

CITY OF YUBA CITY  
STAFF REPORT

**Date:** July 20, 2021  
**To:** Honorable Mayor and Members of the City Council  
**From:** Human Resources Department  
**Presentation By:** Dave Vaughn, City Manager

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**Summary**

**Subject:** Public Employees Union, Local 1 Memorandum of Understanding (MOU)

**Recommendation:**

- A. Adopt a Resolution approving a three-year Memorandum of Understanding with the Public Employees Union, Local 1
- B. Authorize the Finance Director to transfer funds from Contingency account 4215-65601 in the amount of \$225,300
- C. Approve a supplemental appropriation to Salary and Benefits, Fund 507 in the amount of \$226,400
- D. Approve a supplemental appropriation to Salary and Benefits, Fund 518 in the amount of \$309,500

**Fiscal Impact:** An increased cost of \$911,800 for FY 21/22 and a cumulative cost of \$1,477,700 for the three-year contract

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**Purpose:**

To approve the Public Employees Union, Local 1 Memorandum of Understanding.

**Background:**

The City's MOU with the Public Employees Union, Local 1 (Local 1) expired on June 30, 2020. The City and the Public Employees Union, Local 1 have been meeting since March 2021 to negotiate a new MOU. The previous MOU included a 2% increase to the base hourly salary rate, a one-time distribution of \$1,500 or 2% of base hourly wage (whichever was greater), increases in dental and vision coverage, increases in the tuition reimbursement program and a vacation sell back program.

**Analysis:**

Local 1 has agreed to a three-year Memorandum of Understanding including:

1. Effective the first full pay period following adoption, for all represented classifications in Public Employees Union, Local 1:
  - a. 3.5% salary increase (with the exception of Water Distribution Operator I/II/III)
  - b. \$4,000 signing bonus
2. Wastewater Collections Maintenance Worker II/III and Water Distribution Operator I/II/III salary schedule adjustments

3. Effective the first full pay period following adoption, the Water Distribution Operator classifications shall receive a twenty-three and a half percent (23.5%) salary increase
4. Extended Vacation Sell-Back period (November 2021 and 2022) ) and an increase to the amount eligible up to 80 hours
5. Parks Division Callback and Stand-by Pay
6. Reopener to discuss City's financial position in April 2022

The complete Memorandum of Understanding is attached.

**Fiscal Impact:**

The proposed changes will result in a net cost increase of \$911,800 for FY 21/22 and a cumulative cost of \$1,477,700 for the three-year contract. Note: Costing does not include benefit rates or increased pension costs.

**Alternatives:**

Do not approve the Public Employees Union, Local 1 Memorandum of Understanding and provide staff direction.

**Recommendation:**

Adopt a Resolution approving a three-year Memorandum of Understanding with Public Employees Union, Local 1, and approve transfers and supplemental appropriations totaling \$761,200 to the FY 21/22 adopted budget.

**Attachments:**

1. Cost impact of Public Employees Union, Local 1 MOU Terms
2. Public Employees Union, Local 1 MOU Resolution
3. Public Employees Union, Local 1 Memorandum of Understanding
4. Revised Salary Schedule

Prepared By:

Submitted By:

*/s/ Ciara Wakefield*

Ciara Wakefield  
City Clerk Administrator

*/s/ Dave Vaughn*

Dave Vaughn  
City Manager

Reviewed By:

Human Resources

NS

Finance

SM

Special Counsel

SS by email

# ATTACHMENT 1

**City of Yuba City**  
**Local 1 - July 20, 2021 Staff Report**

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
<b>FY 2021-22</b>			
Signing bonus, \$4,000 onetime, nonPERS		\$ 389,600	\$ 389,600
Salary increase - 3.5%	\$ 242,800		242,800
excluding: Water Distribution Operator Maintenance Worker classifications			
Salary increase - 23.5% Water Distribution Operator classifications	127,900		127,900
Wastewater Collection Maintenance Worker II			
Wastewater Collection Maintenance Worker III	117,500		117,500
Sellback 80 hours of vacation - Historical estimate + incr. (Max. cost \$231,500) <sup>1</sup>		14,000	14,000
Parks Maintenance Standby (\$2.45/hr., 251 hrs., 26 times, plus benes) + OT	20,000		20,000
<b>Total Cost - Year 2 of Contract</b>	<b>\$ 508,200</b>	<b>\$ 403,600</b>	<b>\$ 911,800</b>

<b>FY 2022-23</b>			
Ongoing increases from FY 21/22	\$ 488,200		\$ 488,200
Salary increase - 6.5% Water Distribution Operator classifications	43,700		43,700
Sellback 80 hours of vacation - Historical estimate + incr. (Max. cost \$231,500) <sup>1</sup>		\$ 14,000	14,000
Parks Maintenance Standby (\$2.45/hr., 251 hrs., 26 times, plus benes) + OT	20,000		20,000
<b>Total Cost - Year 3 of Contract</b>	<b>\$ 551,900</b>	<b>\$ 14,000</b>	<b>\$ 565,900</b>

**Total Cost - 3 year Contract**    **\$ 1,060,100    \$ 417,600    \$ 1,477,700**

<i>General Fund</i>	\$ 245,600	\$ 219,300	\$ 464,900
<i>Water</i>	\$ 369,300	\$ 63,600	\$ 432,900
<i>Wastewater</i>	\$ 406,400	\$ 106,300	\$ 512,700
<i>SASA</i>	\$ 22,600	\$ 20,300	\$ 42,900
<i>VMF</i>	\$ 16,200	\$ 8,100	\$ 24,300

**Note 1: Five general fund employees used this sellback in 2019.**

**Ref. 20A S&B 21-22**

## ATTACHMENT 2

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING THE PUBLIC EMPLOYEES, UNION, LOCAL 1  
MEMORANDUM OF UNDERSTANDING  
JULY 1, 2020 – JUNE 30, 2023**

WHEREAS, the City recognizes the Public Employees Union, Local 1 commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and the Public Employees Union, Local 1 have negotiated a tentative three-year Memorandum of Understanding subject to Council approval which was approved by Public Employees Union, Local 1 membership on July 13, 2021 and;

WHEREAS, the City appreciates the efforts and energy the Public Employees Union, Local 1 have put forth to negotiate this Memorandum of Understanding.

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

Approve the attached Public Employees Union, Local 1 Memorandum of Understanding.

The attached Memorandum of Understanding is hereby approved with the following terms, among others:

1. Effective the first full pay period following adoption, for all represented classifications in Public Employees Union, Local 1:
  - a. 3.5% salary increase (with the exception of Water Distribution Operator I/II/III)
  - b. \$4,000 signing bonus
2. Wastewater Collections Maintenance Worker II/III salary schedule adjustments
3. Effective the first full pay period following adoption, the Water Distribution Operator classifications shall receive a twenty-three and a half percent (23.5%) salary increase
4. Vacation Sell-Back period (November 2021 and 2022)
5. Parks Division Callback and Stand-by Pay
6. Reopener to discuss City's financial position in April 2022

The Director of Finance is hereby authorized to make the necessary salary schedule modifications, transfers, and appropriations to implement the provisions of this Resolution:

1. Authorize the Finance Director to transfer funds from Contingency account 4215-65601 in the amount of \$225,300
2. Approve a supplemental appropriation to Salary and Benefits, Fund 507 in the amount of \$226,400
3. Approve a supplemental appropriation to Salary and Benefits, Fund 518 in the amount of \$309,500

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 20<sup>th</sup> day of July 2021.

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AYES:

NOES:

ABSENT:

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Marc Boomgaarden, Mayor

ATTEST:

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Ciara Wakefield, Deputy City Clerk

Approved as to form:

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Stacey Sheston  
BB&K, Special Counsel

# ATTACHMENT 3



**MEMORANDUM OF UNDERSTANDING**

**FOR**

**PUBLIC EMPLOYEES' UNION, LOCAL 1 / AFSCME 57**



**AND**

**CITY OF YUBA CITY**



**TERM:**

**JULY 1, 2020 THROUGH JUNE 30, 2023**

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## **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 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 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 policy 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**

#### **1. Salary Schedule**

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

#### **2. Merit Increases**

The following language replaces the Rules §1.11, B, Merit Salary 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 will be final.

### 3. Salary Increases

Effective July 31, 2021, the below classifications have the top step of their schedules set as follows:

Wastewater Collection Maintenance Worker II	\$31.97
Wastewater Collection Maintenance Worker III	\$36.77

Effective July 31, 2021, the classification of Wastewater Collection Maintenance Worker III who does not possess a CWEA Collections System Maintenance Grade 3 Certification shall be reclassified and moved to the top step of the Wastewater Collection Maintenance Worker II classification.

The Water Distribution Operator I/II/III and Wastewater Collections Maintenance Worker I/II/II shall be flexibly staffed positions.

Effective July 31, 2021, the Water Distribution Operator classifications shall receive a twenty-three and a half percent (23.5%) salary increase.

Effective July 31, 2021, all classifications shall receive a three and a half percent (3.5%) salary increase. The Water Distribution Operator classifications shall be excluded from receiving this salary increase.

Effective the first full pay period in fiscal year 2022/2023 the Water Distribution Operator classifications shall receive a six and a half percent (6.5%) salary increase.

### 4. Signing Bonus

No later than the completion of the first full pay period following City Council approval of this Agreement, each current employee who was employed on June 30, 2021 shall receive a signing bonus of \$4,000, which shall be in a separate check. The signing bonus is subject to applicable payroll taxes and withholdings.

## **Article 5 – Overtime**

Employees who work in excess of their standard (i.e. regularly scheduled) daily shift, or in excess of the applicable overtime threshold, 40 hours in the designated 7-day work period, shall be compensated for such overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. Hours in a paid status, including all paid leave, shall count as hours worked for purposes of overtime when such overtime is mandatory and/or required by the department head or designee. If overtime is made available by the department head or designee and the employee voluntarily chooses to work such time, only actual hours worked pursuant to the Fair Labor Standards Act (FLSA), and compensation time, will count toward hours worked. If the employee

is not eligible for the overtime rate the employee will be paid their regular hourly rate for such hours worked.

### **Article 6 – Compensatory Time Off (CTO)**

Compensatory Time Off (CTO) maximum accumulation for employees is 80 hours. Rules § 2.06(E) shall apply to the accumulation and use of compensatory time off. The City shall no longer provide cash out for accrued compensation time for employees. This article supersedes Rules § 2.06(E).

### **Article 7 – Uniforms**

The City shall report non-safety uniforms expenditures as “special compensation,” pursuant to CalPERS regulations, in two ways. The initial uniform outlay for an employee at the time of hire will be reported at the next available reporting opportunity following the expenditure at an amount not to exceed \$25.00. When reported, the amount will be reported ratably as earned over the course of the expected period that the initial uniform items are intended to be used. Thereafter, uniform expenditures will be reported as earned on a per pay period basis in the amount determined by the uniform billing provider statement for class CalPERS members only but not to exceed \$1200.00 per fiscal year. The uniform billing services is subject to change based on uniforms provider, operational safety and requirements as determined by the City. The foregoing shall be subject to the provisions and limitations under the Public Employees’ Retirement Law, including prohibitions on reporting the uniform allowance as pensionable compensation for employees deemed “new members” under the Public Employees’ Pension Reform Act (PEPRA) of 2013

### **Article 8 – Holidays**

#### **i. Recognized Holidays**

Employees shall be entitled to holidays with pay. Holidays are paid on an eight (8) hour basis. The City recognizes 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. Thanksgiving Day (the fourth Thursday in November)
- i. The day following Thanksgiving Day
- j. Christmas Day (the 25th day of December)
- k. 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 shall be observed as a holiday, and whenever a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

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

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.

## 2. Compensation for Holiday Work

- a. Employees required to work on paid holidays shall be compensated at the overtime rate for any work during the holiday in addition to their normal 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 shall be 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 shall be 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. All 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 shall be 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.

## 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 shall 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 will be designated as the Operator’s holiday. If the operator is required to work this day, they shall receive holiday overtime pay for the actual hours worked on their holiday.



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

5. Floating Holidays

Employees shall receive two (2) floating holidays per fiscal year shall be provided which must be used during the fiscal year. These two floating holidays have no cash value and may not be carried over to a subsequent fiscal year. If any employee in this unit does not use either of both of these floating holidays during the fiscal year when the holidays are provided, the employee forfeits the unused floating holiday(s). Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rule § 2.08.

**Article 9 – Employee Benefit Plans**

1. Health Plans:

The City shall pay 80% of the premium for the lowest cost health plan available to the majority of City employees.

2. Medical-in-lieu:

Cash-in-Lieu payments may be available when an employee provides proof of alternative group health coverage and through another employer, such as a spouse’s employer (and thus reduces the level of health care coverage taken through the City) 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, shall be entitled to a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest cost health plan available to the majority of City Employees.
- b. The employee making the election covered above, shall receive 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.

- c. The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage by providing proof of alternative group health coverage through another employer, such as a spouse's employer, will be based on the below percentages of the current lowest cost health plan available to the majority of City employees:

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

3. Dental and Vision Plans:

The City shall pay 90% of the dental/vision premiums for covered employees. Effective January 1, 2020, for dental, the calendar year maximum shall increase to \$1,750 and for vision, the benefit maximum (as defined in the plan document) shall increase to \$600 every 24 months. Employees are not required to enroll in the City's dental/vision plan.

4. Health Plan Benefit Committee:

Local 1 shall designate at least one (1) representative to the Health Plan Benefit Committee. The general purpose of the committee is to address benefit plan design, cost containment and premium adjustments. The committee will also contain members from other employee groups.

5. Life Insurance:

The City shall provide employees with a \$20,000 life insurance policy. Dependent life insurance shall be available to employees. Payment for dependent life insurance is the responsibility of the employee.

6. 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 wellbeing. 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.

7. Short Term Disability Plan:

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.

8. The City shall have the right to select the insurance carriers and the mechanism for providing all benefits under this Article. The City shall meet and confer with Local 1 over any proposed changes regarding the benefit levels under this Article.

## **Article 10 – Vacation Accrual**

1. Vacation Accrual: Employees will 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

2. Vacation Sell-Back:

- a. Employees may make an irrevocable decision to sell-back up to 80 hours of vacation during the months of November 2021 and 2022, for the succeeding calendar year. The employee must have a minimum of 80 hours of any combination of CTO, floating holiday, or administrative leave available in their leave banks after the vacation sell back occurs.
- b. Employees must have accrued and maintain a minimum of 80 hours of vacation leave in order to exercise the voluntary option to sell-back as outlined in #1.
- c. Employees that opt to sell-back a portion of their vacation accrual can elect to be paid for such at any time during the following calendar year, assuming 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 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.

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.

2. Classic Member Retirement Formulas:

- a. Employees hired before August 2, 1991, shall receive the 2.7% at 55 miscellaneous CalPERS formula with the one year final average compensation period. These members shall pay the 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, shall receive the 2.7% at 55 miscellaneous CalPERS formula with the three years final average compensation period. These members shall pay the 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 a new member shall receive the 2% at 55 miscellaneous CalPERS formula with the three years final average compensation period. These members shall pay the 100% of the employee's seven percent (7%) member contribution on a pre-tax basis.

3. "New Member" Retirement Formulas:

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

4. Optional Benefits:

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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 are eligible through the City's Tuition Reimbursement Program for tuition reimbursement for registration fees, parking fees, class presentation participation materials, and other educationally related materials, fees, or supplies not to exceed \$5,000 annually.

### **Article 13 – Job Sharing**

1. No more than two (2) persons may job share one full-time position. A job share could be accompanied by splitting hours in a day or days of a week. It is the responsibility of the participants to coordinate a job share of a position.
2. One allocation of health, dental, vision and life insurance benefits shall be provided for each full-time position.
  - a. The job share participants shall jointly agree if the benefits shall be shared or if one party shall receive 100% of the benefits. If one party agrees to waive their share of the benefits, the other party shall be entitled to receive that share of the benefits.
  - b. The agreement on distribution of benefits shall be binding on the parties unless another mutual agreement is made between the participants.
  - c. Job share participants agree to payroll deduction for payment of benefit premiums in the event benefits are being shared between the participants.
  - d. The Cash-in-Lieu Program is available only if the benefits allocated to the position are not being used by the participants.
3. All other employment benefits (sick, leave, vacation, administrative leave, etc.) shall be prorated to the full-time equivalency of time worked, in accordance with Rule § 2.07(B) 2.
4. It is the responsibility of the participants to provide full-time coverage during the absence of the other participant, such as for vacation, jury duty, sickness, leave of absence, termination of employment by one participants, etc., subject to request by the department for additional coverage.
5. In the event one participant wants to return to full-time status, and the other participant does not, the position shall remain as a job share until a mutual decision is reached by the participants. Seniority does not provide any preference or rights for the participants.
6. In the event one party leaves the position permanently, the department head shall decide whether to retain the position as a share or to convert it to a full-time position. If the latter, the full-time position shall be offered first to the remaining participant.
7. Job share participants may apply for other city positions that they qualify for and will be considered along with other applicants. Job share participants shall not be entitled to preferential consideration above other city employees.
8. It is expected and required that job share participants shall work together cooperatively and develop a system for keeping each other updated on a daily basis, and to provide overlap as required ensuring a smooth transition during the workday.

9. The department head, subject to approval of the City Manager, shall retain sole discretion in approving, modifying or terminating a job share arrangement at any time based upon the efficiency of the department or the best interests of the City.
10. In the event a decision is made to terminate the job share arrangement, the employee with the most seniority in the position (not classification) being job shared (including service in the position prior to job sharing), shall have first opportunity for the full-time position. If declined, the second employee shall be offered the position. The layoff provisions of the Personnel Rules shall be used to displace the employee(s) affected.
11. A written agreement regarding the final terms and conditions of each job share arrangements shall be prepared by the Human Resources Director.
12. All requests for a job share arrangement shall be approved in the following manner:
  - a. Employees submit request to Department Head.
  - b. Department Head meets with Human Resources Director to finalize arrangement.
  - c. Approval of City Manager is required.
13. Where applicable, the above terms and conditions take superiority and preference to any and all other Rules, policies or any other terms or conditions of employment with the City.

#### **Article 14 – Incentives**

1. Bilingual Pay:

Employees who are proficient in speaking a foreign language will receive \$23.08 per workweek bilingual pay incentive. The method of certifying proficiency, determination of which languages will be covered under this program and the number of persons who will receive bilingual pay shall be determined by the City.

2. Water Certificate Pay:

The City's water distribution system is classified as a D4 system. Due to this D4 system classification, the Chief Operator is required to have a minimum of a D4 certificate and shift operators are required to have a minimum of a D3 certificate. To meet the intent of this drinking water regulation, the City must have Public Works employees working in water distribution who possess water distribution certifications. Water Distribution Certificate pay is included in the base hourly rate for Public Works employees in the Water Distribution operator classification who work with or have the potential to work with the City's water system and possess D-1 through D-4 certification.

Public Works (PW) employees who are assigned to work in water distribution are referred to as "Water PW employees". Public Works employees, along with Finance's Field Customer

Service Representatives, who are not assigned to the area of water distribution are referred to as “Non-Water PW employees”.

The chart is how water distribution certificate pay is applied to Non-Water PW employees. For maintenance workers on the Water Distribution Division that do not meet minimum qualifications for the Water Distribution Operator classification, they shall remain in the maintenance worker classification and continue to receive certification pay provided in the chart below. Total amount of certification pay cannot under any circumstances exceed 10% of the employees’ salary (this includes bilingual pay).

Water Distribution, Maintenance Workers (does not apply to Water Distribution Operator classification)	Non-Water (i.e. Streets, Wastewater, Plant Maintenance Mechanics): If multiple certification, only receive \$50 per month (cap).
\$50 per month (D-1)	\$50 per month (D-1)
2.5% of salary per month (D-2)	\$50 per month (non-cumulative) (D-2)
2.5% of salary per month (cumulative = 5%) (D-3)	\$50 per month (non-cumulative) (D-3)
2.5% of salary per month (cumulative = 7.5%) (D-4)	N/A

Water Treatment Plant Operators shall receive certificate pay for treatment (T-1 through T-4) or distribution (D1 through D-4) certification. The certificate pay is included in the hourly base rate for Water Treatment Plant Operators.

**Article 15 – Callback and Stand-by Time**

1. Public Works/Utility Employees Callback and Stand-by Time:

This section addresses Public Works and Utility employees on stand-by for after hours and weekend/holidays for a seven-day period. Stand-by pay shall be \$2.45 per hour for all hours occurring between the end of the shift and the beginning of the next regular shift. A rotation stand-by list will be created and posted in January each year. Employees will be allowed to trade stand-by weeks with stand-by eligible employees with written prior notice to their supervisor for approval at least two (2) days in advance of their scheduled stand-by week. Specific days may be traded during the stand-by week and can be accommodated if there is a stand-by eligible employee available and willing to cover the day(s). Stand-by employees will be provided a designated take home vehicle for the purpose of responding to call-outs. Take home vehicles will 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 shall 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. Stand-by employees called back to work shall receive a minimum two (2) hours at time and one-half the employee’s regular rate of pay. Multiple call-outs within a two (2) hour minimum period are not separately compensable. If continuous work

hours exceed the two (2) hour minimum, the actual time worked is paid at time and one-half the employees' regular pay. Callback pay is from portal to portal.

There are two (2) types of stand-by time: General and Water Distribution. The General stand-by employee is responsible for any after hour's calls except for Water Distribution related calls. The Water Distribution stand-by employee is the designated shift operator for the water system and must respond to water distribution calls but may be utilized for general calls for service. If an additional employee is required by the general stand-by person, the Water Distribution stand-by person will be utilized. If further staffing is needed beyond the two employees, then any available employees will be asked to respond.

a. Personnel Eligibility for General Stand-by:

1. Personnel for General stand by shall have a minimum of one year experience as a City of Yuba City Public Works Maintenance Worker I and off their initial probationary period.
2. Personnel must have a minimum of a Class B California Driver's License.
3. Personnel must be within 45 minutes response time using an internet mapping site.
4. Personnel while on stand-by must remain physically able to respond within 45 minutes to the incident and refrain from the use of alcohol, medications or substances that may interfere with their ability to effectively respond to any call for service.

b. Personnel Eligibility for Water Distribution Stand-by:

1. Personnel must have a valid California Water Distribution D-3 or higher certification and have successfully completed their initial probationary period.
2. Personnel must have a minimum of a Class B California Driver's License.
3. Personnel must be within 45 minutes response time using an internet mapping site.
4. Personnel while on stand-by must remain physically able to respond within 45 minutes to the incident and refrain from the use of alcohol, medications or substances that may interfere with their ability to effectively respond to any call for service.

c. Assignment Period: A typical stand-by period shall be one week beginning on Thursday at conclusion of the workday and continuing to the following Thursday at conclusion of the workday.

d. Assignments Limits: Employees will be limited to two weeks stand-by at a time (in a row). Employees may only participate in one of the two stand-by categories General or Water Distribution. In the event the Water Distribution on-call covers both shifts for on-call they will not collect any additional pay.



e. Exceptions:

1. The stand-by individual is responsible for finding a qualified substitute when necessary due to illness or a family emergency. When a substitute is found the stand-by employee must notify a supervisor and police dispatch.
2. Stand-by is typically filled by a voluntary basis. In the event no employee volunteers to cover stand-by, the Department Director or designee will choose from the qualified personnel listing. First will be qualified personnel that have not worked stand-by in the previous six months starting with the least senior staff to the most senior staff. Remaining slots will then be filled by seniority, starting with the least senior qualified staff until all the slots are filled.

2. Animal Services Callback and Stand-by Time:

Animal Services employees on stand-by for after hours, weekend and holidays for a seven-day period. Stand-by pay shall be \$2.45 per hour for all hours occurring between the end of the shift and the beginning of the next regular shift. 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.

Stand-by employees will be provided a designated take home vehicle for the purpose of responding to call-outs. Take home vehicles will not be driven for any purpose other than driving to and from service calls and traveling to and from work. Employees on stand-by will not be required to use their personal vehicles while on stand-by assignments due to the nature of Animal Services.

Stand-by employees called back to work shall receive a minimum two (2) hours at time and one-half the employees' regular rate of pay. Multiple call-outs within a two (2) hour minimum period are not separately compensable. If continuous work hours exceed the two (2) hour minimum, the actual time worked is paid at time and one – half the employees' regular pay. Callback pay is from portal to portal.

If an animal control officer is called for service and they are able to resolve the call by phoning a citizen rather than responding to a physical address, they will be compensated at time and one-half the employees' regular pay for actual time on the phone. These cases happen routinely as in the event of an animal bite. The animal control officer will take a report over the phone, but in many cases does not need to respond to a physical address until the next business day where the biting animal has been confined and secured.

a. Personnel Eligibility for Animal Services Stand-by:

1. Animal Services employees must have successfully passed their field training and are considered a full-fledged animal services officer.
2. Animal Services employees must have a current Class C California Driver's License.
3. Personnel must be within 45 minutes response time using an internet mapping site.
4. Personnel while on stand-by must remain physically able to respond within 45 minutes to the incident and refrain from the use of alcohol, medications or substances that may interfere with their ability to effectively respond to any call for service.

b. Assignment period: The typical stand-by time shall be rotated on a monthly basis with the exception of the responsible employee having relief from the assignment on their weekly and routine days off. This historical practice has been mutually agreeable to the employees and management, however, other service models can be considered as the need arises.

c. Exceptions: The stand-by employee is responsible for finding a qualified substitute when necessary due to illness or family emergency. When a substitute is found, the stand-by 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.

3 Parks Division Callback and Stand-by Pay:

Parks Division employees on stand-by for after hours, weekend and holidays for a fourteen-day period. Stand-by pay shall be \$2.45 per hour for all hours occurring between the end of the shift and the beginning of the next regular shift.

Employees shall bid for stand-by weeks annually in November based on seniority for the following calendar year. The bid calendar shall designate the qualifications required to bid for specific weeks. Employees shall bid for two week blocks, one at a time until all 52 weeks are filled. Any weeks unfilled on December 15<sup>th</sup> shall 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 written approval of the supervisor.

Stand-by employees called back to work shall receive a minimum two (2) hours at time and one-half the employees' regular rate of pay. Multiple call-outs within a two (2) hour minimum period are not separately compensable. If continuous work hours exceed the two (2) hour minimum, the actual time worked is paid at time and one – half the employees' regular pay. Callback pay is from portal to portal.

Employees must have a minimum of a year of experience as a City of Yuba City Parks Maintenance Worker, and either a current Class B or C California Driver's License, and either

possess a current Certified Pool Operator from the National Swimming Pool Foundation and/or be trained by a Qualified Operator in the operation of the Parks Aerial Truck, and must remain physically able to respond within 45 minutes to the Corporation Yard and refrain from the use of alcohol, medications or substances that may interfere with their ability to effectively respond to any call for service.

### **Article 16 – Animal Control Officers Work Schedules and Related Issues**

This Article applies to Animal Control Officers.

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.
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 work days per workweek (totaling 10 work days in a two-week period.) Hours and days are fixed by schedule but subject to change; or,
  - b. Four 10-hour work days per workweek (totaling 8 work days in a two week period.) Hours and days are fixed by schedule but subject to change.
3. Shift Assignment: The City retains complete discretion to determine the most efficient and cost effective means to manage and deploy its work force. No employee has entitlement to any particular shift assignment for any particular length of time.
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.

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 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.)
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.
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.
8. Vacation Requests:
- a. Vacation requests of forty (40) hours or more must be submitted in writing to 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 insure 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 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 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 17 – Required Certifications**

1. Every employee who is required by the State of California, the City of Yuba City or any governmental agency to obtain and maintain as a condition of employment special certifications, shall have all costs associated with obtaining and maintaining said certifications paid for by the City. Required certifications are listed in the applicable job description.
2. Some certifications are not required, but do result in eligibility for certificate pay, including:
  - a. Employees whose job functions include pesticide application are eligible for certificate pay of \$50.00 per month for possession of Pesticide Application certification.
  - b. Employees whose job functions include pool operations are eligible for certificate pay of \$50.00 per month for possession of Pool Operations certification.
3. Labor Management Committee (LMC) – The City and Local 1 shall form a Labor Management Committee (LMC) for the purpose of exploring certificate pays. Any changes to this MOU shall be by mutual written agreement.

### **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**

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

### 3. Shift Schedules:

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

- a. Ten (10) eight (8) hour work days in a two week period (Hours and days are fixed by schedule, but subject to change.); or,
- b. 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.
- c. Staff assigned to the plants that do not work modified schedule may be eligible to participate in alternative work scheduled as per City policy.
- d. Work schedule for the laboratory technicians are 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)

4. 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.

5. 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.

### 6. 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.

7. 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 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.
8. 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.
9. 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, 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.

#### 10. 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.

#### 11. Reporting and Allocation of Leave Hours:

- a. Water/ 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.

#### 12. Operation Certification:

- a. Certification Requirements to operate the treatment facilities independently:
  1. WTP - Grade III Water Treatment Certificate.
  2. WRP - Grade III Wastewater Certificate.
- b. Certification Support:
  1. 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.
  2. Supervision will assist with and coordinate the completion of forms, applications, etc. required to secure and maintain required certification.
  3. Supervision will maintain personnel/training files for operators to record applications, certifications and documents related to required certification, training and required continuing education.



c. Certificate Testing:

1. 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.
2. 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.
3. 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.

d. Certificate Re-testing:

1. Operators are expected to re-test when successive test dates are scheduled, if they fail to pass a certification test.
2. 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.
3. 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.

e. Certificate Retention Review Classes:

1. Certification review classes attended by operators must be held in the local region, typically within northern California.
2. 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.
3. If review classes require overnight lodging, the City will pay for such lodging and meal expenses in accordance with City policy.
4. Under no circumstance will the City pay an operator overtime to attend review classes.

5. 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.
  6. 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.
  7. 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.
- f. Continuing Education Units: As required by applicable oversight agency, these will be funded by the City.

13. 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.

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**Article 20 – Department of Transportation Commercial Driver License Testing**

The Alcohol and Drug Abuse Policy Implementing the Omnibus Transportation Employee Testing Act attached as Appendix “C” Alcohol and Drug Abuse Policy shall remain in effect. The City shall provide a maximum of seven (7) days paid administrative leave for those employees who test positive and are required to enroll in a program.

**Article 21 – Leave Donation**

The attached Catastrophic Illness & Injury Program Appendix “D” amended June 20, 1998, 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.

## **Article 22 – Counseling Memos**

The attached policy on Counseling Memos (Appendix “E”) shall remain in effect.

## **Article 23 – Substance Abuse Policy**

The Alcohol and Drug Abuse Policy attached as Appendix “C” effective June 27, 1992, (last update: 2006) shall continue.

## **Article 24 – Discipline**

The following language is added to the Rules §1.16, Discipline:

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. Such 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 25 – Reopener**

Wages: Effective April 1, 2022, the parties agree to a reopener to discuss the City’s financial position no later than the end of April in 2022, on the issue of wage 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 2022, unless agreed otherwise. If the parties cannot agree on a wage increase during the reopener, there shall be no salary adjustment, other than those already agreed to by the parties.

## **Article 26 – Term of Agreement**

This agreement shall remain in full force and effect from July 1, 2020, to and including June 30, 2023. The parties acknowledge that the Memorandum of Understanding constitutes the entire agreement on matters addressed herein, all other terms shall remain the same unless expressly changed by agreement between the parties concerning wages, hours, terms and conditions of employment. This agreement may only be changed by written mutual agreement.

\*\*\*SIGNATURES CONTINUED ON NEXT PAGE\*\*\*

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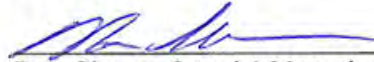
CITY OF YUBA CITY


\_\_\_\_\_  
Dave Vaughn, City Manager

  
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Michael W. Jarvis, Liebert Cassidy Whitmore

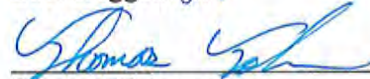
Date: 7/13/21


LOCAL 1

  
\_\_\_\_\_  
Ron Slaven, Local 1 Negotiator Consultant

  
\_\_\_\_\_  
Dave Calonder, President

  
\_\_\_\_\_  
Laci Heggstrom

  
\_\_\_\_\_  
Thomas Fehrman

  
\_\_\_\_\_  
Raphael Mendoza

### Appendix “A” Recognition

Account Clerk	Account Clerk - Intermediate
Account Clerk - Senior	Accounting Technician
Accountant I	Administrative Analyst I
Administrative Assistant	Administrative Clerk I/II/III
Administrative Technician	Animals 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 Civil
Engineering Technician I/II and III	Engineering Technician - GIS
Facility Aide	Field Customer Service Representative I/II
Housing Program Analyst I	Information Systems Technician I/II
Instrumentation Technician I/II/III	Kennel Attendant I/II
Kennel Care Technician-Lead	Laboratory Analyst I/II
Laboratory Assistant	Laboratory Receptionist
Mechanic	Mechanic Lead
Parks Maintenance Worker I/II and III	Planner - Assistant
Plans Examiner	Plant Maintenance Mechanic
Plant Maintenance Mechanic, Senior	Pretreatment Coordinator
Public Works Maintenance Worker I/II and III	Public Works Maintenance Worker - Senior
Recreation Coordinator	Registered Veterinary Technician
Utilities Maintenance Worker I/II	Senior Arborist
Sweeper Operator	Wastewater Collections Maintenance Worker I/II/II
Wastewater Treatment Facility Operator II/III	Wastewater Treatment Plant Facility Trainee/I
Water Distribution Operator I/II/III	Water Treatment Plant Operator II/III/IV
Water Treatment Plant Operator Trainees	



Appendix "B" Salary Schedule

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS								
			1	2	3	4	5	6	7	8	9
4287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,119	6,425	6,746	7,083	7,437	7,811	8,195	8,589	
			35.30	37.07	38.92	40.86	42.91	45.06	47.31	49.66	
								Monthly	Hourly		



Appendix "B" Salary Schedule

JCN CLASSIFICATION

Bargaining Group

SALARY STEPS

1 2 3 4 5 6 7 8 9

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9	Monthly Hourly
5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	3,211 18.53	3,292 18.99	3,372 19.45	3,457 19.94	3,541 20.43	3,630 20.94	3,718 21.45	3,811 21.99	3,904 22.52	Monthly Hourly
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	3,705 21.38	3,798 21.91	3,890 22.44	3,988 23.01	4,085 23.57	4,187 24.16	4,289 24.74	4,396 25.36	4,503 25.98	Monthly Hourly
5185	PW MAINTENANCE WORKER - SENIOR	PEU, Local 1	4,254 24.54	4,361 25.16	4,467 25.77	4,579 26.42	4,690 27.06	4,808 27.74	4,925 28.41	5,048 29.12	5,171 29.84	Monthly Hourly
5080	RECREATION COORDINATOR	PEU, Local 1	2,728 15.74	2,796 16.13	2,864 16.52	2,936 16.94	3,007 17.35	3,082 17.78	3,157 18.21	3,236 18.67	3,315 19.13	Monthly Hourly
5117	REGISTERED VETERINARY TECH	PEU, Local 1	2,999 17.30	3,074 17.73	3,149 18.17	3,228 18.62	3,306 19.07	3,389 19.55	3,471 20.03	3,558 20.53	3,644 21.03	Monthly Hourly
5135	SWEEPER OPERATOR	PEU, Local 1	3,697 21.33	3,790 21.87	3,882 22.40	3,979 22.96	4,076 23.52	4,178 24.10	4,280 24.69	4,387 25.31	4,494 25.93	Monthly Hourly
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	2,930 16.90	3,003 17.33	3,076 17.75	3,153 18.19	3,230 18.63	3,311 19.10	3,391 19.56	3,476 20.05	3,561 20.54	Monthly Hourly
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	3,211 18.53	3,292 18.99	3,372 19.45	3,457 19.94	3,541 20.43	3,630 20.94	3,718 21.45	3,811 21.99	3,904 22.52	Monthly Hourly
5236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	2,830 16.90	3,003 17.33	3,076 17.75	3,153 18.19	3,230 18.63	3,311 19.10	3,391 19.56	3,476 20.05	3,561 20.54	Monthly Hourly
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	4,560 26.31	4,674 26.97	4,788 27.62	4,908 28.32	5,027 29.00	5,153 29.73	5,278 30.45	5,410 31.21	5,542 31.97	Monthly Hourly
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,244 30.25	5,375 31.01	5,506 31.77	5,644 32.56	5,781 33.35	5,926 34.19	6,070 35.02	6,222 35.90	6,374 36.77	Monthly Hourly
5166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	4,572 26.38	4,687 27.04	4,801 27.70	4,921 28.39	5,041 29.08	5,167 29.81	5,293 30.54	5,425 31.30	5,558 32.07	Monthly Hourly
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	5,258 30.33	5,390 31.10	5,521 31.86	5,659 32.65	5,797 33.44	5,942 34.28	6,087 35.12	6,239 35.99	6,391 36.87	Monthly Hourly
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	6,048 34.89	6,199 35.76	6,350 36.63	6,509 37.55	6,667 38.46	6,834 39.43	7,000 40.38	7,175 41.39	7,350 42.40	Monthly Hourly
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	4,626 26.69	4,742 27.36	4,857 28.02	4,979 28.73	5,100 29.42	5,228 30.16	5,355 30.89	5,489 31.67	5,623 32.44	Monthly Hourly
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,320 30.69	5,453 31.46	5,586 32.23	5,726 33.03	5,865 33.84	6,012 34.68	6,158 35.53	6,312 36.42	6,466 37.30	Monthly Hourly



Appendix "B" Salary Schedule

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS										
			1	2	3	4	5	6	7	8	9		
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,119	6,272	6,425	6,586	6,746	6,915	7,083	7,260	7,437	7,437	42.91
			35.30	36.18	37.07	38.00	38.92	39.89	40.86	41.88	41.88	42.91	Hourly
													Monthly

Appendix "B" Salary Schedule

JCN CLASSIFICATION

Bargaining Group 1 2 3 4 5 6 7 8 9

JCN	CLASSIFICATION	1	2	3	4	5	6	7	8	9
4080	RECREATION COORDINATOR	24.54	25.77	27.06	28.41	29.84		Hourly		
		2,728	2,864	3,007	3,157	3,315		Monthly		
		15.74	16.52	17.35	18.21	19.13		Hourly		
4117	REGISTERED VETERINARY TECH	2,999	3,149	3,306	3,471	3,644		Monthly		
		17.30	18.17	19.07	20.03	21.03		Hourly		
4135	SWEEPER OPERATOR	3,697	3,882	4,076	4,280	4,494		Monthly		
		21.33	22.40	23.52	24.69	25.93		Hourly		
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	2,930	3,076	3,230	3,391	3,561		Monthly		
		16.90	17.75	18.63	19.56	20.54		Hourly		
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	3,211	3,372	3,541	3,718	3,904		Monthly		
		18.53	19.45	20.43	21.45	22.52		Hourly		
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	2,930	3,076	3,230	3,391	3,561		Monthly		
		16.90	17.75	18.63	19.56	20.54		Hourly		
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	4,560	4,788	5,027	5,278	5,542		Monthly		
		26.31	27.62	29.00	30.45	31.97		Hourly		
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	5,244	5,506	5,781	6,070	6,374		Monthly		
		30.25	31.77	33.35	35.02	36.77		Hourly		
4166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	4,572	4,801	5,041	5,293	5,558		Monthly		
		26.38	27.70	29.08	30.54	32.07		Hourly		
4235	WASTEWATER TREATMENT FACILITY OP. II	5,258	5,521	5,797	6,087	6,391		Monthly		
		30.33	31.85	33.44	35.12	36.87		Hourly		
4293	WASTEWATER TREATMENT FACILITY OP. III	6,048	6,350	6,667	7,000	7,350		Monthly		
		34.89	36.63	38.46	40.38	42.40		Hourly		
4284	WATER DISTRIBUTION OPERATOR I	4,344	4,561	4,789	5,028	5,280		Monthly		
		25.06	26.31	27.63	29.01	30.46		Hourly		
4286	WATER DISTRIBUTION OPERATOR II	4,995	5,245	5,507	5,782	6,071		Monthly		
		28.82	30.26	31.77	33.36	35.03		Hourly		

Appendix "B" Salary Schedule

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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4287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	5,744	6,031	6,333	6,650	6,983	7,326	7,679	8,042	8,415	8,798	9,191	9,594	10,007	10,430	10,863	11,306	11,759	12,222	12,695	13,178	13,671	14,174	14,687	15,210	15,743	16,286	16,839	17,402	17,975	18,558	19,151	19,754	20,367	20,990	21,623	22,266	22,919	23,582	24,255	24,938	25,631	26,334	27,047	27,770	28,503	29,246	29,999	30,762	31,535	32,318	33,111	33,914	34,727	35,550	36,383	37,226	38,079	38,942	39,815	40,698	41,591	42,494	43,407	44,330	45,263	46,206	47,159	48,122	49,095	50,078	51,071	52,074	53,087	54,110	55,143	56,186	57,239	58,302	59,375	60,458	61,551	62,654	63,767	64,890	66,023	67,166	68,319	69,482	70,655	71,838	73,031	74,234	75,447	76,670	77,903	79,146	80,400	81,663	82,936	84,219	85,512	86,815	88,128	89,451	90,784	92,127	93,480	94,843	96,216	97,599	98,992	100,395	101,808	103,231	104,664	106,107	107,560	109,023	110,496	111,979	113,472	114,975	116,488	118,011	119,544	121,087	122,640	124,203	125,776	127,359	128,952	130,555	132,168	133,791	135,424	137,067	138,720	140,383	142,056	143,739	145,432	147,135	148,848	150,571	152,304	154,047	155,800	157,563	159,336	161,119	162,912	164,715	166,528	168,351	170,184	172,027	173,880	175,743	177,616	179,500	181,393	183,296	185,209	187,132	189,065	191,008	192,961	194,924	196,897	198,880	200,873	202,876	204,889	206,912	208,945	210,988	213,041	215,094	217,157	219,230	221,313	223,406	225,509	227,622	229,745	231,878	234,021	236,174	238,337	240,510	242,693	244,886	247,089	249,302	251,525	253,758	255,991	258,234	260,487	262,750	265,023	267,306	269,599	271,902	274,215	276,538	278,871	281,214	283,567	285,930	288,303	290,686	293,079	295,482	297,895	300,318	302,751	305,194	307,647	310,110	312,583	315,066	317,559	320,062	322,575	325,098	327,631	330,174	332,727	335,290	337,863	340,446	343,039	345,642	348,255	350,878	353,511	356,154	358,807	361,470	364,143	366,826	369,519	372,222	374,935	377,658	380,391	383,134	385,887	388,650	391,423	394,206	396,999	399,802	402,615	405,438	408,271	411,114	413,967	416,830	419,703	422,586	425,479	428,382	431,295	434,218	437,151	440,094	443,047	446,010	448,983	451,966	454,959	457,962	460,975	463,998	467,031	470,074	473,127	476,190	479,263	482,346	485,439	488,542	491,655	494,778	497,911	501,054	504,207	507,370	510,543	513,726	516,919	520,122	523,335	526,558	529,791	533,034	536,287	539,550	542,823	546,106	549,399	552,702	556,015	559,338	562,671	566,014	569,367	572,730	576,103	579,486	582,879	586,282	589,695	593,118	596,551	600,004	603,467	606,940	610,423	613,916	617,419	620,932	624,455	627,988	631,531	635,084	638,647	642,220	645,803	649,396	652,999	656,612	660,235	663,868	667,511	671,164	674,827	678,490	682,163	685,846	689,539	693,242	696,955	700,678	704,411	708,154	711,907	715,670	719,443	723,226	727,019	730,822	734,635	738,458	742,291	746,134	750,007	753,890	757,783	761,686	765,599	769,522	773,455	777,398	781,351	785,314	789,287	793,270	797,263	801,266	805,279	809,292	813,315	817,348	821,391	825,444	829,507	833,580	837,663	841,756	845,859	849,972	854,095	858,228	862,371	866,524	870,687	874,860	879,043	883,236	887,439	891,652	895,875	900,108	904,351	908,604	912,867	917,140	921,423	925,716	930,019	934,332	938,655	942,988	947,331	951,684	956,047	960,420	964,803	969,196	973,600	978,013	982,436	986,869	991,312	995,765	1000,228	1004,701	1009,184	1013,677	1018,180	1022,693	1027,216	1031,749	1036,292	1040,845	1045,408	1049,981	1054,564	1059,157	1063,760	1068,373	1072,996	1077,629	1082,272	1086,925	1091,588	1096,261	1100,944	1105,637	1110,340	1115,053	1119,776	1124,509	1129,252	1134,005	1138,768	1143,541	1148,324	1153,117	1157,920	1162,733	1167,556	1172,389	1177,232	1182,085	1186,948	1191,821	1196,704	1201,597	1206,500	1211,413	1216,336	1221,269	1226,212	1231,165	1236,128	1241,091	1246,064	1251,047	1256,040	1261,043	1266,056	1271,079	1276,112	1281,155	1286,208	1291,271	1296,344	1301,427	1306,520	1311,623	1316,736	1321,859	1326,992	1332,135	1337,288	1342,451	1347,624	1352,807	1357,990	1363,183	1368,386	1373,599	1378,822	1384,055	1389,298	1394,551	1399,814	1405,087	1410,370	1415,663	1420,966	1426,279	1431,592	1436,915	1442,248	1447,591	1452,944	1458,307	1463,680	1469,063	1474,456	1479,859	1485,272	1490,695	1496,128	1501,571	1507,024	1512,487	1517,960	1523,443	1528,936	1534,439	1539,952	1545,475	1551,008	1556,551	1562,104	1567,667	1573,240	1578,823	1584,416	1590,019	1595,632	1601,255	1606,888	1612,531	1618,184	1623,847	1629,520	1635,203	1640,896	1646,600	1652,313	1658,036	1663,769	1669,512	1675,265	1681,028	1686,801	1692,584	1698,377	1704,180	1709,993	1715,816	1721,649	1727,492	1733,345	1739,208	1745,081	1750,964	1756,857	1762,760	1768,673	1774,596	1780,529	1786,472	1792,425	1798,388	1804,361	1810,344	1816,337	1822,340	1828,353	1834,376	1840,409	1846,452	1852,505	1858,568	1864,641	1870,724	1876,817	1882,920	1889,033	1895,156	1901,289	1907,432	1913,585	1919,748	1925,921	1932,104	1938,297	1944,500	1950,713	1956,936	1963,169	1969,412	1975,665	1981,928	1988,201	1994,484	2000,777	2007,080	2013,393	2019,716	2026,049	2032,392	2038,745	2045,108	2051,481	2057,864	2064,257	2070,660	2077,073	2083,496	2089,929	2096,372	2102,825	2109,288	2115,761	2122,244	2128,737	2135,240	2141,753	2148,276	2154,809	2161,352	2167,905	2174,468	2181,041	2187,624	2194,217	2200,820	2207,433	2214,056	2220,689	2227,332	2233,985	2240,648	2247,321	2253,994	2260,677	2267,370	2274,073	2280,786	2287,509	2294,242	2300,985	2307,738	2314,501	2321,274	2328,057	2334,850	2341,653	2348,466	2355,289	2362,122	2368,965	2375,818	2382,681	2389,554	2396,437	2403,330	2410,243	2417,166	2424,099	2431,042	2437,995	2444,958	2451,931	2458,914	2465,907	2472,910	2479,923	2486,946	2493,979	2501,022	2508,075	2515,138	2522,211	2529,294	2536,387	2543,490	2550,603	2557,726	2564,859	2571,992	2579,135	2586,288	2593,451	2600,624	2607,807	2614,990	2622,183	2629,386	2636,599	2643,822	2650,055	2657,298	2664,551	2671,814	2679,087	2686,370	2693,663	2700,966	2708,279	2715,592	2722,915	2730,248	2737,591	2744,944	2752,307	2759,680	2767,063	2774,456	2781,859	2789,272	2796,695	2804,128	2811,571	2819,024	2826,487	2833,960	2841,443	2848,936	2856,439	2863,952	2871,475	2879,008	2886,551	2894,104	2901,667	2909,240	2916,823	2924,416	2932,019	2939,632	2947,255	2954,888	2962,531	2970,184	2977,847	2985,520	2993,203	3000,896	3008,600	3016,313	3024,036	3031,769	3039,512	3047,265	3055,028	3062,801	3070,584	3078,377	3086,180	3094,003	3101,836	3109,679	3117,532	3125,395	3133,268	3141,151	3149,044	3156,947	3164,860	3172,783	3180,716	3188,659	3196,612	3204,575	3212,548	3220,531	3228,524	3236,527	3244,540	3252,563	3260,596	3268,639	3276,692	3284,755	3292,828	3300,911	3308,994	3317,087	3325,190	3333,303	3341,426	3349,559	3357,702	3365,855	3374,018	3382,191	3390,374	3398,567	3406,770	3414,983	3423,206	3431,439	3439,682	3447,935	3456,198	3464,471	3472,754	3481,047	3489,350	3497,663	3505,986	3514,319	3522,662	3531,015	3539,378	3547,751	3556,134	3564,527	3572,930	3581,343	3589,766	3598,199	3606,642	3615,095	3623,558	3632,031	3640,514	3649,007	3657,510	3666,023	3674,546	3683,079	3691,622	3700,175	3708,738	3717,311	3725,894	3734,487	3743,090	3751,703	3760,326	3768,959	3777,602	3786,255	3794,918	3803,591	3812,274	3820,967	3829,670	3838,383	3847,106	3855,839	3864,582	3873,335	3882,098	3890,871	3900,654	3909,447	3918,250	3927,063	3935,886	3944,719	3953,562	3962,415	3971,278	3980,151	3989,034	3997,927	4006,830	4015,743	4024,666	4033,599	4042,542	4051,495	4060,458	4069,431	4078,414	4087,407	4096,410	4105,423	4114,446	4123,479	4132,522	4141,575	4150,638	4159,711	4168,794	4177,887	4186,990	4196,103	4205,226	4214,359	4223,502	4232,655	4241,818	4250,991	4260,174	4269,367	4278,570	4287,783	4296,996	4

Appendix "B" Salary Schedule

JCN CLASSIFICATION

Bargaining Group

SALARY STEPS

	1	2	3	4	5	6	7	8	9	
5120 PUBLIC WORKS MAINTENANCE WORKER II	3,211 18.53	3,292 18.99	3,372 19.45	3,457 19.94	3,541 20.43	3,630 20.94	3,718 21.45	3,811 21.99	3,904 22.52	Monthly Hourly
5150 PUBLIC WORKS MAINTENANCE WORKER III	3,705 21.38	3,798 21.91	3,890 22.44	3,988 23.01	4,085 23.57	4,187 24.16	4,289 24.74	4,396 25.36	4,503 25.98	Monthly Hourly
5185 PW MAINTENANCE WORKER - SENIOR	4,254 24.54	4,361 25.16	4,467 25.77	4,579 26.42	4,690 27.06	4,808 27.74	4,925 28.41	5,048 29.12	5,171 29.84	Monthly Hourly
5080 RECREATION COORDINATOR	2,728 15.74	2,796 16.13	2,864 16.52	2,936 16.94	3,007 17.35	3,082 17.78	3,157 18.21	3,236 18.67	3,315 19.13	Monthly Hourly
5117 REGISTERED VETERINARY TECH	2,999 17.30	3,074 17.73	3,149 18.17	3,228 18.62	3,306 19.07	3,389 19.55	3,471 20.03	3,558 20.53	3,644 21.03	Monthly Hourly
5135 SWEEPER OPERATOR	3,697 21.33	3,790 21.87	3,882 22.40	3,979 22.96	4,076 23.52	4,178 24.10	4,280 24.69	4,387 25.31	4,494 25.93	Monthly Hourly
5058 UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	2,930 16.90	3,003 17.33	3,076 17.75	3,153 18.19	3,230 18.63	3,311 19.10	3,391 19.56	3,476 20.05	3,561 20.54	Monthly Hourly
5118 UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	3,211 18.53	3,292 18.99	3,372 19.45	3,457 19.94	3,541 20.43	3,630 20.94	3,718 21.45	3,811 21.99	3,904 22.52	Monthly Hourly
5236 WASTEWATER COLLECTIONS MAINTENANCE WORKER I	2,930 16.90	3,003 17.33	3,076 17.75	3,153 18.19	3,230 18.63	3,311 19.10	3,391 19.56	3,476 20.05	3,561 20.54	Monthly Hourly
5237 WASTEWATER COLLECTIONS MAINTENANCE WORKER II	4,560 26.31	4,674 26.97	4,788 27.62	4,908 28.32	5,027 29.00	5,153 29.73	5,278 30.45	5,410 31.21	5,542 31.97	Monthly Hourly
5238 WASTEWATER COLLECTIONS MAINTENANCE WORKER III	5,244 30.25	5,375 31.01	5,506 31.77	5,644 32.56	5,781 33.35	5,926 34.19	6,070 35.02	6,222 35.90	6,374 36.77	Monthly Hourly
5166 WASTEWATER TREATMENT FACILITY OP. - TRAINEE/I	4,572 26.38	4,687 27.04	4,801 27.70	4,921 28.39	5,041 29.08	5,167 29.81	5,293 30.54	5,425 31.30	5,558 32.07	Monthly Hourly
5235 WASTEWATER TREATMENT FACILITY OP. - II	5,258 30.33	5,390 31.10	5,521 31.85	5,659 32.65	5,797 33.44	5,942 34.28	6,087 35.12	6,239 35.99	6,391 36.87	Monthly Hourly
5293 WASTEWATER TREATMENT FACILITY OP. - III	6,048 34.89	6,199 35.76	6,350 36.63	6,509 37.55	6,667 38.46	6,834 39.43	7,000 40.38	7,175 41.39	7,350 42.40	Monthly Hourly
5284 WATER DISTRIBUTION OPERATOR I	4,344 25.06	4,453 25.69	4,561 26.31	4,675 26.97	4,789 27.63	4,909 28.32	5,028 29.01	5,154 29.73	5,280 30.46	Monthly Hourly
5286 WATER DISTRIBUTION OPERATOR II	4,995 28.82	5,120 29.54	5,245 30.26	5,376 31.02	5,507 31.77	5,645 32.57	5,782 33.36	5,927 34.19	6,071 35.03	Monthly Hourly



Appendix "B" Salary Schedule

JCN CLASSIFICATION

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									Monthly	Hourly
			1	2	3	4	5	6	7	8	9		
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	5,744	5,888	6,031	6,182	6,333	6,492	6,650	6,816	6,983	6,983	40.28
			33.14	33.97	34.79	35.67	36.54	37.45	38.37	39.32	40.28		

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Appendix "B" Salary Schedule

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS								
			1	2	3	4	5	6	7	8	9
4080	RECREATION COORDINATOR	PEU, Local 1	24.54	25.77	27.06	28.41	29.84	Hourly	3,157	3,315	Monthly
			15.74	16.52	17.35	18.21	19.13	Hourly	3,007	3,157	Monthly
4117	REGISTERED VETERINARY TECH	PEU, Local 1	2,999	3,149	3,306	3,471	3,644	Monthly	17.30	18.17	Hourly
			3,697	3,882	4,076	4,280	4,494	Monthly	19.07	20.03	Hourly
4135	SWEEPER OPERATOR	PEU, Local 1	21.33	22.40	23.52	24.69	25.93	Hourly	20.43	21.45	Hourly
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	2,930	3,076	3,230	3,391	3,561	Monthly	16.90	17.75	Hourly
			3,211	3,372	3,541	3,718	3,904	Monthly	18.53	19.45	Hourly
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	2,930	3,076	3,230	3,391	3,561	Monthly	16.90	17.75	Hourly
			3,211	3,372	3,541	3,718	3,904	Monthly	18.53	19.45	Hourly
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	3,211	3,372	3,541	3,718	3,904	Monthly	18.53	19.45	Hourly
			3,705	3,890	4,085	4,289	4,503	Monthly	21.38	22.44	Hourly
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	3,211	3,372	3,541	3,718	3,904	Monthly	18.53	19.45	Hourly
			4,572	4,801	5,041	5,293	5,558	Monthly	26.38	27.70	Hourly
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	3,705	3,890	4,085	4,289	4,503	Monthly	21.38	22.44	Hourly
			5,258	5,521	5,797	6,087	6,391	Monthly	30.33	31.85	Hourly
4166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	4,572	4,801	5,041	5,293	5,558	Monthly	26.38	27.70	Hourly
			6,048	6,350	6,667	7,000	7,350	Monthly	34.89	36.63	Hourly
4235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	5,258	5,521	5,797	6,087	6,391	Monthly	30.33	31.85	Hourly
			6,048	6,350	6,667	7,000	7,350	Monthly	34.89	36.63	Hourly
4293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	6,048	6,350	6,667	7,000	7,350	Monthly	34.89	36.63	Hourly
			3,516	3,692	3,877	4,071	4,275	Monthly	20.28	21.30	Hourly
4284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	3,516	3,692	3,877	4,071	4,275	Monthly	20.28	21.30	Hourly
			4,045	4,247	4,459	4,682	4,916	Monthly	23.34	24.50	Hourly
4286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	4,045	4,247	4,459	4,682	4,916	Monthly	23.34	24.50	Hourly
			4,459	4,682	4,916	5,154	5,403	Monthly	25.73	27.01	Hourly

Appendix "B" Salary Schedule

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9
4287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	4,652	4,885	5,129	5,385	5,654		Monthly		
			26.84	28.18	29.59	31.07	32.62		Hourly		

Appendix "B" Salary Schedule

JCN CLASSIFICATION

Bargaining Group

SALARY STEPS

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JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9	Monthly Hourly
5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	3,211	3,292	3,372	3,457	3,541	3,630	3,718	3,811	3,904	Monthly Hourly
			18.53	18.99	19.45	19.94	20.43	20.94	21.45	21.99	22.52	
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	3,705	3,798	3,890	3,988	4,085	4,187	4,289	4,396	4,503	Monthly Hourly
			21.38	21.91	22.44	23.01	23.57	24.16	24.74	25.36	25.98	
5185	PW MAINTENANCE WORKER - SENIOR	PEU, Local 1	4,254	4,361	4,467	4,579	4,690	4,808	4,925	5,048	5,171	Monthly Hourly
			24.54	25.16	25.77	26.42	27.06	27.74	28.41	29.12	29.84	
5080	RECREATION COORDINATOR	PEU, Local 1	2,728	2,796	2,864	2,936	3,007	3,082	3,157	3,236	3,315	Monthly Hourly
			15.74	16.13	16.52	16.94	17.35	17.78	18.21	18.67	19.13	
5117	REGISTERED VETERINARY TECH	PEU, Local 1	2,999	3,074	3,149	3,228	3,306	3,389	3,471	3,558	3,644	Monthly Hourly
			17.30	17.73	18.17	18.62	19.07	19.55	20.03	20.53	21.03	
5135	SWEEPER OPERATOR	PEU, Local 1	3,697	3,790	3,882	3,979	4,076	4,178	4,280	4,387	4,494	Monthly Hourly
			21.33	21.87	22.40	22.96	23.52	24.10	24.69	25.31	25.93	
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	2,930	3,003	3,076	3,153	3,230	3,311	3,391	3,476	3,561	Monthly Hourly
			16.90	17.33	17.75	18.19	18.63	19.10	19.56	20.05	20.54	
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	3,211	3,292	3,372	3,457	3,541	3,630	3,718	3,811	3,904	Monthly Hourly
			18.53	18.99	19.45	19.94	20.43	20.94	21.45	21.99	22.52	
5236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	2,930	3,003	3,076	3,153	3,230	3,311	3,391	3,476	3,561	Monthly Hourly
		0	16.90	17.33	17.75	18.19	18.63	19.10	19.56	20.05	20.54	
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	3,211	3,292	3,372	3,457	3,541	3,630	3,718	3,811	3,904	Monthly Hourly
		0	18.53	18.99	19.45	19.94	20.43	20.94	21.45	21.99	22.52	
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	3,705	3,798	3,890	3,988	4,085	4,187	4,289	4,396	4,503	Monthly Hourly
			21.38	21.91	22.44	23.01	23.57	24.16	24.74	25.36	25.98	
5166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	4,572	4,687	4,801	4,921	5,041	5,167	5,293	5,425	5,558	Monthly Hourly
			26.38	27.04	27.70	28.39	29.08	29.81	30.54	31.30	32.07	
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	5,258	5,390	5,521	5,659	5,797	5,942	6,087	6,239	6,391	Monthly Hourly
			30.33	31.10	31.85	32.65	33.44	34.28	35.12	35.99	36.87	
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	6,048	6,199	6,350	6,509	6,667	6,834	7,000	7,175	7,350	Monthly Hourly
			34.89	35.76	36.63	37.55	38.46	39.43	40.38	41.39	42.40	
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	3,516	3,604	3,692	3,785	3,877	3,974	4,071	4,173	4,275	Monthly Hourly
		0	20.28	20.79	21.30	21.84	22.37	22.93	23.49	24.08	24.66	
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	4,045	4,146	4,247	4,353	4,459	4,571	4,682	4,799	4,916	Monthly Hourly
		0	23.34	23.92	24.50	25.11	25.73	26.37	27.01	27.69	28.36	



Appendix "B" Salary Schedule

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									Monthly	Hourly
			1	2	3	4	5	6	7	8	9		
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	4,652	4,769	4,885	5,007	5,129	5,257	5,385	5,519	5,654	5,654	32.62
		0	26.84	27.51	28.18	28.89	29.59	30.33	31.07	31.84	32.62		

## **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 of the City to have a work force that is free from the influence of alcohol and controlled substances.

#### **A. Applicability**

This policy applies to all 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

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## **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.
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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.

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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.
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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.

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3. The incident report is made and signed by both the supervisor and a witness.
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#### 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.

## 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



## **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.

## 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														

## Appendix "G" 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: \_\_\_\_\_



# ATTACHMENT 4

**CITY OF YUBA CITY**  
**SALARY SCHEDULE AND GENERAL COMPENSATION PLAN**  
**EFFECTIVE JULY 31, 2021**

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS								
			1	2	3	4	5	6	7	8	9
4101	ACCOUNTANT I	PEU, Local 1	4,589	4,818	5,059	5,312	5,578				Monthly
			26.48	27.80	29.19	30.65	32.18				Hourly
4052	ACCOUNT CLERK	PEU, Local 1	2,969	3,117	3,273	3,437	3,609				Monthly
			17.13	17.98	18.88	19.83	20.82				Hourly
4100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,424	3,595	3,775	3,964	4,162				Monthly
			19.75	20.74	21.78	22.87	24.01				Hourly
4162	ACCOUNT CLERK-SENIOR	PEU, Local 1	3,941	4,138	4,345	4,562	4,790				Monthly
			22.74	23.87	25.07	26.32	27.63				Hourly
4015	ACCOUNTING TECHNICIAN	PEU, Local 1	3,991	4,191	4,401	4,621	4,852				Monthly
			23.03	24.18	25.39	26.66	27.99				Hourly
4244	ADMINISTRATIVE ANALYST I	PEU, Local 1	4,314	4,530	4,757	4,995	5,244				Monthly
			24.89	26.13	27.44	28.82	30.26				Hourly
4020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	3,805	3,995	4,195	4,405	4,625				Monthly
			21.95	23.05	24.20	25.41	26.69				Hourly
4040	ADMINISTRATIVE CLERK I	PEU, Local 1	2,530	2,657	2,790	2,929	3,075				Monthly
			14.60	15.33	16.10	16.90	17.74				Hourly
4060	ADMINISTRATIVE CLERK II	PEU, Local 1	2,784	2,923	3,069	3,222	3,383				Monthly
			16.06	16.86	17.71	18.59	19.52				Hourly
4085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,204	3,364	3,532	3,709	3,895				Monthly
			18.48	19.41	20.38	21.40	22.47				Hourly
4025	ADMINISTRATIVE TECHNICIAN	PEU, Local 1	3,498	3,673	3,857	4,050	4,253				Monthly
			20.18	21.19	22.25	23.37	24.54				Hourly

4090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,002 17.32	3,152 18.18	3,310 19.10	3,476 20.05	3,649 21.05	Monthly Hourly
4095	ANIMAL SERVICES OFFICER II	PEU, Local 1	3,291 18.99	3,456 19.94	3,629 20.94	3,810 21.98	4,000 23.08	Monthly Hourly
4155	ARBORIST, SENIOR	PEU, Local 1	3,822 22.05	4,013 23.15	4,214 24.31	4,425 25.53	4,646 26.80	Monthly Hourly
4270	BUILDING INSPECTOR I	PEU, Local 1	4,258 24.57	4,471 25.79	4,695 27.09	4,930 28.44	5,176 29.86	Monthly Hourly
4292	BUILDING INSPECTOR II	PEU, Local 1	4,686 27.03	4,920 28.38	5,166 29.80	5,424 31.29	5,696 32.86	Monthly Hourly
4062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	3,390 19.56	3,559 20.53	3,737 21.56	3,924 22.64	4,120 23.77	Monthly Hourly
4121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	3,706 21.38	3,891 22.45	4,086 23.57	4,290 24.75	4,504 25.99	Monthly Hourly
4285	CODE ENFORCEMENT OFFICER	PEU, Local 1	4,579 26.42	4,808 27.74	5,048 29.12	5,300 30.58	5,565 32.11	Monthly Hourly
4115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	3,544 20.45	3,721 21.47	3,907 22.54	4,102 23.67	4,307 24.85	Monthly Hourly
4144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	3,896 22.48	4,091 23.60	4,296 24.78	4,511 26.03	4,736 27.32	Monthly Hourly
4243	CONSTRUCTION INSPECTOR	PEU, Local 1	4,420 25.50	4,641 26.78	4,873 28.11	5,117 29.52	5,373 31.00	Monthly Hourly
4050	CUSTODIAN I	PEU, Local 1	2,668 15.39	2,801 16.16	2,941 16.97	3,088 17.82	3,243 18.71	Monthly Hourly
4082	CUSTODIAN II	PEU, Local 1	3,075 17.74	3,229 18.63	3,390 19.56	3,559 20.53	3,737 21.56	Monthly Hourly
4030	CUSTOMER SERVICES REP I	PEU, Local 1	2,909 16.78	3,054 17.62	3,207 18.50	3,367 19.43	3,536 20.40	Monthly Hourly

4070	CUSTOMER SERVICES REP II	PEU, Local 1	3,188	3,347	3,514	3,690	3,874	Monthly
			18.39	19.31	20.27	21.29	22.35	Hourly
4161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	3,650	3,833	4,025	4,226	4,437	Monthly
			21.06	22.11	23.22	24.38	25.60	Hourly
4170	ELECTRICAL TECHNICIAN I	PEU, Local 1	4,766	5,004	5,254	5,517	5,793	Monthly
			27.50	28.87	30.31	31.83	33.42	Hourly
4265	ELECTRICAL TECHNICIAN II	PEU, Local 1	5,481	5,755	6,043	6,345	6,662	Monthly
			31.62	33.20	34.86	36.61	38.44	Hourly
4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	6,304	6,619	6,950	7,297	7,662	Monthly
			36.37	38.19	40.10	42.10	44.20	Hourly
4300	ENGINEER - ASSISTANT CIVIL	PEU, Local 1	5,616	5,897	6,192	6,502	6,827	Monthly
			32.40	34.02	35.72	37.51	39.39	Hourly
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	3,803	3,993	4,193	4,403	4,623	Monthly
			21.94	23.04	24.19	25.40	26.67	Hourly
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	4,111	4,317	4,533	4,760	4,998	Monthly
			23.72	24.91	26.15	27.46	28.83	Hourly
4295	ENGINEERING TECHNICIAN III	PEU, Local 1	4,735	4,972	5,221	5,482	5,756	Monthly
			27.32	28.68	30.12	31.63	33.21	Hourly
4160	ENGINEERING TECHNICIAN GIS	PEU, Local 1	4,111	4,317	4,533	4,760	4,998	Monthly
			23.72	24.91	26.15	27.46	28.83	Hourly
4031	FACILITY AIDE	PEU, Local 1	2,535	2,662	2,795	2,935	3,082	Monthly
			14.63	15.36	16.13	16.93	17.78	Hourly
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	2,961	3,109	3,264	3,427	3,599	Monthly
			17.08	17.94	18.83	19.77	20.76	Hourly
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,245	3,407	3,577	3,756	3,943	Monthly
			18.72	19.66	20.64	21.67	22.75	Hourly



4028	HOUSING PROGRAMS ANALYST I	PEU, Local 1	4,440	4,662	4,895	5,140	5,396	Monthly
			25.62	26.90	28.24	29.65	31.13	Hourly
4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	4,599	4,829	5,070	5,324	5,590	Monthly
			26.53	27.86	29.25	30.72	32.25	Hourly
4260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,059	5,312	5,578	5,857	6,150	Monthly
			29.19	30.65	32.18	33.79	35.48	Hourly
4281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	4,767	5,005	5,255	5,518	5,794	Monthly
			27.50	28.88	30.32	31.83	33.43	Hourly
4282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	5,481	5,755	6,043	6,345	6,662	Monthly
			31.62	33.20	34.86	36.61	38.44	Hourly
4283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	6,304	6,619	6,950	7,297	7,661	Monthly
			36.37	38.19	40.10	42.10	44.20	Hourly
4110	KENNEL ATTENDANT I	PEU, Local 1	2,512	2,638	2,770	2,908	3,053	Monthly
			14.49	15.22	15.98	16.78	17.62	Hourly
4111	KENNEL ATTENDANT II	PEU, Local 1	2,790	2,930	3,077	3,231	3,393	Monthly
			16.10	16.90	17.75	18.64	19.57	Hourly
4112	KENNEL CARE TECHNICIAN - LEAD	PEU, Local 1	3,075	3,229	3,390	3,559	3,737	Monthly
			17.74	18.63	19.56	20.53	21.56	Hourly
4045	LABORATORY RECEPTIONIST	PEU, Local 1	2,530	2,657	2,790	2,929	3,075	Monthly
			14.60	15.33	16.10	16.90	17.74	Hourly
4530	LABORATORY ANALYST I	PEU, Local 1	4,308	4,523	4,749	4,986	5,235	Monthly
			24.85	26.09	27.40	28.77	30.20	Hourly
4581	LABORATORY ANALYST II	PEU, Local 1	4,738	4,975	5,224	5,485	5,759	Monthly
			27.33	28.70	30.14	31.64	33.22	Hourly
4064	LABORATORY ASSISTANT	PEU, Local 1	3,590	3,769	3,957	4,155	4,363	Monthly
			20.71	21.74	22.83	23.97	25.17	Hourly
4220	MECHANIC	PEU, Local 1	4,272	4,486	4,710	4,945	5,193	Monthly
			24.65	25.88	27.17	28.53	29.96	Hourly

4225	MECHANIC-LEAD	PEU, Local 1	4,915 28.36	5,161 29.78	5,419 31.26	5,690 32.83	5,974 34.47	Monthly Hourly
4065	PARK MAINTENANCE WORKER I (a)	PEU, Local 1	3,032 17.49	- -	- -	- -	- -	Monthly Hourly
4063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.26	Monthly Hourly
4122	PARK MAINTENANCE WORKER II	PEU, Local 1	3,324 19.18	3,490 20.13	3,665 21.14	3,848 22.20	4,041 23.31	Monthly Hourly
4200	PARK MAINTENANCE WORKER III	PEU, Local 1	3,822 22.05	4,013 23.15	4,214 24.31	4,425 25.53	4,646 26.80	Monthly Hourly
4245	PLANNER-ASSISTANT	PEU, Local 1	4,660 26.88	4,893 28.23	5,138 29.64	5,395 31.13	5,665 32.68	Monthly Hourly
4255	PLANS EXAMINER	PEU, Local 1	4,686 27.03	4,920 28.38	5,166 29.80	5,424 31.29	5,696 32.86	Monthly Hourly
4140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	4,719 27.23	4,955 28.59	5,203 30.02	5,463 31.52	5,736 33.09	Monthly Hourly
4221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	5,427 31.31	5,698 32.87	5,983 34.52	6,282 36.24	6,596 38.05	Monthly Hourly
4320	PRETREATMENT COORDINATOR	PEU, Local 1	5,197 29.98	5,457 31.48	5,730 33.06	6,017 34.71	6,318 36.45	Monthly Hourly
4061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.26	Monthly Hourly
4120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	3,324 19.18	3,490 20.13	3,665 21.14	3,848 22.20	4,041 23.31	Monthly Hourly
4150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	3,835 22.13	4,027 23.23	4,228 24.39	4,439 25.61	4,661 26.89	Monthly Hourly
4185	PW MAINTENANCE WORKER - SENIOR	PEU, Local 1	4,403 25.40	4,623 26.67	4,854 28.00	5,097 29.41	5,352 30.88	Monthly Hourly

4080	RECREATION COORDINATOR	PEU, Local 1	2,823 16.29	2,964 17.10	3,112 17.95	3,268 18.85	3,431 19.79	Monthly Hourly
4117	REGISTERED VETERINARY TECH	PEU, Local 1	3,103 17.90	3,258 18.80	3,421 19.74	3,592 20.72	3,772 21.76	Monthly Hourly
4135	SWEEPER OPERATOR	PEU, Local 1	3,827 22.08	4,018 23.18	4,219 24.34	4,430 25.56	4,651 26.83	Monthly Hourly
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.26	Monthly Hourly
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	3,324 19.18	3,490 20.13	3,665 21.14	3,848 22.20	4,041 23.31	Monthly Hourly
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.26	Monthly Hourly
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	4,719 27.23	4,955 28.59	5,203 30.02	5,463 31.52	5,736 33.09	Monthly Hourly
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,427 31.31	5,698 32.87	5,983 34.52	6,282 36.24	6,596 38.05	Monthly Hourly
4166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	4,733 27.31	4,970 28.67	5,218 30.10	5,479 31.61	5,753 33.19	Monthly Hourly
4235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	5,442 31.40	5,714 32.97	6,000 34.62	6,300 36.35	6,615 38.16	Monthly Hourly
4293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	6,258 36.10	6,571 37.91	6,900 39.81	7,245 41.80	7,607 43.89	Monthly Hourly
4284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	4,344 25.06	4,561 26.31	4,789 27.63	5,028 29.01	5,280 30.46	Monthly Hourly
4286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	4,995 28.82	5,245 30.26	5,507 31.77	5,782 33.36	6,071 35.03	Monthly Hourly
4287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	5,744 33.14	6,031 34.79	6,333 36.54	6,650 38.37	6,983 40.28	Monthly Hourly

4131	WATER TREATMENT PLANT OPER. TRAINEE	PEU, Local 1	4,115 23.74	4,321 24.93	4,537 26.18	4,764 27.48	5,002 28.86	Monthly Hourly
4180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	4,733 27.31	4,970 28.67	5,218 30.10	5,479 31.61	5,753 33.19	Monthly Hourly
4230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	5,442 31.40	5,714 32.97	6,000 34.62	6,300 36.35	6,615 38.16	Monthly Hourly
4291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	6,258 36.10	6,571 37.91	6,900 39.81	7,245 41.80	7,607 43.89	Monthly Hourly

**Pensionable Compensation for New Members (PEPRA)**

A shift differential of 5% of base pay shall be paid to those operators who are assigned to work from 7:00pm to 7:00am. Operators who utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

**Certification Pay:**

Employees whose job functions include pesticide application are eligible for certificate pay of \$50.00 per month for possession of a Pesticide Application certification. Employees whose job functions include pool operations are eligible for certificate pay of \$50.00 per month for possession of Pool Operations certification.

Maintenance workers in the Water Distribution Division that do not meet minimum qualifications for the Water Distribution Operator classification, shall remain in the maintenance worker classification and continue to receive certification pay as follows:

D-1: \$50 per month

D-2: 2.5% of salary per month

D-3: 2.5% of salary per month (cumulative = 5%)

D-4: 2.5% of salary per month (cumulative = 7.5%)

Total amount of certification pay cannot exceed 10% of the employees' salary (including bilingual pay)

Non-Water Employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

Local 1 employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

**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

PS - Police Sergeant

**CITY OF YUBA CITY  
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN  
EFFECTIVE JULY 31, 2021**

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5101	ACCOUNTANT I	PEU, Local 1	4,589	4,704	4,818	4,939	5,059	5,186	5,312	5,445	5,578	Monthly
			26.48	27.14	27.80	28.49	29.19	29.92	30.65	31.41	32.18	Hourly
5052	ACCOUNT CLERK	PEU, Local 1	2,969	3,043	3,117	3,195	3,273	3,355	3,437	3,523	3,609	Monthly
			17.13	17.56	17.98	18.43	18.88	19.36	19.83	20.33	20.82	Hourly
5100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,424	3,510	3,595	3,685	3,775	3,870	3,964	4,063	4,162	Monthly
			19.75	20.25	20.74	21.26	21.78	22.33	22.87	23.44	24.01	Hourly
5162	ACCOUNT CLERK-SENIOR	PEU, Local 1	3,941	4,040	4,138	4,242	4,345	4,454	4,562	4,676	4,790	Monthly
			22.74	23.31	23.87	24.47	25.07	25.70	26.32	26.98	27.63	Hourly
5015	ACCOUNTING TECHNICIAN	PEU, Local 1	3,991	4,091	4,191	4,296	4,401	4,511	4,621	4,737	4,852	Monthly
			23.03	23.60	24.18	24.78	25.39	26.03	26.66	27.33	27.99	Hourly
5244	ADMINISTRATIVE ANALYST I	PEU, Local 1	4,314	4,422	4,530	4,644	4,757	4,876	4,995	5,120	5,244	Monthly
			24.89	25.51	26.13	26.79	27.44	28.13	28.82	29.54	30.26	Hourly
5020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	3,805	3,900	3,995	4,095	4,195	4,300	4,405	4,515	4,625	Monthly
			21.95	22.50	23.05	23.63	24.20	24.81	25.41	26.05	26.69	Hourly
5040	ADMINISTRATIVE CLERK I	PEU, Local 1	2,530	2,594	2,657	2,724	2,790	2,860	2,929	3,002	3,075	Monthly
			14.60	14.97	15.33	15.72	16.10	16.50	16.90	17.32	17.74	Hourly
5060	ADMINISTRATIVE CLERK II	PEU, Local 1	2,784	2,854	2,923	2,996	3,069	3,146	3,222	3,303	3,383	Monthly
			16.06	16.47	16.86	17.28	17.71	18.15	18.59	19.06	19.52	Hourly
5085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,204	3,284	3,364	3,448	3,532	3,621	3,709	3,802	3,895	Monthly
			18.48	18.95	19.41	19.89	20.38	20.89	21.40	21.93	22.47	Hourly
5025	ADMINISTRATIVE TECHNICIAN	PEU, Local 1	3,498	3,586	3,673	3,765	3,857	3,954	4,050	4,151	4,253	Monthly
			20.18	20.69	21.19	21.72	22.25	22.81	23.37	23.95	24.54	Hourly
5090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,002	3,077	3,152	3,231	3,310	3,393	3,476	3,563	3,649	Monthly
			17.32	17.75	18.18	18.64	19.10	19.58	20.05	20.56	21.05	Hourly
5095	ANIMAL SERVICES OFFICER II	PEU, Local 1	3,291	3,374	3,456	3,543	3,629	3,720	3,810	3,905	4,000	Monthly
			18.99	19.47	19.94	20.44	20.94	21.46	21.98	22.53	23.08	Hourly

5155	ARBORIST, SENIOR	PEU, Local 1	3,822	3,918	4,013	4,114	4,214	4,320	4,425	4,536	4,646	Monthly
			22.05	22.60	23.15	23.73	24.31	24.92	25.53	26.17	26.80	Hourly
5270	BUILDING INSPECTOR I	PEU, Local 1	4,258	4,365	4,471	4,583	4,695	4,813	4,930	5,053	5,176	Monthly
			24.57	25.18	25.79	26.44	27.09	27.77	28.44	29.15	29.86	Hourly
5292	BUILDING INSPECTOR II	PEU, Local 1	4,686	4,803	4,920	5,043	5,166	5,295	5,424	5,560	5,696	Monthly
			27.03	27.71	28.38	29.09	29.80	30.55	31.29	32.08	32.86	Hourly
5062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	3,390	3,475	3,559	3,648	3,737	3,831	3,924	4,022	4,120	Monthly
			19.56	20.05	20.53	21.05	21.56	22.10	22.64	23.20	23.77	Hourly
5121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	3,706	3,799	3,891	3,989	4,086	4,188	4,290	4,397	4,504	Monthly
			21.38	21.92	22.45	23.01	23.57	24.16	24.75	25.37	25.99	Hourly
5285	CODE ENFORCEMENT OFFICER	PEU, Local 1	4,579	4,694	4,808	4,928	5,048	5,174	5,300	5,433	5,565	Monthly
			26.42	27.08	27.74	28.43	29.12	29.85	30.58	31.34	32.11	Hourly
5115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	3,544	3,633	3,721	3,814	3,907	4,005	4,102	4,204	4,307	Monthly
			20.45	20.96	21.47	22.00	22.54	23.11	23.67	24.25	24.85	Hourly
5144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	3,896	3,994	4,091	4,194	4,296	4,404	4,511	4,624	4,736	Monthly
			22.48	23.04	23.60	24.20	24.78	25.41	26.03	26.68	27.32	Hourly
5243	CONSTRUCTION INSPECTOR	PEU, Local 1	4,420	4,531	4,641	4,757	4,873	4,995	5,117	5,245	5,373	Monthly
			25.50	26.14	26.78	27.44	28.11	28.82	29.52	30.26	31.00	Hourly
5050	CUSTODIAN I	PEU, Local 1	2,668	2,735	2,801	2,871	2,941	3,015	3,088	3,165	3,243	Monthly
			15.39	15.78	16.16	16.56	16.97	17.39	17.82	18.26	18.71	Hourly
5082	CUSTODIAN II	PEU, Local 1	3,075	3,152	3,229	3,310	3,390	3,475	3,559	3,648	3,737	Monthly
			17.74	18.18	18.63	19.10	19.56	20.05	20.53	21.05	21.56	Hourly
5030	CUSTOMER SERVICES REP I	PEU, Local 1	2,909	2,982	3,054	3,131	3,207	3,287	3,367	3,451	3,536	Monthly
			16.78	17.20	17.62	18.06	18.50	18.96	19.43	19.91	20.40	Hourly
5070	CUSTOMER SERVICES REP II	PEU, Local 1	3,188	3,268	3,347	3,431	3,514	3,602	3,690	3,782	3,874	Monthly
			18.39	18.85	19.31	19.79	20.27	20.78	21.29	21.82	22.35	Hourly
5161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	3,650	3,742	3,833	3,929	4,025	4,126	4,226	4,332	4,437	Monthly
			21.06	21.59	22.11	22.67	23.22	23.80	24.38	24.99	25.60	Hourly
5170	ELECTRICAL TECHNICIAN I	PEU, Local 1	4,766	4,885	5,004	5,129	5,254	5,386	5,517	5,655	5,793	Monthly
			27.50	28.18	28.87	29.59	30.31	31.07	31.83	32.63	33.42	Hourly
5265	ELECTRICAL TECHNICIAN II	PEU, Local 1	5,481	5,618	5,755	5,899	6,043	6,194	6,345	6,504	6,662	Monthly
			31.62	32.41	33.20	34.03	34.86	35.73	36.61	37.52	38.44	Hourly
5280	ELECTRICAL TECHNICIAN III	PEU, Local 1	6,304	6,462	6,619	6,785	6,950	7,124	7,297	7,479	7,662	Monthly
			36.37	37.28	38.19	39.14	40.10	41.10	42.10	43.15	44.20	Hourly

5300	ENGINEER - ASSISTANT CIVIL	PEU, Local 1	5,616	5,757	5,897	6,045	6,192	6,347	6,502	6,664	6,827	Monthly
			32.40	33.21	34.02	34.88	35.72	36.62	37.51	38.45	39.39	Hourly
5215	ENGINEERING TECHNICIAN I	PEU, Local 1	3,803	3,898	3,993	4,093	4,193	4,298	4,403	4,513	4,623	Monthly
			21.94	22.49	23.04	23.61	24.19	24.80	25.40	26.04	26.67	Hourly
5250	ENGINEERING TECHNICIAN II	PEU, Local 1	4,111	4,214	4,317	4,425	4,533	4,647	4,760	4,879	4,998	Monthly
			23.72	24.31	24.91	25.53	26.15	26.81	27.46	28.15	28.83	Hourly
5295	ENGINEERING TECHNICIAN III	PEU, Local 1	4,735	4,854	4,972	5,097	5,221	5,352	5,482	5,619	5,756	Monthly
			27.32	28.00	28.68	29.41	30.12	30.88	31.63	32.42	33.21	Hourly
5160	ENGINEERING TECHNICIAN GIS	PEU, Local 1	4,111	4,214	4,317	4,425	4,533	4,647	4,760	4,879	4,998	Monthly
			23.72	24.31	24.91	25.53	26.15	26.81	27.46	28.15	28.83	Hourly
5031	FACILITY AIDE	PEU, Local 1	2,535	2,599	2,662	2,729	2,795	2,865	2,935	3,009	3,082	Monthly
			14.63	14.99	15.36	15.74	16.13	16.53	16.93	17.36	17.78	Hourly
5036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	2,961	3,035	3,109	3,187	3,264	3,346	3,427	3,513	3,599	Monthly
			17.08	17.51	17.94	18.39	18.83	19.30	19.77	20.27	20.76	Hourly
5083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,245	3,326	3,407	3,492	3,577	3,667	3,756	3,850	3,943	Monthly
			18.72	19.19	19.66	20.15	20.64	21.16	21.67	22.21	22.75	Hourly
5028	HOUSING PROGRAMS ANALYST I	PEU, Local 1	4,440	4,551	4,662	4,779	4,895	5,018	5,140	5,268	5,396	Monthly
			25.62	26.26	26.90	27.57	28.24	28.95	29.65	30.39	31.13	Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	4,599	4,714	4,829	4,950	5,070	5,197	5,324	5,457	5,590	Monthly
			26.53	27.20	27.86	28.56	29.25	29.98	30.72	31.48	32.25	Hourly
5260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,059	5,186	5,312	5,445	5,578	5,718	5,857	6,003	6,150	Monthly
			29.19	29.92	30.65	31.41	32.18	32.99	33.79	34.63	35.48	Hourly
5281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	4,767	4,886	5,005	5,130	5,255	5,387	5,518	5,656	5,794	Monthly
			27.50	28.19	28.88	29.60	30.32	31.08	31.83	32.63	33.43	Hourly
5282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	5,481	5,618	5,755	5,899	6,043	6,194	6,345	6,504	6,662	Monthly
			31.62	32.41	33.20	34.03	34.86	35.73	36.61	37.52	38.44	Hourly
5283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	6,304	6,462	6,619	6,785	6,950	7,124	7,297	7,479	7,661	Monthly
			36.37	37.28	38.19	39.14	40.10	41.10	42.10	43.15	44.20	Hourly
5110	KENNEL ATTENDANT I	PEU, Local 1	2,512	2,575	2,638	2,704	2,770	2,839	2,908	2,981	3,053	Monthly
			14.49	14.86	15.22	15.60	15.98	16.38	16.78	17.20	17.62	Hourly
5111	KENNEL ATTENDANT II	PEU, Local 1	2,790	2,860	2,930	3,004	3,077	3,154	3,231	3,312	3,393	Monthly
			16.10	16.50	16.90	17.33	17.75	18.20	18.64	19.11	19.57	Hourly

5112	KENNEL CARE TECHNICIAN - LEAD	PEU, Local 1	3,075	3,152	3,229	3,310	3,390	3,475	3,559	3,648	3,737	Monthly
			17.74	18.18	18.63	19.10	19.56	20.05	20.53	21.05	21.56	Hourly
5045	LABORATORY RECEPTIONIST	PEU, Local 1	2,530	2,594	2,657	2,724	2,790	2,860	2,929	3,002	3,075	Monthly
			14.60	14.97	15.33	15.72	16.10	16.50	16.90	17.32	17.74	Hourly
5530	LABORATORY ANALYST I	PEU, Local 1	4,308	4,416	4,523	4,636	4,749	4,868	4,986	5,111	5,235	Monthly
			24.85	25.48	26.09	26.75	27.40	28.08	28.77	29.49	30.20	Hourly
5581	LABORATORY ANALYST II	PEU, Local 1	4,738	4,857	4,975	5,100	5,224	5,355	5,485	5,622	5,759	Monthly
			27.33	28.02	28.70	29.42	30.14	30.89	31.64	32.43	33.22	Hourly
5064	LABORATORY ASSISTANT	PEU, Local 1	3,590	3,680	3,769	3,863	3,957	4,056	4,155	4,259	4,363	Monthly
			20.71	21.23	21.74	22.29	22.83	23.40	23.97	24.57	25.17	Hourly
5220	MECHANIC	PEU, Local 1	4,272	4,379	4,486	4,598	4,710	4,828	4,945	5,069	5,193	Monthly
			24.65	25.26	25.88	26.53	27.17	27.85	28.53	29.24	29.96	Hourly
5225	MECHANIC-LEAD	PEU, Local 1	4,915	5,038	5,161	5,290	5,419	5,555	5,690	5,832	5,974	Monthly
			28.36	29.07	29.78	30.52	31.26	32.05	32.83	33.65	34.47	Hourly
5065	PARK MAINTENANCE WORKER I (a)	PEU, Local 1	3,032	-	-	-	-	-	-	-	-	Monthly
			17.49	-	-	-	-	-	-	-	-	Hourly
5063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,032	3,108	3,184	3,264	3,343	3,427	3,510	3,598	3,686	Monthly
			17.49	17.93	18.37	18.83	19.29	19.77	20.25	20.76	21.26	Hourly
5122	PARK MAINTENANCE WORKER II	PEU, Local 1	3,324	3,407	3,490	3,578	3,665	3,757	3,848	3,944	4,041	Monthly
			19.18	19.66	20.13	20.64	21.14	21.68	22.20	22.75	23.31	Hourly
5200	PARK MAINTENANCE WORKER III	PEU, Local 1	3,822	3,918	4,013	4,114	4,214	4,320	4,425	4,536	4,646	Monthly
			22.05	22.60	23.15	23.73	24.31	24.92	25.53	26.17	26.80	Hourly
5245	PLANNER-ASSISTANT	PEU, Local 1	4,660	4,777	4,893	5,016	5,138	5,267	5,395	5,530	5,665	Monthly
			26.88	27.56	28.23	28.94	29.64	30.39	31.13	31.90	32.68	Hourly
5255	PLANS EXAMINER	PEU, Local 1	4,686	4,803	4,920	5,043	5,166	5,295	5,424	5,560	5,696	Monthly
			27.03	27.71	28.38	29.09	29.80	30.55	31.29	32.08	32.86	Hourly
5140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	4,719	4,837	4,955	5,079	5,203	5,333	5,463	5,599	5,736	Monthly
			27.23	27.91	28.59	29.30	30.02	30.77	31.52	32.30	33.09	Hourly
5221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	5,427	5,563	5,698	5,841	5,983	6,133	6,282	6,439	6,596	Monthly
			31.31	32.09	32.87	33.70	34.52	35.38	36.24	37.15	38.05	Hourly
5320	PRETREATMENT COORDINATOR	PEU, Local 1	5,197	5,327	5,457	5,594	5,730	5,874	6,017	6,167	6,318	Monthly
			29.98	30.73	31.48	32.27	33.06	33.89	34.71	35.58	36.45	Hourly
5061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,032	3,108	3,184	3,264	3,343	3,427	3,510	3,598	3,686	Monthly
			17.49	17.93	18.37	18.83	19.29	19.77	20.25	20.76	21.26	Hourly



5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	3,324	3,407	3,490	3,578	3,665	3,757	3,848	3,944	4,041	Monthly
			19.18	19.66	20.13	20.64	21.14	21.68	22.20	22.75	23.31	Hourly
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	3,835	3,931	4,027	4,128	4,228	4,334	4,439	4,550	4,661	Monthly
			22.13	22.68	23.23	23.82	24.39	25.00	25.61	26.25	26.89	Hourly
5185	PW MAINTENANCE WORKER - SENIOR	PEU, Local 1	4,403	4,513	4,623	4,739	4,854	4,976	5,097	5,224	5,352	Monthly
			25.40	26.04	26.67	27.34	28.00	28.71	29.41	30.14	30.88	Hourly
5080	RECREATION COORDINATOR	PEU, Local 1	2,823	2,894	2,964	3,038	3,112	3,190	3,268	3,350	3,431	Monthly
			16.29	16.70	17.10	17.53	17.95	18.40	18.85	19.33	19.79	Hourly
5117	REGISTERED VETERINARY TECH	PEU, Local 1	3,103	3,181	3,258	3,340	3,421	3,507	3,592	3,682	3,772	Monthly
			17.90	18.35	18.80	19.27	19.74	20.23	20.72	21.24	21.76	Hourly
5135	SWEEPER OPERATOR	PEU, Local 1	3,827	3,923	4,018	4,119	4,219	4,325	4,430	4,541	4,651	Monthly
			22.08	22.63	23.18	23.76	24.34	24.95	25.56	26.20	26.83	Hourly
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,032	3,108	3,184	3,264	3,343	3,427	3,510	3,598	3,686	Monthly
			17.49	17.93	18.37	18.83	19.29	19.77	20.25	20.76	21.26	Hourly
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	3,324	3,407	3,490	3,578	3,665	3,757	3,848	3,944	4,041	Monthly
			19.18	19.66	20.13	20.64	21.14	21.68	22.20	22.75	23.31	Hourly
5236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	3,032	3,108	3,184	3,264	3,343	3,427	3,510	3,598	3,686	Monthly
			17.49	17.93	18.37	18.83	19.29	19.77	20.25	20.76	21.26	Hourly
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	4,719	4,837	4,955	5,079	5,203	5,333	5,463	5,600	5,736	Monthly
			27.23	27.91	28.59	29.30	30.02	30.77	31.52	32.31	33.09	Hourly
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,427	5,563	5,698	5,841	5,983	6,133	6,282	6,439	6,596	Monthly
			31.31	32.09	32.87	33.70	34.52	35.38	36.24	37.15	38.05	Hourly
5166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	4,733	4,852	4,970	5,094	5,218	5,349	5,479	5,616	5,753	Monthly
			27.31	27.99	28.67	29.39	30.10	30.86	31.61	32.40	33.19	Hourly
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	5,442	5,578	5,714	5,857	6,000	6,150	6,300	6,457	6,615	Monthly
			31.40	32.18	32.97	33.79	34.62	35.48	36.35	37.25	38.16	Hourly
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	6,258	6,415	6,571	6,736	6,900	7,073	7,245	7,426	7,607	Monthly
			36.10	37.01	37.91	38.86	39.81	40.81	41.80	42.84	43.89	Hourly
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	4,344	4,453	4,561	4,675	4,789	4,909	5,028	5,154	5,280	Monthly
			25.06	25.69	26.31	26.97	27.63	28.32	29.01	29.73	30.46	Hourly
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	4,995	5,120	5,245	5,376	5,507	5,645	5,782	5,927	6,071	Monthly
			28.82	29.54	30.26	31.02	31.77	32.57	33.36	34.19	35.03	Hourly
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	5,744	5,888	6,031	6,182	6,333	6,492	6,650	6,816	6,983	Monthly
			33.14	33.97	34.79	35.67	36.54	37.45	38.37	39.32	40.28	Hourly

5131	WATER TREATMENT PLANT OPER.TRAINEE	PEU, Local 1	4,115	4,218	4,321	4,429	4,537	4,651	4,764	4,883	5,002	Monthly
			23.74	24.33	24.93	25.55	26.18	26.83	27.48	28.17	28.86	Hourly
5180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	4,733	4,852	4,970	5,094	5,218	5,349	5,479	5,616	5,753	Monthly
			27.31	27.99	28.67	29.39	30.10	30.86	31.61	32.40	33.19	Hourly
5230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	5,442	5,578	5,714	5,857	6,000	6,150	6,300	6,457	6,615	Monthly
			31.40	32.18	32.97	33.79	34.62	35.48	36.35	37.25	38.16	Hourly
5291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	6,258	6,415	6,571	6,736	6,900	7,073	7,245	7,426	7,607	Monthly
			36.10	37.01	37.91	38.86	39.81	40.81	41.80	42.84	43.89	Hourly

**Pensionable Compensation for New Members (PEPRA)**

CTO or any other paid leave time, shall not be paid shift differential while on such leave.

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Certification Pay:

Employees whose job functions include pesticide application are eligible for certificate pay of \$50.00 per month for possession of a Pesticide Application certification.

Employees whose job functions include pool operations are eligible for certificate pay of \$50.00 per month for possession of Pool Operations certification.

Maintenance workers in the Water Distribution Division that do not meet minimum qualifications for the Water Distribution Operator classification, shall remain in the maintenance worker classification and continue to receive certification pay as follows:

D-1: \$50 per month

D-2: 2.5% of salary per month

D-3: 2.5% of salary per month (cumulative = 5%)

D-4: 2.5% of salary per month (cumulative = 7.5%)

Total amount of certification pay cannot exceed 10% of the employees' salary (including bilingual pay)

Non-Water Employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

Local 1 employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

**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

PS - Police Sergeant