

Memorandum of Understanding

Between

The City of Yuba City

And

The Police Mid-Managers (PMM)



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 Mid-Managers (PMM) is to promote the 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

2.1 Salary Schedules

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

2.2 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.

2.3 Deferred Compensation

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

2.4 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.

Article 3 - Incentives

3.1 Uniform Allowance

Employees are required to wear a uniform and receive a uniform allowance in the amount of thirty-four dollars and sixty-two cents (\$34.62) per pay period.

3.2 Longevity

Employees receive longevity pay as follows:

- Upon completion of fifteen (15) years of service with the City, the employee receives two and one-half percent (2.5%) of their base hourly rate of pay.
- Upon completion of twenty (20) years of service with the City, the employee receives an additional one and three-quarter percent (1.75%) of their base hourly rate of pay.

3.3 Education Incentive

Employees who possess a Master's Degree, or who have successfully completed the FBI National Academy receive an education incentive of two and a half percent (2.5%) of their base salary. The maximum education incentive is two and a half percent (2.5%).

3.4 Bilingual Pay

Employees who are proficient in speaking a foreign language as determined by the City receive bilingual pay incentive in the amount of one point four percent (1.4%) of their base rate of pay.

3.5 Tuition Reimbursement

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

Article 4 – Work Schedules

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

Article 5 – Retirement

5.1 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.

5.2 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 member 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 percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the member 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 percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the member 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 members 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

5.3 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 member contributions to CalPERS as additional compensation for retirement purposes only. These members 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 member contributions to CalPERS as additional compensation for retirement purposes only. These members pay 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 two percent (2%) at fifty-five (55) miscellaneous 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 report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members 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 dollars (\$500) lump sum
 - Survivor Allowance (PRSA)
 - Three percent (3%) Retirement COLA

Article 6 - Insurances

6.1 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.

6.2 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, 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%

6.3 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.

6.4 Life Insurance

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

6.5 Retiree Health Savings Account (RHSA)

Employees contribute fifty dollars (\$50.00) per pay period. Annually in June the City will convert twenty (20) hours of accrued vacation (or the employees' full accrued balance if below 20 hours) to cash and deposit the money into the employees RHSA. Upon separation, employees will have one hundred (100) hours of vacation converted to cash and deposited into their RHSA.

The PMM may increase employee contributions annually in November for the following year.

6.6 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, 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.

6.7 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.

6.8 Dependent Care Spending Program

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

Article 7 - Vacation

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 8 – Administrative Leave

8.1 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 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 leave subject to the approval of their Department Head, except that leave cannot be used prior to separation of employment to delay the separation date.

8.2 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.

8.3 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.

8.4 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 – Reimbursement for Excess Hours

9.1 Reimbursable Excess Hours

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

9.2 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.

9.3 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 working on a special assignment approved by their Department Head.

9.4 Retention by the City

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

Article 10 – Miscellaneous

10.1 Counseling Memorandum

The attached policy on Counseling Memos (Appendix “B”) remains in effect.

10.2 Separation Rate of Pay

Pursuant to state law, existing City policy, and the LOU, various accrued paid leave hours are paid out to an employee at separation from City employment (including vacation,

administrative leave, and some sick leave, to the extent permitted in the City's Rules and Regulations). The parties agree that, effective April 20, 2021, the separation rate of pay for payouts are the employee's hourly rate (as listed in the then-current publicly available salary schedule) plus the applicable education incentive for which the employee qualifies under this LOU at the time of separation.

Article 11 – Term of Agreement

The term of this Agreement is July 1, 2023, through June 26, 2026. This Agreement may not be modified without the written agreement of both parties.

Date: Nov 27, 2023

Date: Oct 13, 2023

City of Yuba City

Police Mid-Managers

Diana Langley
Diana Langley (Nov 27, 2023 11:53 PST)
Diana Langely,
City Manager

Timothy K. Talbot
Timothy K. Talbot (Oct 13, 2023 15:51 PDT)
Timothy K. Talbot,
Rains Lucia Stern

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

Sam Escherman
Sam Escherman (Oct 13, 2023 09:57 PDT)
Sam Escherman

Appendix "A" - Salary Schedules

10/23/2023 5:35 PM

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

Police Mid-Managers

CLASSIFICATION	Group	SALARY STEPS					
		1	2	3	4	5	
7010* ADMINISTRATIVE MANAGER	Police MM	8,655	9,088	9,542	10,019	10,520	Monthly
		49.93	52.43	55.05	57.80	60.69	Hourly
7180* ASSISTANT POLICE CHIEF	Police MM	12,541	13,168	13,826	14,517	15,243	Monthly
		72.35	75.97	79.77	83.75	87.94	Hourly
7150* POLICE COMMANDER	Police MM	11,944	12,541	13,168	13,826	14,517	Monthly
		68.91	72.35	75.97	79.77	83.75	Hourly
7111* POLICE LIEUTENANT	Police MM	10,638	11,170	11,728	12,314	12,930	Monthly
		61.37	64.44	67.66	71.04	74.60	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 3.2 - Longevity Pay (Cumulative but not compounded)
Upon completion of service with the City of Yuba City:

15 years 2.50%
20 years 1.75%

MOU Article 3.3 - 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.

MOU Article 3.4 - Bilingual Pay

Police Mid-Manager employees who are certified as bilingual will receive a bilingual pay incentive 1.4% of their base hourly rate::

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

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	PMM - Police Mid Managers
FM - Fire Management	PFLM - Police First Level Managers

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

Police Mid-Managers

CLASSIFICATION	Group	SALARY STEPS									
		1	2	3	4	5	6	7	8	9	
7410* ADMINISTRATIVE MANAGER	Police MM	8,655	8,872	9,088	9,315	9,542	9,781	10,019	10,270	10,520	Monthly Hourly
		49.93	51.18	52.43	53.74	55.05	56.43	57.80	59.25	60.69	

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15 years 2.50%

20 years 1.75%

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* 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

PMM - Police Mid Managers

PFLM - Police First Level Managers

Appendix "B" — 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 are issued in a standard form used by the City. A copy of the counseling memo will be given to the employee and a copy will 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 will 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 will 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 will 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.