

**Memorandum of Understanding  
Between  
The City of Yuba City  
And  
The Yuba City Firefighters' Local 3793**



**July 1, 2023, through June 25, 2027**

Approved as of November 7, 2023

Table of Contents

Preamble .....1

Article 1 - Recognition.....1

Article 2 – Full Understanding.....1

Article 3 – Management Rights.....1

Article 4 – Union Rights .....2

Article 5 – Wages.....2

    5.1 Salary Surveys .....2

    5.2 Salary Increase.....2

    5.3 Wage Reopeners.....2

    5.4 Salary Progression .....3

    5.5 Fire Prevention .....3

    5.6 Supervisor Premium .....3

    5.7 Fire Apparatus Operator Premium.....3

    5.8 Fire Protection Employees.....3

    5.9 Fire Safety Inspectors.....4

    5.10 Bilingual Pay.....4

Article 6 - Vacation.....4

VACATION .....4

Article 7 – Health, Dental, Vision and Life Insurance .....5

    7.1 Health Plans .....5

    7.2 Dental and Vision Plans.....5

    7.3 Claims Administrator.....6

    7.4 Life Insurance .....6

    7.6 Post Employment Health Benefits .....6

    7.7 Tuition Reimbursement.....6

Article 8 - Medical Examination and Wellness Standard Programs .....7

Article 9 – Certifications .....7

Article 10 – Leave Donation Program .....7

Article 11 – Counseling Memorandum.....7

Article 12 – Floating Holidays .....7

Article 13 – Vacation Leave .....7

Article 14 – Personal Leave.....8

Article 15 – Shift Trades.....8

Article 16 – Shift Bidding.....8

Article 17 – Special Assignments.....8

Article 18 – Retirement .....8

    18.1 Retirement Terminology .....8

    18.2 Fire Safety Member Retirement Formulas.....9

Article 19 – Annual Health Assessments .....10

Article 20 – Temporary Employees.....10

Article 21 – Leave Conversion Rates.....10

Article 22 – Review of Performance Evaluation .....10

Article 23 – Grievance Procedure .....11

Article 24 – Notice of Meet and Confer .....11

Article 25 – DMV License Examination.....11

Article 26 – Reduction in Pay.....11

Article 27 – Callback.....11

Article 28 – Limitation on Consecutive Hours Worked .....11

Article 29 – Term of Agreement.....12

Exhibit “A” - Salary Schedule .....13

Exhibit “B” — Catastrophic Illness and Injury Donation Plan .....14

Exhibit “C” – Counseling Memo Policy.....15

Exhibit “D” – Medical Tests .....16

Exhibit “E” – Allocation of Specified Accrued but Unused Leave.....17

## Preamble

This Agreement between the City of Yuba City (City) and the Yuba City Firefighters' Local 3793 (Union), has as its purpose, the promotion of harmonious labor relations between the City and the Union and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

## Article 1 - Recognition

The City recognizes the Union as the exclusive representative and bargaining agent for all regular permanent Fire Department employees in the Firefighter, Fire Inspector, Apparatus Operator., and Fire Captain classifications and all limited-term SAFER Grant employees in the classifications of Fire Recruit and Firefighter I. The City agrees to meet and confer with the designated representatives of the Union on all matters subject to meet and confer pursuant to the Meyers-Milias-Brown Act (Government. Code section 3500 *et seq.*).

## Article 2 – Full Understanding

This Agreement represents the full and complete understanding between the parties, that may not be modified unless by mutual consent in writing.

## Article 3 – Management Rights

The exclusive rights 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 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 of the City functions including, but not limited to, the right to contract for, or subcontract and 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 retain and reserve 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.

#### Article 4 – Union Rights

Employee representatives of Local 3793 are provided reasonable time off without loss of compensation or other benefits when formally meeting with representatives of the public agency on matters within the scope of representation.

The Union has access to interoffice mail, existing bulletin boards, e-mail, and computers in the department employee work areas, for the purpose of posting, transmitting, or distributing notices or announcements that pertain to Union office business. Permission is given with the understanding that no political, inflammatory, or derogative information will be distributed. All usage is subject to the City Computer and E-mail Usage Policy.

#### Article 5 – Wages

##### 5.1 Salary Surveys

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

##### 5.2 Salary Increase

Effective July 1, 2023, all classifications will receive a three and one quarter percent (3.25%) salary increase.

##### 5.3 Wage Reopeners

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

The parties agree to reopen to discuss the City's financial position no later than the end of May 2025 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 2025, unless agreed otherwise.

The parties agree to reopen to discuss the City's financial position no later than the end of May 2026 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 2026, unless agreed otherwise.

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

#### 5.4 Salary Progression

All represented classifications (regular-permanent and limited-term employees) follow the salary step progression and salary schedule for each bargaining unit classification (Exhibit A) regardless of position status, i.e., regular-permanent or limited-term. This provision does not limit the City's ability to hire limited-term employees.

#### 5.5 Fire Prevention

Fire Captains who are routinely and consistently assigned to Fire Prevention will receive Fire Prevention Assignment Premium in the amount of five percent (5.0%) of their base hourly rate.

#### 5.6 Supervisor Premium

Employees routinely and consistently assigned by the Fire Chief or Designee to supervise a shift in the absence of a Fire Captain or Battalion Chief receive Supervisor Premium in the amount of seven and a half percent (7.5%) of their base hourly rate of pay for those hours worked as a supervisor.

#### 5.7 Fire Apparatus Operator Premium

Firefighters routinely and consistently assigned by the Fire Chief or Designee to operate the Fire Apparatus in the absence of a Fire Apparatus Operator receive Special Equipment Operator Premium in the amount of seven and a half percent (7.5%) of their base hourly rate of pay for those hours operating the Fire Apparatus.

#### 5.8 Fire Protection Employees

##### A. FLSA Work Period

All eligible fire protection employees, regardless of rank, are subject to an FLSA work period that is twenty-eight (28) days in length with an FLSA overtime threshold of 212 hours, pursuant to 29 U.S.C. section 207(k).

##### B. Salary Smoothing

Eligible fire protection employees will receive their normal annual salary paid evenly over twenty-six (26) pay periods. Therefore, employees will be paid for one hundred and twelve (112) hours at their straight-time hourly rate of pay on each paycheck and six (6) hours at half (1/2) their FLSA regular rate of pay on each paycheck of the FLSA work period.

### C. Work Schedule

The normal workday begins at 8:00 a.m. and consists of twenty-four (24) consecutive hours. Employees work a “48/96” schedule, meaning two (2) days on duty, followed by four (4) days off-duty.

### D. Overtime

Overtime refers to hours worked that exceed two hundred and twelve (212) hours in the 28-day work period. Overtime hours are paid at a premium rate of time and one-half the FLSA regular rate of pay. All paid time counts towards the calculation of overtime. Overtime must be authorized in advance by the Fire Chief or designee.

### 5.9 Fire Safety Inspectors

Employees who work in excess of forty (40) hours in the designated 7-day work period will receive overtime at the rate of one and a half (1-1/2) times their regular rate of pay. The employee may choose to receive a cash payment or Compensatory Time Off (CTO). An employee may accrue a maximum of one hundred twenty (120) hours of CTO. Upon separation, the employee will receive payment for their remaining CTO hours at their current regular rate of pay.

### 5.10 Bilingual Pay

Effective November 18, 2023, employees who are proficient in speaking a foreign language, as determined by the City, receive bilingual pay in the amount of one-point four percent (1.4%) of their base rate of pay.

## Article 6 - Vacation

### VACATION

Employees accrue vacation as follows:

For 56-hour employees:

| <u>Months of Service</u> | <u>Bi-weekly Accrual</u> | <u>Max Accrual</u> |
|--------------------------|--------------------------|--------------------|
| 0 to 60                  | 6.5 hours                | 370 hours          |
| 60 to 120                | 8.6 hours                | 458 hours          |
| 120 to 180               | 10.2 hours               | 528 hours          |
| 180+                     | 11.1 hours               | 596 hours          |

For 40-hour employees:

| <u>Months of Service</u> | <u>Bi-weekly Accrual</u> | <u>Max Accrual</u> |
|--------------------------|--------------------------|--------------------|
| 0 to 60                  | 4.6 hours                | 264 hours          |
| 60 to 120                | 6.1 hours                | 327 hours          |
| 120 to 180               | 7.3 hours                | 377 hours          |
| 180+                     | 7.9 hours                | 425 hours          |

## Article 7 – Health, Dental, Vision and Life Insurance

### 7.1 Health Plans

#### A. Health Plan Contributions

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

#### B. Employee Contributions

Employee contributions are on a pre-tax basis.

#### C. Cash-in-Lieu

In accordance with the City's current Cash-in-Lieu program, Cash-in-Lieu payments when an employee reduces the level of health care coverage rather than entire coverage as follows:

Employee, who reduces the level of health care coverage 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 a Cash-in-Lieu benefit based upon the lowest cost health plan.

The employee making the election covered above, receives the difference between the Cash-in-Lieu benefit they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.

The Cash-in-Lieu medical insurance payment employees electing to forego health insurance coverage will be based on the below percentage of the current lowest cost health plan:

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

### 7.2 Dental and Vision Plans

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

For each following year, through calendar year 2027, the City will annually evaluate the dental and vision fund excess reserve. The City will make a discretionary determination, that is not subject to bargaining requirements or the grievance process, and then communicate the determination in writing as to whether the City will pay for the enhanced dental/vision benefits set forth above the coming calendar year. In any year when



enhanced benefits are not able to be funded, benefit levels will automatically revert to the levels below.

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

### 7.3 Claims Administrator

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

### 7.4 Life Insurance

The City provides a life insurance benefit of five thousand dollars (\$5,000) for employees covered by this MOU. Dependent life insurance is available to employees. Payment for dependent life insurance is the responsibility of the employee.

### 7.5 Employee Assistance Program

An EAP is provided to employees, spouses, and dependents. The EAP covers six (6) counseling visits per incident with no limit on the number of incidents per year for each employee and their family.

### 7.6 Post Employment Health Benefits

Employees contribute to an RHS plan as determined by the Union.

### 7.7 Tuition Reimbursement

Eligible employees receive tuition reimbursement as outlined in the Rules and Regulations, except as modified herein, will pay for college/university tuition and books based on the following criteria:

- Up to full community and/or state college/university tuition for job-related courses successfully completed.
- Tuition will be paid to a maximum of five thousand dollars (\$5,000) per fiscal year.
- Advance approval of courses before enrollment is required.
- Determination of course eligibility will be made by the Department Head and Human Resources Director. Courses that may be part of a degree program but are not City service related will be considered for reimbursement at fifty percent (50%). Non-City service-related courses

must be approved in advance by the Human Resources Director as part of a pre-approved plan where the employee must declare a degree objective. Work experience courses are not eligible for reimbursement.

- Textbooks related to approved college courses will be paid up to a maximum of one hundred fifty dollars (\$150) per fiscal year.

#### Article 8 - Medical Examination and Wellness Standard Programs

The specific components of the Fire Employee Fitness Program are outlined in the Departmental Policies and Procedures manual. Any injury while exercising off-duty will not be assumed to be job related.

#### Article 9 – Certifications

The City pays the costs associated with obtaining and maintaining special certificates that are required by the City to obtain and maintain as a condition of employment.

The City pays for the California State Fire Marshal Fire Prevention I and the Driver Operator 1A and 1B course. Classes must be scheduled with and approved by the Fire Chief. No overnight travel or lodging is permitted without prior approval by the Fire Chief.

#### Article 10 – Leave Donation Program

The City Rules and Regulations on Catastrophic Illness & Injury Prevention Program effective June 24, 1995 (Exhibit B) remains in effect.

#### Article 11 – Counseling Memorandum

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

#### Article 12 – Floating Holidays

Fire Safety Inspectors I/II receive sixteen (16) hours of floating holiday per fiscal year. If an employee does not use their floating holiday during the fiscal year the holiday will be cashed out on the final check of the fiscal year.

#### Article 13 – Vacation Leave

Vacation must be scheduled in accordance with the department policy and operations manual, and in accordance with the City's Rules and Regulations. Once an employee has selected their first round of vacation days pursuant to the department's policy, the time period of that vacation will be honored regardless of future movements of that employee between shifts, even if this necessitates multiple personnel from the same rank being on vacation on the same day.

## Article 14 – Personal Leave

Two (2) unscheduled vacation days can be requested outside of the yearly vacation bids in accordance with the Fire Department Standard Operating Guidelines, Section 1.04 for unscheduled vacation.

## Article 15 – Shift Trades

Employees may trade shifts with the prior approval of the Fire Chief or designee when the exchange does not interfere with established training schedules or the operation of the department. Employees trading shifts must accept a Shift Trade Agreement.

If the employee agreeing to work the shift calls in sick, those hours will be deducted from the employee's sick leave. The use of sick leave must be in accordance with City Rules. Employees seeking approval for a shift trade must have sufficient sick leave hours available to fulfill the obligation in this Article should they call in sick.

## Article 16 – Shift Bidding

Employees may bid for Station Assignments within their shifts during the second quarter of each calendar year. This process must be completed prior to April 15th of each year. The bidding process is by seniority and by rank on a rotating basis beginning year 2018. Employees wishing to transfer to a different shift may do so provided they: 1. Find a member of equal rank on another shift that agrees to the transfer. 2. Obtain concurrence from their immediate Battalion Chief and approval from the Fire Chief or designee. Administrative Staff reserves the right to place employees on specific billets that will enhance the mission of the department.

## Article 17 – Special Assignments

Hazmat Team – Employees who are routinely and consistently assigned to the Hazmat Team will receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

Tactical EMS – Employees who are routinely and consistently assigned to Tactical EMS will receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

Technical Rescue Team – Employees who are routinely and consistently assigned to the Technical Rescue Team will receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

## Article 18 – Retirement

### 18.1 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).

A "New Member" is defined in Government Code section 7522.04(f) as any of the following:

- 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 qualifying 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 qualifying 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 (6) months, returns to active membership in that system with a new employer.

## 18.2 Fire Safety Member Retirement Formulas

- A. Employees hired before July 1, 2012, receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. These members pay the nine percent (9%) employee contribution on a pre-tax basis.
- B. 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. These members pay the nine percent (9%) employee contribution on a pre-tax basis.
- C. Employees hired after December 31, 2012, who are classified as new members receive the 2.7% at 57 safety CalPERS formula with the three (3) year final average compensation period. These employees pay one-half (1/2) the total normal cost as determined annually by CalPERS on a pre-tax basis.
- D. Retirement plans have the following optional CalPERS retirement benefits:
  - Sick Leave Service Credit
  - 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

## Article 19 – Annual Health Assessments

The Annual Health assessment will at a minimum include, but not necessarily be limited to, the medical tests included in (Exhibit D) of this Agreement. These medical tests remain applicable for the duration of this Agreement.

## Article 20 – Temporary Employees

The City may use Acting Fire Captains; Acting FAO's and replace additional Firefighters with Temporary Firefighters due to a qualifying event as outlined in Section 2.09 (M) of the City of Yuba City Personnel Rules and Regulations or for a Worker's Compensation injury at any time if the absence is anticipated to be or continues for 30 calendar days or more. Temporary Firefighters cannot exceed one (1) per shift or no more than three (3) Temporary Firefighters total (one (1) temporary firefighter per shift). Personnel can work in an "acting position" for a vacant position only for a maximum period of 960 hours.

## Article 21 – Leave Conversion Rates

The parties agree to the following terms related to the conversion of leave hours by employees when they are placed on temporary and permanent assignments (in excess of the first full pay period) within the department.

- A. Conversion from 56-hour to 40-hour work week assignments. Employees temporarily or permanently assigned to staff positions on a 40-hour work week schedule will have all leave usage banks converted using a division factor of 1.4 for each hour available in the leave bank. As an example, a 56-hour employee with 100 hours of annual leave would see their annual leave bank adjusted to 71.43 hours with the employee assigned to a 40-hour work week assignment.

Conversion from 40-hour to 56-hour work week assignments. Employees temporarily or permanently assigned to line positions on a 56-hour work week schedule will have all leave usage banks converted using a multiplier factor of 1.4 for each hour available in the leave bank. As an example, a 40-hour employee with 71.43 hours of annual leave would see their annual leave bank adjusted to 100 hours when the employee is assigned to a 56-hour work week assignment.

- B. Leave accrual and usage rates are applied at the hourly rate used by the employee during the temporary or permanent assignment.
- C. Leave conversion rates are applied to all leave accrual banks provided to the employee by the City.

## Article 22 – Review of Performance Evaluation

In general, performance related issues, that have been previously documented in a performance evaluation, but have not been repeated in subsequent evaluation periods, should not be included in later performance evaluation reports. However, review of overall performance during the entire probationary period may include those items in making a

final recommendation to pass or fail an employee on probationary status. In no performance evaluation, including reference to this section, is subject to appeal of the given procedure. However, employees may request the Director of Human Resources to review a performance evaluation that contains reference to performance-related issues that the employee believes are inconsistent with this section.

#### Article 23 – Grievance Procedure

Grievances involving the application or interpretation of existing Fire Department policies, procedures and rules relating to Emergency Call Back, Overtime, Compensatory Time Off and Unscheduled Vacation may not be pursued beyond the City Manager level. The City Manager's review is considered the final step in the grievance process involving those matters.

#### Article 24 – Notice of Meet and Confer

The City will provide notice to Local 3793 regarding changes in job classifications or policies that fall within the scope of representation under the MMBA. The Union has fifteen (15) days to request a meet and confer.

#### Article 25 – DMV License Examination

Physical examinations for employees who are required to maintain a Class A or B California Driver's License as a job requirement will 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 will 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 26 – Reduction in Pay

It is agreed that for classifications with a single pay rate (no salary steps) that reductions in pay for disciplinary purposes will be made in five percent (5%) increments from the pay rate for the classification. The reduction will be administered through the payroll system without adjustment to the salary schedule.

#### Article 27 – Callback

Employees called back to work will receive either a minimum of two (2) hours at their overtime rate, or if the hours are contiguous to their work shift the actual hours worked at the applicable rate of pay.

#### Article 28 – Limitation on Consecutive Hours Worked

Employees may not work more than ninety-six (96) hours consecutively. Exceptions may be made on a case-by-case basis by the Fire Chief or designee.

ARTICLE 29. TERM OF AGREEMENT

This Memorandum of Understanding is effective July 1, 2023, and remains in full force and effect through June 25, 2027.

Date: Nov 27, 2023

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

City of Yuba City

Local 3793

Diana Langley

Diana Langley (Nov 27, 2023 11:55 PST)

Diana Langley, City Manager

Kevin Kennedy

KEVIN KENNEDY (Aug 5, 2023 09:11 PDT)

Kevin Kennedy, President

Michael W. Jarvis

Brett M. Geyer

Brett M. Geyer (Jul 31, 2023 18:54 PDT)

Michael W. Jarvis,  
Liebert Cassidy Whitmore

Brett Geyer

zachary jones

zachary jones (Aug 1, 2023 15:36 PDT)

Zach Jones

John Coburn

John Coburn,  
Mastagni Holstedt

**Exhibit A – Salary schedule**



10/26/2023 3:14 PM

**FIRE DEPARTMENT CLASSIFICATIONS CALCULATED ON A 40 HOUR WORK WEEK:**

| JCN  | CLASSIFICATION            | Bargaining Group | SALARY STEPS |       |       |        |        |
|------|---------------------------|------------------|--------------|-------|-------|--------|--------|
|      |                           |                  | 1            | 2     | 3     | 4      | 5      |
| 3250 | FIRE CAPTAIN              | FIRE             | 8,976        | 9,425 | 9,896 | 10,391 | 10,910 |
| 3210 | FIRE RECRUIT              | FIRE             | 51.78        | 54.38 | 57.09 | 59.95  | 62.94  |
| 3220 | FIREFIGHTER I             | FIRE             |              |       |       |        | 29.49  |
| 3230 | FIREFIGHTER II            | FIRE             |              |       |       |        | 5,669  |
| 3240 | FIRE - APPARATUS OPERATOR | FIRE             |              |       |       | 9,076  | 8,654  |
|      |                           |                  |              |       |       | 52.36  | 49,93  |
|      |                           |                  |              |       |       |        | 54.98  |

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

MOU Article 5.10 - Bilingual Pay - effective November 18, 2023

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

**MOU Article 17 - Special Assignments**

Employees who are routinely and consistently assigned to Special Assignments will receive an additional percentage of their base hourly rate.

|                       |      |
|-----------------------|------|
| Hazmat Team           | 2.5% |
| Tactical EMS          | 2.5% |
| Technical Rescue Team | 2.5% |

\*\* Indicates classifications whose hourly rates are computed on the basis of an average 56 hour duty week.

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

**Fire Association**

| JCN    | CLASSIFICATION           | Bargaining Group | SALARY STEPS |       |       |        |        |         |
|--------|--------------------------|------------------|--------------|-------|-------|--------|--------|---------|
|        |                          |                  | 1            | 2     | 3     | 4      | 5      |         |
| 3110** | FIRE RECRUIT             | FIRE             | -            | -     | -     | -      | 5,111  | Monthly |
|        |                          |                  | -            | -     | -     | -      | 21.06  | Hourly  |
| 3120** | FIREFIGHTER I            | FIRE             | -            | -     | -     | -      | 5,669  | Monthly |
|        |                          |                  | -            | -     | -     | -      | 23.36  | Hourly  |
| 3130** | FIREFIGHTER II           | FIRE             | -            | -     | -     | -      | 8,654  | Monthly |
|        |                          |                  | -            | -     | -     | -      | 35.66  | Hourly  |
| 3140** | FIRE APPARATUS OPERATOR  | FIRE             | -            | -     | -     | 9,076  | 9,530  | Monthly |
|        |                          |                  | -            | -     | -     | 37.40  | 39.27  | Hourly  |
| 3150** | FIRE CAPTAIN             | FIRE             | 8,976        | 9,425 | 9,896 | 10,391 | 10,910 | Monthly |
|        |                          |                  | 36.99        | 38.84 | 40.78 | 42.82  | 44.96  | Hourly  |
| 3160   | FIRE SAFETY INSPECTOR I  | FIRE             | 6,032        | 6,334 | 6,651 | 6,984  | 7,333  | Monthly |
|        |                          |                  | 34.80        | 36.54 | 38.37 | 40.29  | 42.30  | Hourly  |
| 3170   | FIRE SAFETY INSPECTOR II | FIRE             | 6,730        | 7,066 | 7,419 | 7,790  | 8,179  | Monthly |
|        |                          |                  | 38.83        | 40.77 | 42.80 | 44.94  | 47.19  | Hourly  |

## Exhibit "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 must submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources will review requests. Each request is 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 will be in favor of the employee.

The decision of the labor-management committee is final and binding and is not 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 Family Care Leave (Human Resources Rule 2.11 (D)) are 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.

## Exhibit "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 may be issued in a standard form used by the City. A copy of the counseling memo may 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 may 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.

Exhibit "D" – Medical Tests

| YC Firefighter PE components   |                                     | Frequency           |
|--------------------------------|-------------------------------------|---------------------|
| Respiratory Protection         |                                     | Annual              |
| Asbestos Questionnaire         |                                     | Annual              |
| Latex Allergy Screening        |                                     | Annual              |
| TB Questionnaire               | *only if prior positive PPD         | Annual              |
| Ancillary Testing              |                                     | Annual              |
|                                | Complete Blood Count                | Annual              |
|                                | Chemistry Panel                     | Annual              |
|                                | Urinalysis (dipstick)               | Annual              |
|                                | TB screening (PPD)                  | Annual              |
|                                | QuantiFERON Gold                    | if current PPD +    |
|                                | Cholinesterase (Plasma & RBC)       | Annual              |
| Pulmonary Function Testing     |                                     |                     |
|                                | Spirometry (PFT)                    | Annual              |
| Immunizations/Vaccines         |                                     |                     |
|                                | Tetanus (TDaP)                      | 10 Year Boosters    |
|                                | Flu Vaccine                         | Annual              |
|                                | Hepatitis B Vaccine-each (series of | Once if no immunity |
|                                | Hepatitis A Vaccine                 | Once if no immunity |
|                                | MMR Vaccine                         | Once if no immunity |
| Titers for Immunity            |                                     |                     |
|                                | Hepatitis A/B Titers                | Once                |
|                                | MMR & Varicella Titers              | Once                |
| Medical Examination            |                                     |                     |
| Medical History Questionnaire  |                                     | Annual              |
| Provider Exam with test review |                                     | Annual              |
| Vision Testing                 |                                     | Annual              |
| Hearing Testing                |                                     | Annual              |
| Stress Treadmill (HazMat)      |                                     | 3 Years             |

## Exhibit "E" – Allocation of Specified Accrued but Unused Leave

The Employer will make mandatory contributions of accrued leave as follows:

One time only, at time of separation from employment ONLY.

The City agrees to provide the PERS Sick Leave Conversion benefit which allows employees to convert their remaining sick leave accrual balance to additional PERS retirement service credit.

Upon retirement from City service, an employee's unused sick leave balance shall be converted to CalPERS service credit in accordance with PERS policy and subject to the following terms:

- The amount of eligible sick leave balance shall be determined in accordance with applicable MOU and City Rules and Regulations.
- Classic Members: If the conversion of a classic member's eligible unused sick leave to CalPERS service credit would result in service credit in excess of the 90% ceiling for local safety members, only the amount of unused sick leave needed to reach the 90% ceiling will be certified to CalPERS.
- PEPRA Members: The amount of unused sick leave balance converted to CalPERS service credit for each PEPRA member shall be limited to the lesser of:  
(i) his or her balance of unused sick leave, or (ii) the equivalent of one year of CalPERS service credit.

After the allocation to CalPERS service credit or, in the case of an employee that does not retire from City service, upon separation from employment, 50% of the eligible and remaining sick leave balance (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) shall be converted into a contribution to the City's RHS plan. The eligible and remaining sick leave balance (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) after the mandatory allocation to the RHS Plan shall be contributed on a mandatory basis for the benefit of the employee to the City's 457(b) plan by the City subject to the annual limitations on contributions to the plan, including catch up contribution limits if applicable. The eligible and remaining sick leave balance (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) after the mandatory allocation to the RHS plan and the 457(b) plan, shall be paid out to the employee in taxable compensation; provided that the total amount allocated to the RHS plan, 457(b) plan and paid as taxable compensation does not exceed the applicable limits as set forth in the MOU.

All other leave including vacation time, administrative leave and/or comp time ("Other Leave") is ineligible for conversion to CalPERS service credit. Upon separation from employment, including retirement, 50% of eligible Other Leave (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) shall

be converted into a contribution to the City's RHS plan. The eligible and remaining Other Leave (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) after the mandatory allocation to the RHS Plan shall be contributed on a mandatory basis for the benefit of the employee to the City's 457(b) plan by the City subject to the annual limitations on contributions to the plan, including catch up contribution limits if applicable. The eligible and remaining sick leave balance (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) after the mandatory allocation to the RHS plan and the 457(b) plan, shall be paid out to the employee in taxable compensation; provided that the total amount allocated to the RHS plan, 457(b) and paid as taxable compensation does not exceed the applicable limits as set forth in the MOU.

**Example 1:** An employee classified as a "classic member" has 2200 hours of accrued sick leave and 300 hours of accrued vacation hours and needs only one year of CalPERS service credit (2000 hours) to reach the 90% ceiling for local safety members. In this case, 2000 hours will be certified to CalPERS by the City for conversion to CalPERS service credit. This would leave 200 hours from the original balance. If the employee is subject to the 50% limit of total accrued sick leave based on their MOU and length of service, the employee would only have 1100 sick leave hours eligible for allocation subject to a lesser amount remaining after the mandatory conversion to CalPERS service credit. In this case, the lesser figure is the 200 sick leave hours remaining after the mandatory conversion to CalPERS service credit. As such, only 200 sick leave hours are considered "eligible and remaining". Of these 200 sick leave hours, 50% or 100 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 100 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

The 300 hours of remaining vacation would also be subject to this provision. The employee is eligible for 100% of their vacation hours. Their "eligible and remaining" vacation time for distribution would be 300 hours. 50% or 150 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 150 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

**Example 2:** An employee classified as a "classic member" has 4000 hours of accrued sick leave and 300 hours of accrued vacation hours and needs only one year of CalPERS service credit (2000 hours) to reach the 90% ceiling for local safety members. In this case, 2000 hours will be certified to CalPERS by the City for conversion to CalPERS service credit. This would leave 2000 hours from the original balance. If the employee is subject to the 30% limit of total accrued sick leave based on their MOU and length of service, the employee would only have 1200 sick leave hours eligible for allocation subject to a lesser amount remaining after the mandatory conversion to CalPERS service credit. In this case, the lesser figure is the 1200 sick leave hours resulting from application of the 30% limit. As such, only 1200 sick leave hours are considered "eligible and remaining". Of these 1200 sick leave hours, 50% or 600 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 600 hours would be

contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

The 300 hours of remaining vacation would also be subject to this provision. The employee is eligible for 100% of their vacation hours. Their "eligible and remaining" vacation time for distribution would be 300 hours. 50% or 150 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 150 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

**Example 3:** An employee classified as a "classic member" has 2000 hours of accrued sick leave and 300 hours of accrued vacation hours and needs only one year of CalPERS service credit (2000 hours) to reach the 90% ceiling for local safety members. In this case, 2000 hours will be certified to CalPERS by the City for conversion to CalPERS service credit. Since all accrued sick leave has been used, no further allocations are made.

The 300 hours of remaining vacation would also be subject to this provision. The employee is eligible for 100% of their vacation hours. Their "eligible and remaining" vacation time for distribution would be 300 hours. 50% or 150 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 150 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

**Example 4:** An employee (classic or PEPRA) has 2500 hours of accrued sick leave and 300 hours of accrued vacation hours but is separating from service to work for another agency rather than retiring from City service. This employee is not eligible for the sick leave conversion benefit because he or she is not retiring from City service. If the employee is subject to the 50% limit of total accrued sick leave based on their MOU and length of service, the employee would only have 1250 sick leave hours eligible for allocation. As such, only 1250 sick leave hours are considered "eligible and remaining". Of these 1250 sick leave hours, 50% or 625 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 625 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

The 300 hours of remaining vacation would also be subject to this provision. The employee is eligible for 100% of their vacation hours. Their "eligible and remaining" vacation time for distribution would be 300 hours. 50% or 150 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 150 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

**Example 5:** An employee classified as a "PEPRA member" has 2500 hours of accrued sick leave and 300 hours of accrued vacation hours. In this case, 2000 hours (the



equivalent of one year of service credit) will be certified to CalPERS by the City for conversion to CalPERS service credit. This would leave 500 hours from the original balance. If the employee is subject to the **30%** limit of total accrued sick leave based on their MOU and length of service, the employee would only have 750 sick leave hours eligible for allocation subject to a lesser amount remaining after the mandatory conversion to CalPERS service credit. In this case, the lesser figure is the 500 sick leave hours remaining after the allocation to CalPERS service credit. As such, only 500 sick leave hours are considered "eligible and remaining". Of these 500 sick leave hours, 50% or 250 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 250 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

The 300 hours of remaining vacation would also be subject to this provision. The employee is eligible for 100% of their vacation hours. Their "eligible and remaining" vacation time for distribution would be 300 hours. 50% or 150 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 150 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.