.

5.5 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.

5.6 Dependent Care Spending Program

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.

5.7 Disability Insurance.

A. The City provides a long-term disability program for employees.

B. As to short-term disability benefits, the City is replacing the current City-sponsored short term disability program (“City Program”) with an external program (via UNUM) to which employees will have voluntary access. The City Program will continue to be available to employees until the UNUM program is operational, after which no further City Program claims will be accepted. Confidential Employees will continue to make required City Program contributions for so long as there are benefits being paid to Confidential Employees under the City Program. Once there are no more active City Program claims by any Confidential Employees, and no more City Program benefits being paid on such claims, the City will make no further deductions from Confidential Employees’ wages for City Program contributions, and the Confidential Employees’ participation in the City Program will cease.

(C) Employees receiving benefits through a disability insurance program may elect to have their accrued leave coordinated and used to supplement disability benefit payments in order to receive the equivalent of a full paycheck (gross basis). In no instance shall the combination of disability insurance payments and accrued leave or other City benefit payments exceed 100% of an employee’s typical paycheck based on working regularly-scheduled hours. Employees who wish to coordinate paid leave benefits are required to notify Human Resources within five (5) business days of receipt of disability benefits so that benefits can be coordinated. In the event of an inadvertent overpayment, the employee will be notified and must make immediate arrangements with Finance to repay the overpayment.

5.8 Tuition Reimbursement

Employees may receive up to five thousand dollars (\$5,000) per fiscal year for tuition reimbursement, subject to the Rules.

Article 6 – Vacation Accrual

A. Employees accrue vacation as follows:

<u>Years of Service</u>	<u>Bi-Weekly Rate</u>
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

Article 7 – Holidays

7.1 Recognized Holidays

Employees are entitled to holidays with pay. Holidays are paid on an eight (8) hour basis. Effective January 1, 2024, 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
- i. Christmas Day (the 25th day of December)
- j. Eight hours of holiday time to be used on either Christmas Eve or New Year’s Eve, or a combination on both days as approved by the department head.

Whenever a holiday falls on 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 holiday with pay only if (i) the employee would have been regularly scheduled to work and (ii) the employee is in a paid status on the date immediately preceding or succeeding the holiday.

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.

Employees on alternate work schedule 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.

7.2 Floating Holiday

Effective 2024, employees receive one (1) floating holiday per fiscal year. 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 holiday must be in accordance with the requirements of Rules.

Article 8 – Term

This Resolution is effective July 1, 2023, and continues in full force and effect until superseded by a subsequent Resolution.

Appendix "A" – Confidential Classifications

This Resolution covers the following classifications:

Appendix "B" - 5 Step Salary Schedule

10/30/2023 9:10 AM

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 1, 2023**

Confidential - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
1050	ADMINISTRATIVE ANALYST I	CON	6,350	6,668	7,001	7,351	7,718	Monthly
			36.63	38.47	40.39	42.41	44.53	Hourly
1052	ADMINISTRATIVE ANALYST II	CON	6,985	7,334	7,701	8,086	8,490	Monthly
			40.30	42.31	44.43	46.65	48.98	Hourly
1045	EXECUTIVE ASSISTANT TO THE CITY MANAGER	CON	5,383	5,652	5,935	6,232	6,544	Monthly
			31.06	32.61	34.24	35.95	37.75	Hourly
1018	HUMAN RESOURCES TECHNICIAN I	CON	4,238	4,450	4,673	4,907	5,153	Monthly
			24.45	25.67	26.96	28.31	29.73	Hourly
1020	HUMAN RESOURCES TECHNICIAN II	CON	4,663	4,896	5,141	5,398	5,668	Monthly
			26.90	28.25	29.66	31.14	32.70	Hourly
1062	MANAGEMENT ANALYST	CON	7,684	8,068	8,471	8,895	9,339	Monthly
			44.33	46.55	48.87	51.32	53.88	Hourly

Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

EMPLOYEE BARGAINING GROUPS

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

Appendix “C” – 9 Step Salary Schedule

10/30/2023 9:12 AM

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 1, 2023**

Confidential - EMPLOYEES HIRED ON OR AFTER APRIL 28, 2018

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
1250	ADMINISTRATIVE ANALYST I	CON	6,350	6,509	6,668	6,835	7,001	7,176	7,351	7,535	7,718	Monthly
			36.63	37.55	38.47	39.43	40.39	41.40	42.41	43.47	44.53	Hourly
1252	ADMINISTRATIVE ANALYST II	CON	6,985	7,160	7,334	7,518	7,701	7,894	8,086	8,288	8,490	Monthly
			40.30	41.31	42.31	43.37	44.43	45.54	46.65	47.82	48.98	Hourly
1245	EXECUTIVE ASSISTANT TO THE CITY MANAGER	CON	5,383	5,518	5,652	5,794	5,935	6,084	6,232	6,388	6,544	Monthly
			31.06	31.83	32.61	33.43	34.24	35.10	35.95	36.85	37.75	Hourly
1218	HUMAN RESOURCES TECHNICIAN I	CON	4,238	4,344	4,450	4,562	4,673	4,790	4,907	5,030	5,153	Monthly
			24.45	25.06	25.67	26.32	26.96	27.63	28.31	29.02	29.73	Hourly
1220	HUMAN RESOURCES TECHNICIAN II	CON	4,663	4,780	4,896	5,019	5,141	5,270	5,398	5,533	5,668	Monthly
			26.90	27.58	28.25	28.96	29.66	30.40	31.14	31.92	32.70	Hourly
1262	MANAGEMENT ANALYST	CON	7,684	7,876	8,068	8,270	8,471	8,683	8,895	9,117	9,339	Monthly
			44.33	45.44	46.55	47.71	48.87	50.09	51.32	52.60	53.88	Hourly

Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

EMPLOYEE BARGAINING GROUPS

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

Appendix "D" – Bilingual Classifications