

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 18, 2022  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Police Department  
**Presentation By:** Sam Escherman, Commander

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**Summary**

**Subject:** Bargaining Unit Modifications and Salary Schedule Changes in the Police Department

**Recommendation:** Adopt a Resolution approving:

A. Modifications to the Police Sworn Mid-Managers unit to receive the Administrative Manager unit from the Mid-Manager unit, and approval of a side letter with both affected units

B. Modifications to the Police Sergeants unit to receive the Communications Center Coordinator and Records Supervisor from the First Level Managers unit, and approval of a side letter with both affected units

C. The retitling of the Communications Center Coordinator position to the title of Communications Center Supervisor

D. The amendment of the salary schedule to establish and set the salary for the Records Supervisor and acknowledge the new Communications Center Supervisor title

E. Acknowledge name changes of (1) the Police Sworn Mid-Managers unit to the Police Mid-Managers unit, and (2) the Police Sergeants unit to the Police First Level Managers unit; and recognizing these newly-named units for purposes of bargaining and representation

F. Authorize the Finance Director to make the appropriate budget adjustments from unallocated general funds

**Fiscal Impact:** Potentially \$7,056 each for the Administrative Manager and Communications Center Supervisor positions. The Communications Center Supervisor is eligible for \$6,864 in longevity pay. The Records Supervisor's salary was included in the FY22/23 budget. The total fiscal impact is \$20,976.

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**Purpose:**

To approve bargaining unit modifications and salary schedule changes in the Police Department. The

bargaining unit modifications are: the Mid-Managers and Police Mid-Managers side letters adding the Administrative Manager to the Police Mid-Managers, First Level Managers and Police First Level Managers side letter adding the Communications Center Coordinator and Records Supervisor to Police First Level Managers. The Police Sworn Mid-Managers are retitled to Police Mid-Managers and the Police Sergeants are retitled to Police First Level Managers. The salary schedule changes are to retitle the Communications Center Coordinator to Communications Center Supervisor, and set the salary for the Police Records Supervisor.

**Council Priority:**

Public Safety

**Background:**

Historically, the Administrative Manager has been included in the Mid-Manager bargaining unit. The Communications Center Coordinator has been a member of the First Level Manager Unit. During the FY 22/23 budget process, the Lead Records Clerk position was reclassified to a Records Supervisor and the salary for this position needs to be established. Having these positions in units that are not part of bargaining units within the Police Department has been problematic. It creates a sense of inequality and creates a hardship when department members promote to an advanced position. For example, if a Police Records Clerk were to promote to Records Supervisor in July of any given year they would have to switch insurance providers, as the Police Officers' Association and First Level Managers have different health insurance options. This is also problematic when individuals promote into the aforementioned positions, as they also lose longevity pay. Because of these differences, staff recognizes at some point the department will have problems finding internal candidates for promotions due to the loss of significant benefits.

**Analysis:**

With the addition of non-sworn personnel to both the Police Sergeants bargaining unit and the Police Sworn Mid-Manager bargaining unit, staff is recommending those bargaining units be retitled. Staff recommends the Police Sworn Mid-Managers be retitled to the Police Mid-Manager bargaining unit. Staff also recommends the Police Sergeant bargaining unit be retitled to Police First Level Manager bargaining unit. The bargaining units affected by these recommended changes have all agreed to them.

The moving of the aforementioned positions into the corresponding bargaining units will ensure equity amongst all employees of the police department. Staff has evaluated all options and determined that this recommendation is fair and reasonable for both the impacted employees and the City. All impacted bargaining units have been consulted with and are agreeable to the transitions. Since the Communications Center Coordinator position is being proposed to be placed in the Police First Level Managers bargaining unit, staff is requesting a title change for this position to Communications Center Supervisor as this will ensure that all positions assigned to the Police First Level Managers bargaining unit are recognized as Supervisors.

The Police First Level Manager bargaining unit will include the Communication Center Supervisor and Police Records Supervisor salary schedules. As the Communication Center Supervisor job classification is a title change only, the salary schedule will remain the same, but with the new job title. As noted above, since the Police Records Supervisor position was created as part of the FY 22/23 budget, the proposed salary schedule is as follows:

	1	2	3	4	5
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JCN	4,635	4,867	5,110	5,365	5,633
6106	26.74	28.08	29.48	30.95	32.50

	1	2	3	4	5	6	7	8	9
JCN	4,635	4,751	4,867	4,989	5,110	5,238	5,365	5,499	5,633
6406	26.74	27.41	28.08	28.78	29.48	30.22	30.95	31.73	32.50

The above changes shall become effective October 22, 2022.

**Fiscal Impact:**

Potentially \$7,056 each for the Administrative Manager and Communications Center Supervisor positions. The Communications Center Supervisor is eligible for \$6,864 in longevity pay. The Records Supervisor's salary was included in the FY22/23 budget. The total fiscal impact is \$20,976.

**Alternatives:**

Do not allow the realignment of the positions and direct staff to evaluate other options.

**Recommendation:**

Adopt a Resolution approving:

- A. Modifications to the Police Sworn Mid-Managers unit to receive the Administrative Manager unit from the Mid-Manager unit, and approval of a side letter with both affected units
- B. Modifications to the Police Sergeants unit to receive the Communications Center Coordinator and Records Supervisor from the First Level Managers unit, and approval of a side letter with both affected units
- C. The retitling of the Communications Center Coordinator position to the title of Communications Center Supervisor
- D. The amendment of the salary schedule to establish and set the salary for the Records Supervisor and acknowledge the new Communications Center Supervisor title
- E. Acknowledge name changes of (1) the Police Sworn Mid-Managers unit to the Police Mid-Managers unit, and (2) the Police Sergeants unit to the Police First Level Managers unit; and recognizing these newly-named units for purposes of bargaining and representation
- F. Authorize the Finance Director to make the appropriate budget adjustments from unallocated general funds

**Attachments:**

1. Resolution
2. Police First Level Manager and First Level Managers Side Letter
3. Police Mid-Managers and Mid-Managers Side Letter
4. Police Mid Managers and Police First Level Managers Salary Schedule
5. Police Mid-Manager Memorandum of Understanding
6. Police First Level Managers Memorandum of Understanding

Prepared By:  
Brian Baker  
Chief of Police

Submitted By:  
Diana Langley  
City Manager

# ATTACHMENT 1

## RESOLUTION NO.

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING MODIFICATION TO, AND RENAMING OF, THE POLICE SWORN MID-MANAGEMENT UNIT (TO POLICE MID-MANAGERS) AND THE POLICE SERGEANTS' UNIT (TO POLICE FIRST LEVEL MANAGERS), AND APPROVING RELATED SIDE LETTERS WITH IMPACTED UNITS.**

WHEREAS, staff is recommending specified non-sworn classifications in the Mid-Management and First Level Management bargaining units be moved into corresponding Police Department units due to their duties, work locations, and career ladders;

WHEREAS, the City has evaluated staff's request and has determined it to be appropriate;

WHEREAS, the City has notified the Mid-Manager bargaining unit and the First Level Managers bargaining unit, which have agreed to release the specified classifications from their respective units;

WHEREAS, the Police Sworn Mid Managers bargaining unit along with the Police Sergeants bargaining unit have been notified and are both in agreement with accepting the transitioning classifications as specified below;

WHEREAS, to acknowledge the presence of these transitioning non-sworn classifications within their respective units, the Police Sworn Mid Managers bargaining unit wishes to be recognized as the Police Mid Manager bargaining unit, and the Police Sergeant bargaining unit wishes to be recognized as the Police First Level Manager bargaining unit;

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

#### SECTION I: Unit Modifications

A. The classification of Administrative Manager will be removed from the Mid-Manager bargaining unit and added to the Police Sworn Mid-Managers bargaining unit;

B. The classifications of Records Supervisor and Communications Center Coordinator will be removed from the First Level Managers bargaining unit and added to the Police Sergeants bargaining unit;

C. The classification of Communications Center Coordinator shall be re-titled as Communication Center Supervisor; and

D. The classifications transferred to new units will be governed by the terms of the MOUs applicable to their new units.

#### SECTION II. Unit Names

A. The unit previously called the Police Sworn Mid-Managers has changed its name to the Police Mid-Managers, and the City acknowledges the Police Mid-Managers unit and representation of employees in such unit. For purposes of health care benefits through CalPERS the Police Mid-Managers shall be deemed part of the existing Sworn Police Executive Management benefit unit. Staff is directed to work with CalPERS to rename this benefit unit as

simply "Police Executive Managers."

B. The unit previously called the Police Sergeants unit has changed its name to the Police First Level Managers, and the City acknowledges the Police First Level unit and representation of employees in such unit.

SECTION III. Salary Schedule Amendments.

TITLE CHANGE

FROM:

COMMUNICATIONS CENTER COORDINATOR

TO:

COMMUNICATIONS CENTER SUPERVISOR

POLICE RECORDS SUPERVISOR

ADD:

	1	2	3	4	5
<b>JCN</b>	4,635	4,867	5,110	5,365	5,633
<b>6106</b>	26.74	28.08	29.48	30.95	32.50

	1	2	3	4	5	6	7	8	9
<b>JCN</b>	4,635	4,751	4,867	4,989	5,110	5,238	5,365	5,499	5,633
<b>6406</b>	26.74	27.41	28.08	28.78	29.48	30.22	30.95	31.73	32.50

SECTION IV. Effective Date.

The above changes shall become effective October 22, 2022.

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

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 18th day of October 2022.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Dave Shaw, Mayor

ATTEST:

\_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Stacey Sheston  
BB&K, Special Counsel



## ATTACHMENT 2

Unit Modification Side Letter  
Between  
The City of Yuba City and  
Yuba City Police Officers' Association  
And  
First Level Managers

The City of Yuba City ("City"), First Level Managers (FLM), and the Yuba City Police Officers' Association (POA) for the Sergeants Unit have met and conferred in good faith pursuant to the requirements of the Meyers-Millias-Brown Act to modify their bargaining units. This side letter of Agreement describes the Parties' full and complete agreement.

The Classifications of Records Supervisor and Communications Center Coordinator will be moved from the First Level Managers to the Police Sergeants Unit.

The Communications Center Coordinator will be retitled the Communications Center Supervisor.

Date: \_\_\_\_\_

City of Yuba City


\_\_\_\_\_  
Michael Jarvis,  
Liebert Cassidy Whitmore

\_\_\_\_\_  
Diana Langley, City Manager

\_\_\_\_\_  
Brian Baker, Chief of Police

Date: 10-10-22

Police Officers' Association

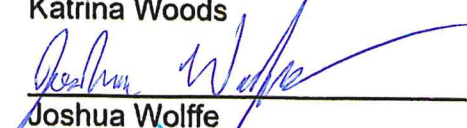
  
\_\_\_\_\_  
Timothy K. Talbot  
Rains Lucia Stern

  
\_\_\_\_\_  
Brian Thornton

Date: 10-7-22

First Level Managers

  
\_\_\_\_\_  
Katrina Woods

  
\_\_\_\_\_  
Joshua Wolfe

  
\_\_\_\_\_  
Nathan McCreedy

  
\_\_\_\_\_  
Ernesto Hernandez

# ATTACHMENT 3

Unit Modification Side Letter  
Between  
The City of Yuba City and  
Police Sworn Mid-Managers  
And  
Mid- Managers

The City of Yuba City ("City"), Mid Managers (MM), and the Police Sworn Mid-Managers have met and conferred in good faith pursuant to the requirements of the Meyers-Mllias-Brown Act to modify their bargaining units. This side letter of Agreement describes the Parties' full and complete agreement.

The classification of Administrative Manager will be moved from the Mid Managers to the Police Sworn Mid-Managers bargaining unit.

Date: \_\_\_\_\_

Date: 10/6/2022

City of Yuba City

Police Sworn Mid-Managers

\_\_\_\_\_  
Michael Jarvis,  
Liebert Cassidy Whitmore

Timothy K. Talbot  
Timothy K. Talbot  
Rains Lucia Stern

\_\_\_\_\_  
Diana Langley, City Manager

Sam Escherman  
Sam Escherman

\_\_\_\_\_  
Brian Baker, Chief of Police

Date: 10/6/2022

Mid Managers

Ciara Wakefield  
Ciara Wakefield

# ATTACHMENT 4

**CITY OF YUBA CITY  
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN  
EFFECTIVE OCTOBER 22, 2022**

**Police Mid-Managers**

CLASSIFICATION	Group	SALARY STEPS					
		1	2	3	4	5	
7010* ADMINISTRATIVE MANAGER	PSMM	8,655 49.93	9,088 52.43	9,542 55.05	10,019 57.80	10,520 60.69	Monthly Hourly
7180* ASSISTANT POLICE CHIEF	PSMM	12,541 72.35	13,168 75.97	13,826 79.77	14,517 83.75	15,242 87.94	Monthly Hourly
7150* POLICE COMMANDER	PSMM	11,943 68.90	12,540 72.35	13,167 75.96	13,825 79.76	14,517 83.75	Monthly Hourly
7111* POLICE LIEUTENANT	PSMM	10,638 61.37	11,170 64.44	11,729 67.67	12,315 71.05	12,930 74.60	Monthly Hourly

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

MOU Article 1.2 - Bilingual Pay

Police Sworn Mid-Manager employees who are certified as bilingual will receive a bilingual pay incentive of \$100 per month:

MOU Article 1.3 - Education Incentive

Police Sworn Mid-Manager employees awarded a Master's degree or who has successfully completed the

FBI National Academy will be eligible to receive an education incentive of 2.5% of base salary.

The maximum education incentive is limited to 2.5% of base salary.

\* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

**EMPLOYEE BARGAINING GROUPS**

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PFLM - Police First Level Manager

**CITY OF YUBA CITY  
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN  
EFFECTIVE OCTOBER 22, 2022**

**Police First Level Managers**

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6100*	POLICE SERGEANT	PFLM	7,354	7,722	8,108	8,513	8,938	Monthly
			42.43	44.55	46.78	49.11	51.57	Hourly
6106	POLICE RECORDS SUPERVISOR	PFLM	4,635	4,867	5,110	5,365	5,633	Monthly
			26.74	28.08	29.48	30.95	32.50	Hourly
6035	COMMUNICATIONS CENTER SUPERVISOR	PFLM	6,285	6,599	6,929	7,275	7,638	Monthly
			36.26	38.07	39.98	41.97	44.07	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 3.4 - Longevity Pay (Cumulative but not compounded)

Upon completion of service with the City of Yuba City:

5 years	1.25%
10 years	2.50%
15 years	5.00%
20 years	7.50%

MOU Article 3.5 - Education Incentive

Police FLMs shall receive an educational incentive of 2.5% for either an AA degree or POST Intermediate Certificate; a 5% educational incentive for a Bachelor's degree or a POST Advanced Certificate and an additional 5.2% for possession of a POST Supervisory Certificate. Education Incentive pay shall be base pay cumulative but not compounded and shall have a 12.7% cap.

MOU Article 3.6 - Bilingual Pay

Police FLMs who are certified as bilingual will receive a bilingual pay incentive of \$100 per month:

MOU Article 3.7 - Holiday Pay

Police FLMs assigned to regular patrol shifts shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis in lieu of time off.

MOU Article 3.14 & 3.15 - FTO Pay and Traffic Division

Employees assigned to Field Training Officer, and/or the Traffic Division shall receive 5% of incentive pay (calculated from base hourly wage).

MOU Article 3.13 - Detective and Net-5 (increase from 5% to 7.5% effective 9/28/19)

Employees assigned to Investigation and/or Net-5 shall receive 7.5% of incentive pay (calculated from base hourly wage).

EMPLOYEE BARGAINING GROUPS

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



# ATTACHMENT 5

Memorandum of Understanding

Between

The City of Yuba City

And

The Police Mid-Managers (PMM)



July 1, 2021 through June 30, 2023

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## Preamble

This Agreement between the City of Yuba City (City) and the Yuba City Police Mid-Managers (PMM) has as its purpose the promotion of harmonious labor relations between the City and PMM, and the establishment of rates of pay, hours of work, and other conditions of employment for employees covered by this agreement.

## Article 1 - Recognition

The City recognizes PMM as the exclusive representative for Assistant Police Chief, Police Commander, Police Lieutenant, and Administrative Manager.

## Article 2 - Salary

### 1. Salary Schedules

Employees are on a five (5) step salary schedule as reflected in Appendix "B" to this Agreement.

### 2. Bilingual Pay

Employees who are proficient in speaking a foreign language receive a one hundred dollar (\$100.00) per month bilingual pay incentive. The method of certifying proficiency and the determination of which languages are covered under this program are determined by the City in consultation with PMM.

### 3. Education Incentive

Employees who possess a Master's Degree in a work-related field (as determined and approved by the Chief of Police), or who have successfully completed the FBI National Academy receive an education incentive of two and a half percent (2.5%) of base salary. The maximum education incentive is two and a half percent (2.5%) of base salary.

## Article 3 - Retirement

### 1. Retirement Terminology

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

The term "new member" is defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA), but are generally as described below.

A new member is defined as:

- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or

- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or
- An individual who established prior membership in a retirement system and, after a break in service of more than six (6) months, returns to active membership in that system with a new employer.

## 2. Safety Retirement Formulas

- A. Employees hired prior to December 16, 1989, receive the 3% at 50 safety CalPERS formula with the one (1) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) on a pre-tax basis to share in the cost of the 3% at 50 formula.
- B. Employees hired between December 16, 1989, and July 1, 2012 receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) on a pre-tax basis to share in the cost of the 3% at 50 formula.
- C. Employees hired after June 30, 2012, who are not classified as new members receive the "3% at 55" safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.
- D. Employees hired after December 31, 2012, who are classified as a new member receive the "2.7% at 57" safety CalPERS formula with the three (3) year final average compensation period. These members pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

## 3. Miscellaneous Retirement Formulas

- A. Employees hired before August 2, 1991, receive the 2.7% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

- B. Employees hired between August 1, 1991, and July 1, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the three (3) years final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after June 30, 2012, who are not classified as a new member receive the 2% at 55 miscellaneous CalPERS formula with the three (3) years final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay the seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- D. Employees hired after December 31, 2012 who are classified as new member receive the 2% at 62 miscellaneous CalPERS formula with the three (3) years final average compensation period. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- E. Safety retirement plans have the following optional CalPERS retirement benefits:
- Sick Leave Service Credit
    - If the conversion of an employee's eligible sick leave to CalPERS service credit would result in service credit or a pension benefit in excess of the maximum allowable pursuant to the applicable local safety member retirement plan, only the amount of sick leave needed to reach the maximum service credit or pension benefit will be certified to CalPERS. The employee's remaining unused sick leave balance will be paid out in accordance with the Rules.
  - Non-Industrial Disability Standard
  - Industrial Disability Standard
  - Pre-Retirement Death Benefits:
    - Optional Settlement 2
    - 1959 Survivor Benefit Level Indexed
    - Special
  - Post-Retirement Death Benefits \$500 Lump Sum
  - Survivor Allowance (PRSA)
  - 3% Retirement COLA
- F. Miscellaneous retirement plans have the following optional CalPERS retirement benefits:
- Non-Industrial Disability Improved
  - Pre-Retirement Death Benefits:

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

## Article 4 - Benefits

### 1. Health Plans

#### A. Medical Contributions:

The City contributes on behalf of each employee and retiree an amount equal to the Public Employees' Medical & Hospital Care Act (PEMHCA) Minimum Employer Contribution (MEC) towards the healthcare premium.

#### B. Cafeteria Plan

The City contributes an additional amount towards the employees Cafeteria plan for each employee equal to 80% of the lowest cost PORAC health plan premium minus the MEC contribution.

### 2. Cash-in-Lieu

Cash-in-Lieu is when an employee reduces the level of health care coverage or elects to forego all coverage as follows:

- Employees who reduce the level of health care coverage to which they are entitled, i.e., from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, are entitled to a Cash-in-Lieu. Cash-in-Lieu is based upon the lowest cost PORAC health plan.

The employee making the election described above shall receive the difference between the Cash-in-Lieu to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu for the lower level elected.

- Cash-in-Lieu for employees electing to forego health insurance coverage will be based on the below percentages of the lowest cost PORAC health plan:

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

### 3. Dental and Vision Plans

The City pays ninety percent (90%) of the dental/vision premiums for covered employees. Effective January 1, 2020, for dental, the calendar year maximum increased to one



thousand, seven hundred and fifty dollars (\$1,750) and for vision, the benefit maximum (as defined in the plan document) increases six hundred dollars (\$600) every twenty-four (24) months.

**4. Life Insurance**

The City provides employees with a fifty thousand dollar (\$50,000) life insurance policy.

**5. Employee Assistance Program (EAP)**

The EAP is an employee benefit that assists employees with personal problems and/or work-related problems that may impact their job performance, health, and/or mental and emotional well-being. The EAP offers 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.

**6. Health Benefits Committee**

PMM may designate at least one (1) representative to the citywide health benefits committee. The general purpose of the committee is to address benefit plan design and cost containment. The committee contains members from other employee groups.

**7. Flexible Spending Account**

The City offers an employee-funded Flexible Spending Account for eligible dependent care and medical costs.

**Article 5 - Deferred Compensation**

Employees receive a monthly City contribution of one hundred dollars (\$100.00) paid into a City deferred compensation plan.

**Article 6 - Vacation Accrual**

Employees accrue vacation as follows:

<u>Years of Service</u>	<u>Bi-Weekly Rate</u>
0-Completion of 4 years	4.0 hours
5-Completion of 10 years	5.5 hours
11-Completion of 15 years	6.5 hours
16 or more years	7.1 hours

**Article 7 - Certifications**

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

## Article 8 - Administrative Leave

### 1. Allocation

Police Mid-Managers are exempt employees whose duties often require them to work outside of the City's typical business hours. In acknowledgement of such duties, employees are allocated eighty (80) hours of administrative leave with the first payroll period of each calendar year. Should an employee be hired or promoted into the bargaining unit after the beginning of the calendar year, they are credited with a pro-rated amount of Administrative Leave for the balance of the year. Employees may use the leave subject to the approval of their Department Head, except that leave cannot be used prior to separation of employment in order to delay the separation date.

### 2. Maximum Cash Out

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

### 3. Maximum Carry Over

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

### 4. Additional Allotment

At the discretion of the City Manager, an additional allotment of administrative leave not to exceed forty (40) hours may be approved each year. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations. The allotment of leave is at the full discretion of the City.

## Article 9 - Uniform Allowance

Employees are required to wear a uniform and receive a uniform allowance in the amount of \$34.62 per pay period.

## Article 10 - Reimbursement Policy

### 1. Reimbursable Excess Hours

Employees who are required to work hours in excess of normal management expectations shall be reimbursed should the City bill for, and receive, reimbursement for their work performed.

## 2. Payment

Reimbursement for the employee will occur in the next normal pay period after the excess work occurs and the City receives payment for it.

## 3. Rate

Reimbursement to the employee occurs at the salary rate billed by the City for employees for those hours over the regularly scheduled salary only, not to exceed time and one-half of the hourly equivalent of base salary. Employees are not required to use vacation time while in a special assignment approved by their Department Head.

## 4. Retention by the City

The City retains reimbursement received by the City in excess of the salary for the employee.

### Article 11 - Short-Term Disability

Employees are eligible for short-term disability in a manner provided in the City's adopted Short Term Disability Plan. Any proposed changes to the Plan are subject to mutual consent.

### 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 five thousand dollars (\$5,000) annually.

### Article 13 - Work Schedules

Employees work either a 4/10 or 5/8 work schedule at the sole the discretion of the Chief of Police.

### Article 14 - Term of Agreement

This Agreement is effective July 1, 2021, unless indicated otherwise and shall continue in full force and effect through June 30, 2023. In the event that the Federal Government or State Legislature passes a law, or there is a Federal or State Executive Order or court decision affecting Yuba City which would prevent the City from implementing any part of this agreement or altering this agreement, both the City and PMM agree to reopen the meet and confer process limited to the issue so affected.

This Agreement constitutes the full Agreement between the City of Yuba City and the PMM and may not be modified without the written mutual agreement of both parties.

Date: \_\_\_\_\_

City of Yuba City

\_\_\_\_\_  
Diana Langley  
City Manager

\_\_\_\_\_  
Michael W. Jarvis  
Liebert Cassidy Whitmore

Date: 10/12/2022

Police Mid-Managers

\_\_\_\_\_  
  
Timothy K. Talbot  
Rains Lucia Stern

  
\_\_\_\_\_  
Sam Escherman

**CITY OF YUBA CITY**  
**SALARY SCHEDULE AND GENERAL COMPENSATION PLAN**  
**EFFECTIVE OCTOBER 22, 2022**

Attachment B-Salary Schedule

**Police Mid-Managers**

CLASSIFICATION	Group	SALARY STEPS					
		1	2	3	4	5	
7010* ADMINISTRATIVE MANAGER	PSMM	8,655 49.93	9,088 52.43	9,542 55.05	10,019 57.80	10,520 60.69	Monthly Hourly
7180* ASSISTANT POLICE CHIEF	PSMM	12,541 72.35	13,168 75.97	13,826 79.77	14,517 83.75	15,242 87.94	Monthly Hourly
7150* POLICE COMMANDER	PSMM	11,943 68.90	12,540 72.35	13,167 75.96	13,825 79.76	14,517 83.75	Monthly Hourly
7111* POLICE LIEUTENANT	PSMM	10,638 61.37	11,170 64.44	11,729 67.67	12,315 71.05	12,930 74.60	Monthly Hourly

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

MOU Article 1.2 - Bilingual Pay

Police Sworn Mid-Manager employees who are certified as bilingual will receive a bilingual pay incentive of \$100 per month:

MOU Article 1.3 - Education Incentive

Police Sworn Mid-Manager employees awarded a Master's degree or who has successfully completed the

FBI National Academy will be eligible to receive an education incentive of 2.5% of base salary.

The maximum education incentive is limited to 2.5% of base salary.

\* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

**EMPLOYEE BARGAINING GROUPS**

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PFLM - Police First Level Manager

# ATTACHMENT 6

Memorandum of Understanding

Between

The City of Yuba City

And

Police First Level Managers



July 1, 2021 through June 30, 2023

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## Preamble

This agreement between the City of Yuba City (City) and the Yuba City Police Officers Association (POA), has as its purpose the promotion of harmonious labor relations between the City and the POA, and the establishment of rates of pay, hours of work, and other conditions of employment for employees covered by the Police First Level Managers bargaining unit.

## Article 1 - Recognition

The City recognizes the POA as the exclusive representative for the classifications of Sergeant, Records Supervisor, and Communications Center Coordinator.

## Article 2 - Management and Association Rights

### 1. Management Rights

Section 3.03, Employer-Employee Standards, B, City Rights is incorporated into this agreement.

### 2. Association Rights

The City agrees to follow the rights of employees as enumerated in the Peace Officers Bill of Rights and will adhere to the provisions of the Meyers-Milias Brown Act that states in part, "the matter in question is negotiable if it primarily relates to and has a significant or material relationship to wages, hours, and terms and conditions of employment, and is not itself a fundamental management right related to the merits, necessity, or organization of any service or activity provided by law or executive order."

## Article 3 - Wages

### 1. Salary Schedules

Employees shall be on a five (5) step salary schedule which is attached as Appendix "A" Salary Schedules.

### 2. Longevity

Employees receive longevity pay as follows:

Upon completion of five (5) years of service with City the employee receives longevity pay in the amount of one and a quarter percent (1.25%) of their base hourly rate of pay.

Upon completion of ten (10) years of service with City the employee receives an additional one and a quarter percent (1.25%) of their base hourly rate of pay.

Upon completion of fifteen (15) years of service with City the employee receives an additional two and one-half percent (2.5%) of their base hourly rate of pay.

Upon completion of twenty (20) years of service with City the employee receives an additional two and one-half percent (2.5%) of their base hourly rate of pay.

### 3. Sworn Education Incentive

Employees receive education pay as follows:

- Two and a half percent (2.5%) of their base hourly rate of pay for an Associate degree
- or
- Seven and a half percent (7.5%) of their base hourly rate of pay for a Bachelor degree.
- and
- Two and a half percent (2.5%) of their base hourly rate of pay for a POST Intermediate Certificate.
- or
- Seven and a half percent (7.5%) of their base hourly rate of pay for a POST Advanced Certificate.
- and
- Five and two tenths of a percent (5.2%) of their base hourly rate of pay for a POST Supervisory Certificate.

The maximum educational incentive under this section is twelve and seven tenths percent (12.7%) of the employee's base hourly rate of pay.

### 4. Non-Sworn Education Incentive

Employees receive education pay as follows:

- Two and a half percent (2.5%) of their base hourly rate of pay for an Associate degree
- or
- Five percent (5.0%) of their base hourly rate of pay for a Bachelor degree.
- and
- Two and a half percent (2.5%) of their base hourly rate of pay for a POST Public Safety Dispatch Advanced.

### 5. Bilingual Pay

Employees who are proficient in speaking a foreign language receive one hundred dollars (\$100) per month bilingual pay incentive. The method for certifying proficiency and the determination of which languages will be covered under this program is determined by the City in consultation with the Association.

## 6. Call Back Pay

Employees called or scheduled to return to work after having left the work site shall be compensated in accordance with Rules § 2.06(l). A return to work prior to the start of the shift shall also be compensated accordingly provided that the reporting time for work is two (2) or more hours prior to the regular shift start time.

## 7. On Call Pay

Employees who are assigned to on-call status during weekday evenings (Monday - Thursday, 5:00 p.m. to 8:00 a.m.) will receive standby pay of two dollars and forty-five cents (\$2.45) per hour.

## 8. Daylight Savings Time

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

## 9. Uniform Allowance

Employees are required to wear a uniform and receive a uniform allowance in the amount of \$34.62 per pay period.

## 10. Acting Pay

Employees assigned to higher classifications on a temporary basis shall receive acting pay. Employees will be compensated by receiving pay in the higher classification at that step in the salary range which results in a minimum of a five percent (5.0%) increase in compensation over their current base wage rate.

In order to qualify for acting pay, employees must:

- A. Work a minimum of four (4) consecutive hours in order to be eligible for compensation;
- B. Meet the minimum qualifications for the higher classification; and
- C. Be assigned with the approval of the Police Chief or designee.

Time spent in acting assignments may be considered during promotional recruitment but shall not substitute for minimum qualifications for education and experience requirements.

## 11. Detective Pay

Employees assigned to Investigation and Net-5 receive detective premium in the amount of seven and a half percent (7.5%) of their base hourly rate of pay.

## 12. Traffic Pay

Employees assigned to traffic receive traffic premium in the amount of five percent (5.0%) of their base hourly rate of pay.

## 13. Field Training Officer Pay

Employees assigned as a field training officer (FTO) receive training premium in the amount of five percent (5.0%) of their base hourly rate of pay.

### Article 4 - Holidays

#### A. The City observes the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. The day following Thanksgiving Day
- j. Christmas Day
- k. Christmas Eve

#### B. Holiday-in-Lieu

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

### Article 5 - Retirement

#### 1. Retirement Terminology

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

The term "new member" is defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA), but are generally as described below.

A new member is defined as:

- An employee who becomes a member of any public retirement system for the first

time on or after January 1, 2013, and has no prior membership in any other public retirement system; or

- An employee who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or
- An employee who established prior membership in a retirement system and, after a break in service of more than six (6) months, returns to active membership in that system with a new employer.

## 2. Safety Retirement Formulas

- A. Employees hired prior to December 16, 1989, receive the 3% at 50 safety CalPERS formula with the one (1) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) on a pre-tax basis to share in the cost of the 3% at 50 formula.
- B. Employees hired between December 16, 1989, and July 1, 2012 receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) on a pre-tax basis to share in the cost of the 3% at 50 formula.
- C. Employees hired after June 30, 2012, who are not classified as new members receive the "3% at 55" safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.
- D. Employees hired after December 31, 2012, who are classified as a new member receive the "2.7% at 57" safety CalPERS formula with the three (3) year final average compensation period. These employee's pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- E. Optional CalPERS retirement benefits:
  - Sick Leave Service Credit
    - If the conversion of an employee's eligible sick leave to CalPERS service credit would result in service credit or a pension benefit in excess of the maximum allowable pursuant to the applicable local safety member retirement plan, only the amount of sick leave needed to reach the

maximum service credit or pension benefit will be certified to CalPERS. The employee's remaining unused sick leave balance will be paid out in accordance with the Rules.

- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
  - Optional Settlement 2
  - 1959 Survivor Benefit Level Indexed
  - Special
- Post-Retirement Death Benefits \$500 Lump Sum
- Survivor Allowance (PRSA)
- 3% Retirement COLA

### 3. Miscellaneous Retirement Formulas

- A. Employees hired before August 2, 1991, receive the 2.7% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired between August 1, 1991, and July 1, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the three (3) years final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after June 30, 2012, who are not classified as a new members receive the 2% at 55 miscellaneous CalPERS formula with the three (3) years final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay the seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- D. Employees hired after December 31, 2012 who are classified as new members receive the 2% at 62 miscellaneous CalPERS formula with the three (3) years final average compensation period. These employees pay one-half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- E. Optional CalPERS retirement benefits:
  - Non-Industrial Disability Improved

- Pre-Retirement Death Benefits:
  - a. Optional Settlement 2
  - b. 1959 Survivor Benefit Level Indexed
- Post-Retirement Death Benefits \$500 lump sum
- Survivor Allowance (PRSA)
- 3% Retirement COLA

## Article 6 - Benefits

### 1. Health Plans

#### A. Medical Contributions

The City contributes on behalf of each employee and retiree an amount equal to the Public Employees' Medical & Hospital Care Act (PEMHCA) Minimum Employer Contribution (MEC) towards the healthcare premium.

#### B. Cafeteria Plan

The City contributes an additional amount towards the employees Cafeteria plan for each employee equal to 80% of the lowest cost PORAC health plan premium minus the MEC contribution.

#### C. Cash-in-Lieu

Cash-in-Lieu is when an employee reduces the level of health care coverage or elects to forego all coverage as follows:

- 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. Cash-in-Lieu is based upon the lowest cost PORAC health plan.

The employee making the election described above shall receive the difference between the Cash-in-Lieu to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu for the lower level elected.

- Cash-in-Lieu for employees electing to forego health insurance coverage will be based on the below percentages of the lowest cost PORAC health plan:

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



## 2. Dental and Vision Plans

The City pays 90% of 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.

## 3. Life Insurance

The City provides employees with a twenty-five thousand dollar (\$25,000) life insurance policy. Employees may purchase dependent life insurance \$2,000 per dependent (spouse and children from 6 months to 19).

## 4. Employee Assistance Program (EAP)

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

## 5. Vacation Accrual Rates

Lateral employees from other agencies receive credit for prior public sworn service when determining years of service for vacation benefits.

## 6. 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 7 - Work Schedules

### 1. FLSA 207(k)

The City has adopted the Fair Labor Standards Act (FLSA) 207(k) exemption with a 14-day work period. Employees will work a 14-day work period consisting of 4-11s/3-11s workweeks. Sergeants working in the Traffic Division or Detective Division will work various hours as determined by the department, with the same entitlement to overtime. An additional 9-hour shift will occur approximately every 3rd work period for purposes of training activities.

Assigned work schedules may be changed at the sole discretion of the Police Chief subject to written notice to the Sergeants for an opportunity to meet and discuss no less than 30 days prior to implementation.

## 2. Sworn Overtime

Subject to the limitations below, Sergeants are eligible for overtime compensation. All paid time shall count as hours worked towards the calculation of overtime with the exception of sick leave. Overtime compensation is paid at time-and-a-half an employee's regular rate of pay.

Contract overtime occurs when an eligible employee works hours beyond their regular daily, assigned shift (for example: beyond 11 hour patrol shifts or 9 hour training shift) or when an eligible employee works additional hours on their scheduled days off (for example: a fifth 11-hour shift within a 14-day work period). The recurring 9-hour training shift will be compensated at the base hourly rate, not at the overtime rate unless the total hours worked exceed 86 for the 14-day work period.

Sergeants who use sick leave in any 14-day work period are ineligible for shift overtime during that particular period until the number of overtime hours actually worked exceeds the number of sick leave hours used in that 14-day work period. This means that if a Sergeant calls in sick for a regularly scheduled 11-hour shift, then the Sergeant will not be eligible for overtime unless and until the Sergeant works more than 11 overtime hours (i.e., by working past the end of a daily shift or by working an extra shift) during that 14-day work period.

"FLSA overtime" occurs when an employee actually works (i.e., not counting paid time off) beyond the maximum number of hours in the applicable work period (i.e. beyond 86 hours in the 14-day period.) Contract overtime hours that also contribute to FLSA-overtime for a given work period are paid only once at the premium rate. For example, if an employee regularly scheduled to work 4, 11-hour days Monday through Thursday works 11 hours on Saturday, the 11-hours of "shift" overtime also count as 11 hours of FLSA overtime, and thus are paid as overtime only once (i.e., a total of 11 hours of overtime for that week).

Hours worked on City-approved shift trades do not factor into any of these overtime calculations.

## 3. Non-Sworn Overtime

Employees who work in excess of forty (40) hours in the designated 7-day work period, receive overtime at a rate of one and one-half (1.5) times their regular rate of pay. All paid time counts as hours worked towards the calculation of overtime with the exception of sick leave.

### Article 8 - Compensatory Time Off

#### 1. Maximum Accumulation

Employees may accumulate a maximum of eighty (80) hours of Compensatory Time Off (CTO).

## 2. Maximum Cash Out

Upon written request, employees will be paid for up to 40 hours, per fiscal year, of CTO. Payment will be at the earliest payroll period. The City, at its option, may reimburse employees up to forty (40) hours of CTO at the end of any fiscal year. Any additional employee requests are subject to the approval of the Police Chief or designated representative.

## 3. Doctrine of Constructive Receipt

The parties will meet and confer during the term of this agreement to resolve any potential issues involving the doctrine of constructive.

### Article 9 - Deferred Compensation

Employees receive a monthly City contribution of fifty dollars (\$50.00) paid into a City deferred compensation plan.

### Article 10 - Certifications

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

### Article 11 - Leave Donation Program

The City currently facilitates a Leave Donation Program to assist employees dealing with a catastrophic illness or injury. While an employee is utilizing any such donated hours, the City will continue to pay its portion of the contribution to the employee's health, dental, vision and life insurance premiums in accordance with the applicable Memorandum of Understanding. The maximum is 30 calendar days of catastrophic leave or until Short Term Disability (STD) starts.

### Article 12 - Counseling Memorandum

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

### Article 13 - DMV License Examination

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

## Article 14 - Short Term Disability

### 1. Waiting Period

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

### 2. Premium

The City sets the STD rates based on outside actuarial; no premium cap shall exist.

### 3. Benefit

The benefit is equal to 60% of earnings at time of the disabling event; no dollar cap on the benefit exists.

## Article 15 - American Disabilities Act Compliance

### 1. Accommodation

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement and the Rules may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

### 2. Legal Obligation

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

### 3. Protection

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

## Article 16 - Comparable Agencies

The following agencies are comparable for purposes of salary data collection: City of Chico, City of Lincoln, City of Rocklin, City of West Sacramento, City of Woodland, County of Sutter, and County of Yuba.

Article 17 - Term of Agreement

The term of this agreement is July 1, 2021 through June 30, 2023.

Date: \_\_\_\_\_

Date: 10-13-22

City of Yuba City

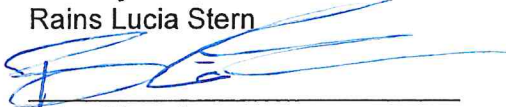
Yuba City Police Officers Association  
(Police First Level Managers Unit)

\_\_\_\_\_  
Diana Langley, City Manager



Timothy K. Talbot  
Rains Lucia Stern

\_\_\_\_\_  
Michael W. Jarvis,  
Liebert Cassidy Whitmore



\_\_\_\_\_  
Brian Thornton

CITY OF YUBA CITY  
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN  
EFFECTIVE OCTOBER 22, 2022

Police First Level Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6100*	POLICE SERGEANT	PFLM	7,354	7,722	8,108	8,513	8,938	Monthly
			42.43	44.55	46.78	49.11	51.57	Hourly
6106	POLICE RECORDS SUPERVISOR	PFLM	4,635	4,867	5,110	5,365	5,633	Monthly
			26.74	28.08	29.48	30.95	32.50	Hourly
6035	COMMUNICATIONS CENTER SUPERVISOR	PFLM	6,285	6,599	6,929	7,275	7,638	Monthly
			36.26	38.07	39.98	41.97	44.07	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 3.4 - Longevity Pay (Cumulative but not compounded)

Upon completion of service with the City of Yuba City:

5 years	1.25%
10 years	2.50%
15 years	5.00%
20 years	7.50%

MOU Article 3.5 - Education Incentive

Police FLMs shall receive an educational incentive of 2.5% for either an AA degree or POST Intermediate Certificate; a 5% educational incentive for a Bachelor's degree or a POST Advanced Certificate and an additional 5.2% for possession of a POST Supervisory Certificate. Education Incentive pay shall be base pay cumulative but not compounded and shall have a 12.7% cap.

MOU Article 3.6 - Bilingual Pay

Police FLMs who are certified as bilingual will receive a bilingual pay incentive of \$100 per month:

MOU Article 3.7 - Holiday Pay

Police FLMs assigned to regular patrol shifts shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis in lieu of time off.

MOU Article 3.14 & 3.15 - FTO Pay and Traffic Division

Employees assigned to Field Training Officer, and/or the Traffic Division shall receive 5% of incentive pay (calculated from base hourly wage).

MOU Article 3.13 - Detective and Net-5 (increase from 5% to 7.5% effective 9/28/19)

Employees assigned to Investigation and/or Net-5 shall receive 7.5% of incentive pay (calculated from base hourly wage).

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PFLM - Police First Level Manager

## Appendix "B" – 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 "C" – 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.