

CITY OF YUBA CITY  
STAFF REPORT

**Date:** July 15, 2008  
**To:** Honorable Mayor and Members of the City Council  
**From:** Human Resources Department  
**Presentation By:** Steven R. Jepsen, City Manager

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**Summary**

**Subject:** Letter of Understanding with the Police Sergeants

**Recommendation:** Approve a resolution to ratify the recently negotiated Letter of Understanding with the Police Sergeants, request a supplemental appropriation to the Police Department of \$40,600 and authorize the Director of Finance to make appropriate budget adjustments and set the compensation for certain employees as determined in the Salary Schedule and General Compensation Plan effective June 21, 2008.

**Fiscal Impact:** The total increase cost for the three (3) years of the Letter of Understanding is as follows:

FY 08-09	\$71,200
FY 09-10	\$110,000
FY 10-11	\$150,000

The FY 08/09 budget included an estimated increase of 3.0%. The amount for FY 08/09 in excess of what was budgeted is \$40,600.

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**Background:**

The current Letter of Understanding (LOU) with Police Sergeants has a start date of July 1, 2004 and an expiration date of June 30, 2008.

The recommended LOU is for three (3) years and will amend certain provisions of the existing LOU and will have an expiration date of June 30, 2011. Police Sergeants general membership have ratified this Agreement.

The LOU which concludes the meet and confer process with the Police Sergeants will be provided prior to the meeting. The recommended terms of the agreement are outlined below.

**Analysis:**

**Terms of the Police Sergeants (LOU)**

- 1) The agreement is a three (3) year agreement that will begin on July 1, 2008 and will expire on June 30, 2011.
- 2) Effective July 1, 2008, a flat rate salary increase of 4% which applies towards equity adjustments for all Police Sergeants.
- 3) In lieu of an indexed COLA the City agrees to a 3.5% flat rate salary increase effective on July 1, 2009 and July 1, 2010. Equity adjustments will be specific to each classification and are capped in at 5% per year of the contract per classification with the Police Sergeants.
- 4) The LOU additionally addresses the meet and confer on changes in the Personnel Rules and Regulations concerning layoffs, sick leave use and nepotism.
- 5) As part of this understanding and due to the current economic conditions, both parties have agreed to reopen discussions in order to address the impact on this contract with regard to compensation in the event that the City's overall financial situation, based on all General Fund revenues, either significantly diminishes or improves during the term of this contract. Both parties understand that any changes to this agreement are subject to the mutual consent of Police Sergeants and the City Manager and are also subject to approval by the City Council.
- 6) The City agrees to reference CALPERS contract for "Risk Pooling" benefits.
- 7) A side letter agreement addresses the following:

Callback Pay: A study by the Police Department reviewing callback/standby (on-call) practices will be conducted during a ninety (90) day period following the signing of the contract.

Physical Fitness Program: The Police Department physical fitness policy must be reviewed and adopted within three months from the signing of the LOU.

Survey Cites: Survey cities will be reviewed at the option of the Police Sergeants within six (6) months from the signed date of the LOU.

**Fiscal Impact:**

The total increase cost for the three (3) years of the LOU is as follows:

FY 08-09	\$71,200
FY 09-10	\$110,000
FY 10-11	\$150,000

The FY 08/09 budget included an estimated increase of 3.0%. The amount for FY 08/09 in excess of that was budgeted is \$40,600.

These costs include:

Effective July 1, 2008 a 4% flat rate salary increase, plus an equity increase adjustment to the Police Sergeant.

Effective July 1, 2008 and July 1, 2010 a 3.5% flat rate salary increase plus equity adjustments to each Police Sergeant.

**Alternatives:**

1) Do not adopt the proposed agreement and staff will reopen negotiations with the respective representatives.

**Recommendation:**

Approve a resolution to ratify the recently negotiated Letter of Understanding with the Police Sergeants and authorize the Director of Finance to make appropriate budget adjustments and set the compensation for certain employees as determined in the Salary Schedule and General Compensation Plan effective June 21, 2008.

Prepared By:



Susan Pearson  
Human Resources Director

Submitted By: 

Steven R. Jepsen  
City Manager

Reviewed By:

Department Head

Finance

Police Officers' Association Representative

City Attorney

Other: (Name, Title)

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**RESOLUTION NO. 08-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY RATIFYING  
THE LABOR AGREEMENT FOR THE POLICE SERGEANTS, AND SETTING THE  
COMPENSATION OF CERTAIN EMPLOYEES**

BE IT RESOLVED, by the City Council of the City of Yuba City as follows:

**SECTION I.**

The Council hereby ratifies the Letter of Understanding and the Amendment with the Police Sergeants for the period of July 1, 2008 through June 30, 2011.

**SECTION II.**

The Salaries of the employees of the City of Yuba City, who are employed now or will be employed in the future, are fixed and determined as hereinafter set forth in the Salary Schedule and General Compensation Plan, effective June 21, 2008.

**SECTION IV.**

Those portions of previous Resolutions pertaining to the salary schedule of these employees are hereby repealed. The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this Resolution.

**SECTION V.**

BE IT FURTHER RESOLVED, that the City Council authorizes staff to make to make future amendments to the salary schedule as provided for in the ratified labor agreements.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 1st day of July 2008.

AYES:

NOES:

ABSENT:

ATTEST:

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Rory Ramirez, Mayor

\_\_\_\_\_  
Terrel Locke, City Clerk

**AMENDMENT TO THE  
LETTER OF UNDERSTANDING**

**Between**

**The City of Yuba City of Yuba City**

**And**

**The Yuba City Police Sergeants**

**July 1, 2008 through June 30, 2011**

The City of Yuba City and the Yuba City Police Sergeants have agreed to the following four (4) items:

1. As part of this understanding and due to the current economic conditions, both parties have agreed to reopen discussions in order to address the impact on this contract with regard to compensation in the event that the City's overall financial situation, based on all General Fund revenues, either significantly diminishes or improves during the term of this contract. Both parties understand that any changes to this agreement are subject to the mutual consent of Police Sergeants and the City Manager and are also subject to approval by the City Council.
2. Survey cities will be reviewed at the option of the Police Sergeants within six (6) months from dated signed LOU.
3. A study by the Police Department reviewing callback/standby (on-call) practices will be conducted during a ninety (90) day period following the signing of the contract. The results of this study will be shared and discussed with the City Manager, Chief of Police, Sergeants Association President and the Police Officers President. The City Manager, after consultation with the above committee, shall have the final decision on callback procedures. Any recommended changes to the existing procedures on callback/standby (on-call) will require the Associations to meet and confer on this matter.
4. The Police Department physical fitness policy must be reviewed and adopted within three months from the signing of the LOU. Any changes to the existing procedures on the physical fitness policy will require the Associations to meet and confer on this matter.

This agreement shall be effective with the pay period that includes July 1, 2008 and run concurrently with the term of the existing LOU between the City and the Yuba City Police Sergeants.

Date: 7/3/08

Date: 7/3/08

CITY OF YUBA CITY



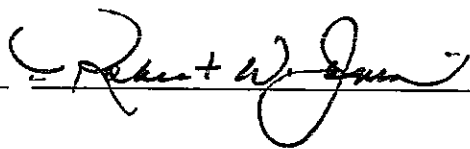
Steven R. Jepsen, City Manager

POLICE SERGEANTS



Steve Kroeger, Asst. City Manager

Robin Bertagna, Director of Finance



# **LETTER OF UNDERSTANDING**

**Between**

**The City of Yuba City**

**And**

**The Police Sergeants**

**July 1, 2008 through June 30, 2011**

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# ARTICLE 1 SALARY

## 1.1 Salary Increases

Effective July 1, 2008 all Police Sergeants will receive a 4% flat rate salary increase that will apply towards equity adjustments for all Police Sergeants. Effective the first pay period that includes July 1, 2009 and July 1, 2010, the City agrees to implement a 3.5% flat salary increase for the Police Sergeant. Salary increase shall be applied at the top step of the salary range with the salary steps below the top step set at five percent descending intervals from the top salary step

In addition to the flat rate salary increase, Police Sergeants shall receive a special adjustment as outlined below:

### Fiscal Year 2008-2009

	Flat Raise Increase (Effective 07/01/08)	Equity Increase (Effective 07/01/08)
Police Sergeant	4%	2.96%

### Fiscal Year 2009-2010

	Flat Raise Increase (Effective 07/01/09)	Equity Increase (Effective 07/01/09)
Police Sergeant	3.5%	0%

### Fiscal Year 2010-2011

	Flat Raise Increase (Effective 07/01/10)	Equity Increase (Effective 07/01/10)
Police Sergeant	3.5%	0%

### Classifications Benchmarks

1. Police Sergeants shall be at a 4% below market comparison of the agreed upon salary survey completed in 2008.

### Salary Survey

A salary (total compensation) survey will be conducted beginning in September 2010. If the survey indicates that salaries are more than 5% below median this Agreement shall be reopened for salary negotiations only at the request of either party effective in 2010. Agencies to be used in the survey are Chico, Lodi, Rocklin, Sutter County, Turlock, West Sacramento, and Woodland.

### 1.3 Education Incentive

Effective June 25, 2004, Police Sergeants shall receive an educational incentive of 2.5% for either an AA degree or POST Intermediate Certificate; a 5% educational incentive for a Bachelor's degree or a POST Advanced Certificate and an additional 2.5% for possession of a POST Supervisory Certificate.

Effective the pay period that includes July 1, 2006, Police Sergeants with either a Bachelor's degree or a POST Advanced Certificate will receive a 7.5% educational incentive. The total of all the above incentives shall not exceed 10%.

## **1.4 Bilingual Pay**

Police Sergeants who are proficient in speaking a foreign language shall receive a \$.50 per hour bilingual pay incentive. The method for certifying proficiency and the determination of which languages will be covered under this program shall be determined by the City in consultation with the Police Sergeants Association.

## **1.5 Holiday Pay**

In lieu of time off for holidays and holiday pay, Police Sergeants assigned to regular patrol shifts shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis. This pay shall be computed at the hourly equivalent rate for the employee's monthly salary. For new or terminating employees, said in lieu pay shall be pro-rated from the date of employment or to the date of termination within the pay period.

## **1.6 Call Back Pay**

Sergeants who are called or scheduled to return to work after having left the work site shall be compensated in accordance with Personnel Rule 2.06(H). A return to work prior to the start of the shift shall also be compensated accordingly provided that the reporting time for work is 2 or more hours prior to the regular shift start time.

## **1.7 On Call Pay**

Police Sergeants who are assigned to on-call status during weekday evenings (Monday -Thursday, 5:00 p.m. to 8:00 a.m.) will receive standby pay of \$1.25 per hour.

Police Sergeants who are assigned to on-call status during weekday evenings (Monday - Thursday, 5:00 p.m. to 8:00 a.m.) will receive standby pay of \$1.50 per hour.

## **1.8 Daylight Savings Time**

Police Sergeants who work on those days when daylight savings time change occurs shall be paid overtime for hours in excess of their regular scheduled work hours. If daylight savings time causes an employee to work less than a full shift, the employee shall be allowed to use vacation or accumulated compensatory time to make up the difference. Vacation or accumulated compensatory time so used shall be considered as in pay status.

## **1.9 Uniform Allowance**

Effective the pay period that includes July 1, 2006, the uniform allowance will increase by 15%.

# **ARTICLE 2 PUBLIC EMPLOYEES RETIREMENT SYSTEM**

## **2.1 Retirement Formula**

The 3% at 50 PERS formula shall be provided for public safety category employees.

Safety employees hired prior to December 16, 1989 shall have their benefit based on the single highest year of salary. Employees hired on or after December 16, 1989 shall have their benefit based on the three highest years salary.

All other current retirement benefits including the optional benefit programs in the existing contract between the City and PERS for safety members shall remain in effect.

The City will provide "Risk Pooling" mandated benefit information upon request.

## **2.2 City Contribution**

The City shall pay 9% of the employee's contributions to PERS per section 1(B)1.

### **2.3 Employer Paid Member Contribution**

The City shall continue to report 100 percent of the employer payment of member contributions (EPMC) to PERS as additional compensation for retirement purposes only. The EPMC shall not increase the base compensation rate for salary purposes. The employer/employee contribution shall continue to be tax exempt per 4141-1(2) to the extent that it is applicable.

### **2.4 Pre-retirement Optional Settlement 2 Death Benefit**

The City will continue to provide the Pre-retirement Optional Settlement 2 Death Benefit. In addition, the City will continue to provide the Indexed Level of the 1959 Survivor Benefit with the employees sharing in the cost of providing the benefit.

## **ARTICLE 3 HEALTH, DENTAL, VISION AND LIFE INSURANCE**

### **3.1 Health Plans**

Effective with the first pay period that includes December 1, 2004 future increases in the health care plan will be split 80%/20% between the employee and the City with the City paying 80%. Effective with the first pay period that includes December 1, 2006 future increases in the health care plan will be split 75%/25% between the employee and the City with the City paying 75%.

#### **Employee Contributions**

Employee contributions are on a pre-tax basis.

#### **Cash-in-Lieu**

The "Cash-in-Lieu of medical insurance" bonus for eligible employees electing to forego health insurance coverage effective December 1, 2004 will be the following percentage of the current lowest cost health plan available to the majority of City employees total premium rate:

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

The Cash-in-Lieu incentive is only available for employees choosing to "waive" medical insurance coverage with the City in favor of comprehensive coverage through another employer; covering dependents under an "individual" policy does not qualify for the incentive.

In addition, employees may also make an election to reduce their wages before-tax for reimbursed medical expenses and dependent care expenses.

#### **Health Plan Contributions**

##### PERS Choice December 1, 2002 to November 2003

Employee contribution for PERS Choice only plan shall be:

Employee only:	\$34.30 per month
Employee plus one dependent:	\$68.60 per month
Family coverage:	\$89.30 per month

##### Other Health Plan December 1, 2002 to November 2003

Employees electing a health plan other than PERS Choice will contribute a different amount based on City's maximum contribution, which is as follows:

Employee only:	\$261.70 per month
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Employee plus one dependent:	\$523.40 per month
Family coverage:	\$680.70 per month

### **3.2 Dental and Vision Plans**

The City shall pay 90% of premium and employees shall pay 10% of the premium. Premiums will be based on periodic actuarial conducted by an outside consultant.

### **3.3 Claims Administrator**

At the City's option, and after consultation with the Police Sergeants, the City may change the Dental and Vision Plan claims administrator at any time.

### **3.4 Life Insurance**

Life insurance benefit amount of \$25,000 shall be maintained for Police Sergeants. Dependent life insurance shall be available to employees. Payment for dependent life insurance is the responsibility of the employee.

### **3.5 Employee Assistance Program**

An Employee Assistance Program (EAP) shall be provided to City employees, spouses and dependents. Counseling for a total of six (6) visits per incident with no limit on the number of incidents per year shall be provided for each employee and his/her family.

## **ARTICLE 4 WORK SCHEDULES**

The City and Sergeants have met and agreed that two Sergeants will work 3/12.5 hour shifts (equivalent to 12 hour and 20 minute shifts) with 3 days on, 3 days off and one designated 5 hour day within the two week pay period. Overtime will be earned on hours worked in excess of the scheduled work hours. Vacation and sick leave will be used in amounts equivalent to the work schedule.

## **ARTICLE 5 DEFERRED COMPENSATION**

Police Sergeants shall receive a monthly City contribution of \$50 paid into a City of Yuba City deferred compensation plan.

## **ARTICLE 6 CERTIFICATIONS**

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Yuba City or any governmental agency to obtain and maintain as a condition of employment.

## **ARTICLE 7 DEPARTMENT OF TRANSPORTATION COMMERCIAL DRIVER LICENSE TESTING**

It is mutually agreed that the Addendum to the Alcohol and Drug Abuse Policy Implementing the Omnibus Transportation Employee Testing Act of 1991 (Exhibit A) shall remain in effect.

## **ARTICLE 8 LEAVE DONATION PROGRAM**

The Catastrophic Illness & Injury Program (Exhibit B) which became effective June 24, 1995 and amended June 20, 1998 will be further amended to add that while an employee is utilizing donated hours, the City will continue to pay its portion of the contribution to the employee's health, dental, vision and life insurance premiums in accordance with the applicable Memorandum of Understanding. The maximum number of hours that may be donated to an employee who is not a member of the Association in any 12-month period shall be 160 hours.

## **ARTICLE 9 COUNSELING MEMORANDUM**

The attached policy on Counseling Memos (Exhibit C) shall remain in effect.

## **ARTICLE 10 COMPENSATORY TIME**

### **10.1 Maximum Accumulation**

Compensatory time for Police Sergeants may be accumulated to a maximum of eighty (80) hours.

### **10.2 Maximum Cash Out**

Upon written request, Police Sergeants shall be paid for up to 40 hours, per fiscal year, of recorded compensatory time. Payment will be at the earliest payroll period. The City, at its option, may reimburse a Police Sergeant up to 40 accrued hours of compensatory time at the end of any fiscal year. Any additional employee requests are subject to the approval of the Police Chief or designated representative.

## **ARTICLE 11 DMV LICENSE EXAMINATION**

Physical examinations for Police Sergeants who are required to maintain a Class A or B California diver's license as a job requirement shall have the expense paid by the City. Employees may elect to go to their own personal physician or to the medical center designated by the City. Employees electing to go to their own personal physician shall be reimbursed upon submission of an itemized receipt to the Human Resources Department. The maximum amount eligible for reimbursement is the amount the City has contracted for with the designated medical center.

## **ARTICLE 12 SHORT TERM DISABILITY**

### **12.1 Waiting Period**

A 30-calendar day waiting period must pass before benefits are payable.

### **12.2 Premium**

The premium shall be set at .001 of earnings; no premium cap shall exist.

### **12.3 Benefit**

The benefit shall be equal to 60% of earnings at time of the disabling event; no dollar cap on the benefit shall exist.

## **ARTICLE 13 MISCELLANEOUS PERSONNEL RULE CHANGES**

The City will continue to meet with all bargaining units to amend the following sections of the Personnel Rules and Regulations. At such time as the language changes are finalized, the City will amend the Personnel Rules and Regulations to reflect the agreed upon language.

- 1) Layoffs (Section 1.15)
- 2) Nepotism (Section 1.03)
- 3) Sick Leave- Excessive Usage (Section 2.09 L)

## **ARTICLE 14 AMERICAN DISABILITIES ACT COMPLIANCE**

### **14.1 Accommodation**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement and the Personnel Rules may be disregarded in order for the City of Yuba City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff,

reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

### 14.2 Legal Obligation

The parties recognize that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The City will notify affected employees of these proposed accommodations prior to implementation.

### 14.3 Protection

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

## ARTICLE 15 INTEREST BASED PROBLEM SOLVING

The employees and the City utilized the Interest Based Problem Solving Process philosophy to negotiate this contract. This contract represents the results of open, honest sharing of information and concerns related to issues for the employees and the City. Based on the philosophy of using this process, the employees and the City agree and understand that this is a living contract and agree to meet and discuss any items within this agreement that become of concern to either party during the course of this agreement. Both parties understand that any changes to this agreement are subject to the mutual consent of the employees and the City Manager and are also subject to approval by the City Council.

## ARTICLE 16 TERM OF AGREEMENT

The term of this agreement shall be July 1, 2008 through June 30, 2011.


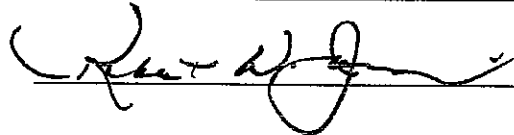
Date: 7/3/08

CITY OF YUBA City of Yuba City

  
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Date: 7/3/08

POLICE SERGEANTS

  
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**THE CITY OF YUBA CITY**  
Addendum to Alcohol and Drug Abuse Policy Implementing the Omnibus  
Transportation Employee  
Testing Act Of 1991

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.

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

**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 within 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 36 months. The City will immediately serve a Notice of Intended Disciplinary Action in accordance with the personnel rules. The safety-sensitive employee will pay referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs. 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 the 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. 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 CTO and vacation or be placed on an approved leave of absence. 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. The employee shall pay all costs associated with follow-up testing unless the City receives such services included from the program administrator (Fremont-Rideout Drug Testing Services).

**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. **The safety-sensitive employee will pay rehabilitation plan development costs and any other treatment plan costs.** The City shall have sole discretion in determining any financial contribution to assist the 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 this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

#### **F. TESTING FOR PROHIBITED SUBSTANCES**

Analytical urine controlled substance testing and breath testing for alcohol will be conducted as required under 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 included 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 a 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.

#### **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 when the employee is cited for a moving violation and (i) any involved vehicle requires towing from the scene or (ii) any person involved requires medical treatment away from the scene of an accident.

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 SAP will determine the duration and frequency. 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 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 within 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 36 months.

## 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.) Benzoyllecgonine

(3.) 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.

**CITY OF YUBA CITY  
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.

## 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.

# Personnel Rules & Regulations Police Sergeants July 1, 2004

## I. CITY RULES AND REGULATIONS CHANGES

Current language from the City's Rules and Regulations shall be amended and incorporated into this agreement to accomplish the following:

### DISCIPLINE

#### Exclusions:

1. Department Heads and the City Manager are exempt from the rules and regulations of this Section, as they are employed at the pleasure of the City Council. In addition, there is no right to appeal any disciplinary action imposed by the City Council.
2. Any seasonal, temporary, extra-help, limited term or part-time (less than half-time) employees may be disciplined and separated from City employment without regard to this section and shall have no right of appeal, and shall be considered employed at the pleasure of the City.

Employee Conduct: The expected standard of conduct for all employees in City employment shall be in the public interest as opposed to individual interest. Therefore, in order to render the best possible service to the general public and to reflect credit on the City service, high standards of conduct are deemed essential.

Improper Employee Conduct: The term "improper employee conduct" shall mean not only any improper action by an employee in his/her official capacity. It also refers to but also any conduct by an employee not connected with his/her official duties as permitted by law tending to bring the City service into discredit, or which tends to affect the employee's ability to perform his/her duties officially, or any improper use of his/her position as an employee for his or her personal advantage. In addition, improper employee conduct includes the following:

1. Fraud in securing appointment;
2. Incompetence;
3. Inefficiency;
4. Inexcusable neglect of duty;
5. Insubordination;
6. Dishonesty;
7. Partaking or in possession of intoxicating beverages, partaking, trafficking or being in possession of non-prescribed narcotics, or being under the influence thereof while on duty;
8. Offensive conduct or language toward the public or towards fellow City employees, or officers thereof;
9. Inattention to duty, tardiness, indolence, carelessness, or damage to or negligence in the care and handling of City property;

10. Improper or unauthorized use of City vehicles or equipment;
11. Claim of sick leave under false pretenses, or misuse of sick leave;
12. Outside employment not specifically authorized
13. Absence from duty without leave, failure to report after leave of absence has expired, or after such leave of absence has been disapproved or revoked and cancelled by proper authorities;
14. Misuse or misappropriation of City property, equipment, or supplies;
15. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
16. Violation of City Ordinances, these rules, or any written rules or regulations, which may be prescribed, by the City Administrator or a Department Head;
17. Participation in any form of concerted activity such as: blue flu, work slow down, strike, etc.;
18. Excessive use of sick leave;
19. Acceptance by an employee of award, gift or other form of remuneration in addition to regular compensation for the performance of his/her duties, from any source whatsoever;
20. Solicitation, in an official capacity or as an employee of the City, of the public for money, goods, or services not specifically authorized by the Human Resources Director;
21. Political activity, which is in violation of the rules contained in the City's Personnel Rules and Regulations.
22. Inability to meet required and expected job standards for the position in areas such as, but not limited to, technical skills and abilities; job knowledge; work attitudes, habits and relationships; physical fitness and work quality and quantity.

#### LEAVES OF ABSENCE WITHOUT PAY: SECTION 2.11(D)(5)

##### D. Family Care Leave

5. **Maximum Leave:** An eligible employee is entitled to family care leave for up to (a) three months within a 12 months period, or (b) four months within a 24-month period, as provided by State and federal laws. A month shall be considered to have 22 working days. The leave may be taken in one or more periods but must be in at least one day increments. For eligible employees who work less than full-time, the number of working days shall be adjusted on a pro-rata basis. The 12- or 24-month period shall begin on the first day that a family care leave begins.

*An employee must first exhaust any paid leave balances in excess of 160 hours; (other than Vacation and Compensatory Time) before using unpaid leave.*

However, an employee may elect to use additional paid accrued vacation leave, compensatory time and/or sick leave for family leave. Use of paid time shall be credited toward the total number of days for family care leave.

MEMORANDUM OF UNDERSTANDING

AMENDMENT

BETWEEN THE CITY OF YUBA CITY


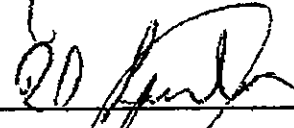
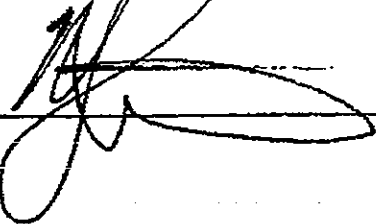
AND THE POLICE SERGEANTS



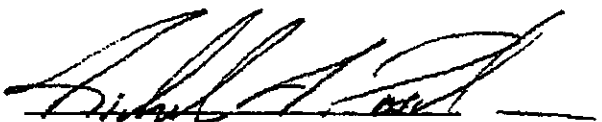
The City and the Police Sergeants have met and have reached agreement with regard to the work schedules of two Police Sergeant positions.

The City and the Sergeants have met and have agreed that two Sergeants will alter their current schedule to work 3/12.33 hour shifts (equivalent to 12 hour and 20 minute shifts) with 3 days on, 3 days off and one designated 6 hour day within the two week pay period. Overtime will be earned on hours worked in excess of the scheduled work hours. Vacation and sick leave will be used in amounts equivalent to the work schedule.

This alternate schedule will be on a trial basis not to exceed 6 months. At that time, the City and the Sergeants will review the effectiveness of the schedule and determine whether or not the modified schedule has resulted in salary savings to the City. At the end of the trial period, a decision will be made regarding a permanent change of the schedule based on feedback from both management and assigned Sergeants. The modified schedule shall be effective with the pay period beginning November 17, 2001.

ed on this 26<sup>th</sup> day of November, 2001.

  
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MEMORANDUM OF UNDERSTANDING

AMENDMENT

BETWEEN THE CITY OF YUBA CITY

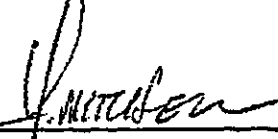
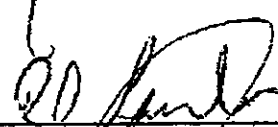
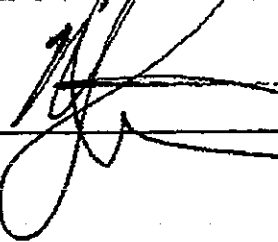
AND THE POLICE SERGEANTS

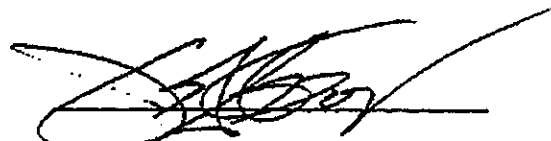

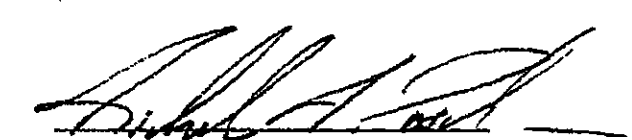
The City and the Police Sergeants have met and have reached agreement with regard to the work schedules of two Police Sergeant positions.

The City and the Sergeants have met and have agreed that two Sergeants will alter their current schedule to work 3/12.33 hour shifts (equivalent to 12 hour and 20 minute shifts) with 3 days on, 3 days off and one designated 6 hour day within the two week pay period. Overtime will be earned on hours worked in excess of the scheduled work hours. Vacation and sick leave will be used in amounts equivalent to the work schedule.

This alternate schedule will be on a trial basis not to exceed 6 months. At that time, the City and the Sergeants will review the effectiveness of the schedule and determine whether or not the modified schedule has resulted in salary savings to the City. At the end of the trial period, a decision will be made regarding a permanent change of the schedule based on feedback from both management and assigned Sergeants. The modified schedule shall be effective with the pay period beginning November 17, 2001.

ed on this 26<sup>th</sup> day of November, 2001.

  
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