

Memorandum of Understanding

Between

The City of Yuba City

And

Police First Level Managers



July 1, 2023, through June 26, 2026

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Preamble

This agreement between the City of Yuba City (City) and the Yuba City Police Officers Association (POA), is to promote the 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

2.1 Management Rights

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

2.2 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

3.1 Salary Increase

Effective July 1, 2023, all classifications receive a three percent (3.0%) salary increase.

3.2 Wage Reopeners

The parties will 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 will discuss the City's financial position no later than the end of May 2025, on the issue of 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 July 2025, unless agreed otherwise.

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

3.3 Salary Surveys

Salary Surveys include only the following Comparable Agencies, City of Chico, City of Lincoln, City of Rocklin, City of West Sacramento, City of Woodland, County of Sutter, and County of Yuba, and will use only the following compensation data: top Step Salary; Education Benefits (maximum); POST 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.

Article 4 – Overtime

4.1 Sworn Overtime

Employees required to work in excess of their schedule (77, 80, or 86 hours) receive overtime at time-and-a-half of their regular rate of pay. Paid time counts as hours worked towards the calculation of overtime.

4.2 Non-Sworn Overtime

Employees required to work in excess of forty (40) hours in the work period receive overtime at time-and-a-half an employee's regular rate of pay. Paid time counts as hours worked towards the calculation of overtime.

4.3 Compensatory Time Off

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

Article 5 – Incentives

5.1 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.

5.2 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.

5.3 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 Certificate.

or

- Five percent (5.0%) of their base hourly rate of pay for a POST Dispatch Supervisor Certificate.

5.4 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.

5.5 Call-Back Pay

Employees called back to work will receive two (2) hours of overtime for each call-back. If separate call-backs overlap within a two (2) hour period, the employee will be paid for

one (1) call-back. The call-back is payable even if the employee's call-back is canceled. Any overtime earned under this section does not count towards hours worked for the purpose of calculating overtime.

If the return to work is contiguous with the employee's scheduled shift and the employee is provided with a minimum of four (4) hours advance notice, the employee will not be paid call-back pay.

5.6 On-Call Pay

Employees who are assigned to on-call receive standby pay in the amount of two dollars and forty-five cents (\$2.45) per hour.

5.7 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 is allowed to use vacation or accumulated compensatory time to make up the difference. Vacation or accumulated compensatory time so used is considered as in pay status.

5.8 Uniform Allowance

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

5.9 Temporary Upgrade Pay

Employees assigned by the Police Chief or designee to work and perform the duties of a higher classification (Temporary Upgrade Pay) receive the rate of pay the employee would have received if promoted, but not less than five percent (5.0%) not to exceed the top step of the salary schedule.

5.10 Supervisor Premium

Employees who are routinely and consistently assigned by the Police Chief or designee to supervise or lead a shift in the absence of a supervisor or lead will receive Supervisor Premium in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor or lead.

5.11 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.

5.12 Traffic Pay

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

5.13 Field Training Officer

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

5.14 Tuition Reimbursement

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

5.15 Vacation Accrual Rates

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

Article 6 - Holidays

6.1 Holidays Observed

- 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

6.2 Holiday-in-Lieu

In lieu of time off for holidays and holiday pay, employees assigned to regular patrol shifts and dispatcher supervisor(s) receive straight time pay for 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.

Article 7 - Public Employees Retirement System

7.1 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.

7.2 Safety Retirement Formulas

- A. Employees hired prior to December 16, 1989, receive the three percent (3%) at fifty (50) safety CalPERS formula with the one (1) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports 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.
- B. Employees hired between December 16, 1989, and July 1, 2012, receive the three percent (3%) at fifty (50) safety CalPERS formula with the three (3) year final average compensation period. The City pays one hundred (100%) of the employee's contribution to CalPERS and reports 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.
- 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 one hundred (100%) of the employee's contribution to CalPERS and reports 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 employees 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 five-hundred-dollar (\$500) Lump Sum
- Survivor Allowance (PRSA)
- Three percent (3%) Retirement COLA

7.3 Miscellaneous Retirement Formulas

A. Employees hired before August 2, 1991, receive the two-point seven percent (2.7%) at fifty-five (55) miscellaneous CalPERS formula with the one (1) year final average compensation period. The City pays one hundred (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay 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 two-point seven (2.7%) at fifty-five (55) miscellaneous CalPERS formula with the three (3) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports 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 two percent (2%) at fifty-five (55) miscellaneous CalPERS formula with the three (3) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay 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 two percent (2%) at sixty-two (62) miscellaneous CalPERS formula with the three (3) year 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 five-hundred-dollar (\$500) lump sum
 - Survivor Allowance (PRSA)
 - Three percent (3%) Retirement COLA

Article 8 - Insurances

8.1 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 eighty percent (80%) of the 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 coverage as follows:

- Employees who reduce the level of health care coverage that they are entitled to, i.e., from full family coverage to employee plus one, or employee-only

coverage, or from employee plus one to employee-only coverage, are entitled to a Cash-in-Lieu. Cash-in-Lieu is based upon the PORAC health plan.

The employee making the election above receives the difference between the Cash-in-Lieu 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 by providing proof of alternative group health coverage through another employer is based on the below percentages of the PORAC health plan:

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

8.2 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.

8.3 Life Insurance

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

8.4 Flexible Spending Account

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical, dental, and vision expenses, deductibles, and co-payments.

8.5 Dependent Care Spending Plan

Employees may contribute to a Dependent Care Spending Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

8.6 Employee Assistance Program (EAP)

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

8.7 Retiree Health Savings Account (RHSA)

Effective July 1, 2023, the City contributes point three four percent (0.34%) of the employee's base rate of pay into their RHSA. Employees contribute twenty-five dollars (\$25.00) per pay period. Employees will have twenty (20) hours of their vacation converted to cash and deposited into their RHSA annually during the month of June. Upon separation, employees will have one hundred (100) hours of vacation converted to cash and deposited into their RHSA. Employer contributions are fully vested. The POA may increase employee contributions annually in November for the following year.

Article 9 – Work Schedules

9.1 FLSA Work Period

Safety 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 one hundred seventy-one (171) hours, pursuant to 29 U.S.C. section 207(k).

9.2 Patrol

Sworn patrol staff work a (fourteen) (14) day pay period consisting of 4-11s/3-11s schedule work weeks. An additional nine (9) hour shift will occur approximately every third (3rd) pay 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 thirty (30) days prior to implementation.

9.3 Dispatcher Schedules

Dispatchers work four consecutive ten (10) hour shifts during the 7-day work period. Assigned work schedules may be changed at the sole discretion of the Police Chief, subject to written notice to the POA for an opportunity to meet and discuss no less than 30 days prior to implementation.

9.4 Non-Sworn Schedules

Non-sworn may be assigned to any of the following schedules 9/80, 5/8, or 4/10 work schedules that result in forty (40) hours of work during the seven (7) day work period.

Article 10 – Deferred Compensation

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

Article 11 – 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 12 – Leave Donation Program

The City currently facilitates a Leave Donation Program to assist employees dealing with catastrophic illnesses or injury. While an employee is utilizing any 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 thirty (30) calendar days of catastrophic leave.

Article 13 – Counseling Memorandum

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

Article 14 – Term of Agreement

The term of this agreement is July 1, 2023, through June 26, 2026.

Date: Dec 11, 2023

Date: Nov 29, 2023

City of Yuba City

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

Diana Langley

Diana Langley (Dec 11, 2023 09:59 PST)

Diana Langley, City Manager

Timothy K. Talbot

Timothy K. Talbot (Nov 28, 2023 15:39 PST)

Timothy K. Talbot,
Rains Lucia Stern

Michael W. Jarvis

Michael W. Jarvis,
Liebert Cassidy Whitmore

Brian Thornton

Brian Thornton (Nov 29, 2023 10:27 PST)

Brian Thornton

Appendix "A" - Salary Schedule

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

Police First Level Managers

JCN	CLASSIFICATION	Bargaining Group	1	2	SALARY STEPS	4	5	
6100*	POLICE SERGEANT	PFLM	7,573 43.69	7,952 45.88	8,350 48.17	8,768 50.58	9,206 53.11	Monthly Hourly
6106	POLICE RECORDS SUPERVISOR	PFLM	4,773 27.54	5,012 28.92	5,263 30.36	5,526 31.88	5,802 33.47	Monthly Hourly
6035	COMMUNICATIONS CENTER SUPERVISOR	PFLM	6,472 37.34	6,796 39.21	7,136 41.17	7,493 43.23	7,867 45.39	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 5.1 - 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 5.2 & 5.3 - Education Incentive

Education Incentive Pay shall be base pay cumulative but not compounded

Sworn personnel shall have a 12.7% cap

Associate Degree	2.50%
Bachelor Degree	7.50%
POST Intermediate Cert	2.50%
POST Advanced Cert	7.50%
POST Supervisory Cert	5.20%

Non-sworn personnel

Associate Degree	2.50%
Bachelor Degree	5.00%
POST Public Safety Dispatch Adv	2.50%
POST Dispatch Supervisor	5.00%

MOU Article 5.4 - Bilingual Pay

Police First Level Managers who are certified as bilingual will receive a bilingual pay incentive 1.4% of their base hourly rate:

MOU Article 6.2 - Holiday Pay

In lieu of time off for holidays and holiday pay, officers assigned to regular patrol shifts and public safety dispatchers receive straight time pay for 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.

MOU Article 5.12 & 5.13 - 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 5.11 - 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
PMM - Police Mid Managers
PFLM - Police First Level Managers

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

Police First Level Managers

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9	
6406	POLICE RECORDS SUPERVISOR	PFLM	4,773	4,893	5,012	5,138	5,263	5,395	5,526	5,664	5,802	Monthly
			27.54	28.23	28.92	29.64	30.36	31.13	31.88	32.68	33.47	Hourly
6435	COMMUNICATIONS CENTER SUPERVISOR	PFLM	6,472	6,634	6,796	6,966	7,136	7,315	7,493	7,680	7,867	Monthly
			37.34	38.27	39.21	40.19	41.17	42.20	43.23	44.31	45.39	Hourly

Pensionable Compensation for New Members (PEPRA)

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15 years	5.00%
20 years	7.50%

MOU Article 5.2 & 5.3 - Education Incentive

Education Incentive Pay shall be base pay cumulative but not compounded

Sworn personnel shall have a 12.7% cap

Associate Degree	2.50%
Bachelor Degree	7.50%
POST Intermediate Cert	2.50%
POST Advanced Cert	7.50%
POST Supervisory Cert	5.20%

Non-sworn personnel

Associate Degree	2.50%
Bachelor Degree	5.00%
POST Public Safety Dispatch Adv	2.50%
POST Dispatch Supervisor	5.00%

MOU Article 5.4 - Bilingual Pay

Police First Level Managers who are certified as bilingual will receive a bilingual pay incentive 1.4% of their base hourly rate:

MOU Article 6.2 - Holiday Pay

In lieu of time off for holidays and holiday pay, officers assigned to regular patrol shifts and public safety dispatchers receive straight time pay for 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.

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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
PMM - Police Mid Managers
PFLM - Police First Level Managers

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 must submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources reviews the 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 made 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)) will 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, accumulated leave hours (vacation, sick leave, CTO) 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 will be issued in a standard form used by the City. A copy of the counseling memo will be given to the employee and a copy is to 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 are to 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 is not 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 is not to 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.