

Memorandum of Understanding

Between

The City of Yuba City

And

The Yuba City Police Officers' Association



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.

Article 1 – Recognition

The City recognizes the POA as the exclusive representative for full-time and regular part-time employees in the classifications in Appendix “A” – Recognition as amended.

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 Schedules

Police Officers and Dispatchers are on a five (5) step salary schedule.

Non-sworn employees hired before March 3, 2018, are on a five (5) step salary schedule. All other non-sworn employees (hired after March 2, 2018) are on a nine (9) step salary schedule. The 9-step salary schedule has both the first step and the last step the same as the 5-step salary schedule. The Salary schedules are attached as Appendix “A” Salary Schedules.

3.2 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.

3.3 Salary Increase

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

3.4 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 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 their regular rate of pay. Paid time counts as hours worked towards the calculation of overtime.

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

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 (CTO)

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

Article 5 – Incentives

5.1 Uniform Allowance

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

5.2 Longevity

Employees receive longevity pay as follows:

- Upon completion of ten (10) years of service with City, the employee receives longevity pay in the amount of two and one-half percent (2.5%) 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.

5.3 Sworn Educational Incentive

Employees who possess an Associate's degree receive two and a half percent (2.5%) of their base hourly rate of pay.

or

Employees who possess a Bachelor's degree receive seven and a half percent (7.5%) of their base hourly rate of pay.

and

Employees who possess a POST Intermediate Certificate receive two and a half percent (2.5%) of their base hourly rate of pay.

or

Employees who possess a POST Advanced Certificate receive ten percent (10.0%) of their base hourly rate of pay.

Degrees must be from a regionally accredited institution. The maximum Sworn Education Incentive for employees who do not possess a POST Advanced Certificate is seven and a half percent (7.5%). The maximum Sworn Education Incentive for employees who possess a POST Advanced Certificate is ten percent (10.0%).

5.4 Non-Sworn Educational Incentive

Employees who possess an Associate's degree receive two and a half percent (2.5%) of their base hourly rate of pay.

or

Employees who possess a Bachelor's degree receive five percent (5.0%) of their base hourly rate of pay.

Degrees must be from a regionally accredited institution.

5.5 Dispatcher POST Incentive

Dispatchers who possess a POST Public Safety Dispatch Intermediate Certificate receive two and a half percent (2.5%) of their base hourly rate of pay.

Dispatchers who possess a POST Public Safety Dispatch Advanced Certificate receive two and a half percent (2.5%) of their base hourly rate of pay.

The Cumulative Maximum for any combination of POST and education incentive pay for Dispatchers is seven and a half percent (7.5%).

5.6 Bilingual Pay

Effective November 18, 2023, sworn 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 hourly rate of pay.

Effective November 18, 2023, non-sworn employees who are proficient in speaking a foreign, as determined by the City, receive bilingual pay in the amount of two and a quarter percent (2.25%) of their base hourly rate of pay.

5.7 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.

5.8 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.

5.9 Temporary Upgrade Pay

Employees assigned by the Police Chief or designee to work and perform the duties of a high 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 Court Pay

Court time is defined as that period when an employee is required to appear in court as part of the performance of their normal duties on a day when the employee would not otherwise be scheduled to work. Court time is compensated for only when the employee is required to appear in court in connection with their duties at a time when they are not otherwise scheduled to be working. An employee is not granted court time during the same period that callback time is compensable. Employees receive a minimum of three (3) hours of pay at time and a half of their regular rate of pay or the actual amount of time that the employee is required to appear in court, whichever is greater. Any overtime earned under this section will not count towards hours worked for the purpose of calculating overtime.

It is not the policy of the City to use officers who have been called for court time during off-duty hours for other than court appearance work unless operational needs require.

5.11 Tuition Reimbursement

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

Article 6 – Special Assignments

6.1 Homeless Liaison Premium

Police Officers who are routinely and consistently assigned as a liaison between the unhoused population, advocacy groups, and the Police Department receive Police Liaison Premium in the amount of five percent (5.0%) of their base hourly rate of pay for the duration of the assignment.

6.2 Detective Assignment

A. Detective Premium

Police Officer's assigned to the Investigation Division or NET Unit receive Detective Premium in the amount of seven and one-half (7.5) percent of their base hourly rate of pay for the period of the temporary assignment.

B. Detective On-Call Pay

Detectives who are assigned to on-call status receive standby pay of \$2.45 per hour.

C. Detective Rotation

Police Officers are assigned to the detective division or NET-5 task force on a rotational assignment basis. Officers serve a term of two (2) to five (5) years in length.

Officers assigned on a rotational basis will be appointed at the sole discretion of the Chief of Police. Officers will rotate back to their original positions upon termination of the rotational assignment. Officers may be reconsidered for reappointment for another rotational assignment. Officers will not have permanent tenure in such positions and agree not to claim permanent tenure at the termination of the rotational assignment.

D. Detective Assignment Process

The process used to rotate the officer from the assignment with a term of up to five (5) year is as follows:

- 1) If the currently assigned officer is interested in reappointment, this officer will have first consideration for reappointment. The Police Chief retains sole discretion in determining whether or not reappointment will be made.
- 2) If reappointment is not made, other department personnel qualified for the position may submit their names to the Police Chief for consideration of appointment. Such personnel may include those currently assigned to a two-year rotation term of assignment. The Police Chief retains sole discretion in selecting an officer for the five-year rotation term assignment.

6.3 Traffic Assignment

Police Officers regularly assigned to the Traffic Division (motorcycle) receive a Motorcycle Premium in the amount of five percent (5.0%) of their base hourly rate of pay for the period of the assignment.

6.4 School Resource Office (SRO)

School-based assignments are defined as the School Resource Officer.

A. SRO Procedure

SRO assignments are made in accordance with departmental procedure and may be revised at the sole discretion of the Police Chief based on operational need.

B. SRO Work Schedule

The work schedule for SROs will be determined by the Police Chief in conjunction with the school session schedule.

C. End of Year Break (School)

SROs are allowed to take the end-of-year break off, in conjunction with their holiday schedule, subject to the following:

- a. Officers may be assigned to work due to the operational needs of the department requiring staffing.

- b. If work time is assigned during the break, no additional compensation will be paid beyond the normal compensation that would be due if the officer was on duty.
- c. Determination of whether the officer(s) will receive the end-of-year school break as time off or instead be scheduled to work will be at the sole discretion of the Police Chief.
- d. The time off during this break must utilize the end-of-year and New Year's Day holidays and the day of before one of these holidays, as specified in Rules § 2.10 (B).
- e. During the summer recess period, holidays for SROs will be issued in accordance with Rules § 2.10 (B).

D. Revision to SRO Program

Should the school-based programs be revised in any way, the terms of this provision are not binding. Impacts of the school-based program affecting compensation, hours, and working conditions will be subject to the meet and confer process.

6.5 Training Pay

Community Service Officers and Dispatchers IIs designated as Field Training Officers by the Police Chief receive Training Premium in the amount of five percent (5.0%) of their base hourly rate of pay on an hour per hour bases while training other Community Service Officers or Dispatchers under the department's designated training program.

Police Officers assigned as Field Training Officers by the Police Chief receive Training Premium in the amount of five percent (5.0%) of their base hourly rate of pay.

6.6 Canine Pay

- A. Hours Worked: The City and the POA agree that the off- duty working time attributable to all ordinary aspects of caring for a police canine (including without limitation, caring, feeding, exercising, grooming, kennel cleaning, cleaning of City vehicles) by employees assigned as canine handlers amounts to sixty (60) minutes per day, seven (7) hours per week. This amounts to a good-faith estimate, based upon an inquiry into the number of hours spent or reasonably required to be spent, and is intended to be comprehensive, accurate and inclusive of all pertinent facts. This agreement is made pursuant to the FLSA regulations.
- B. Off-Duty Canine Care Rate: The City will compensate officers assigned as handlers for the active police canine(s) at the hourly rate of legal minimum wage for up to seven (7) hours per week that the officer is so assigned.

- C. FLSA Overtime: The FLSA 207(k) exemption continues to apply to all canine unit officers. The base rate used for calculating FLSA overtime is the weighted average of the officers' base rate for police work and the officers' off-duty canine care rate described above. The City will then factor in all special pays that are applied in calculating the FLSA rate of pay.
- D. Travel Time: Travel time to and from work with police dogs in transport is not compensable under the terms of this agreement. It is also recognized that the "take home" vehicle is a mutually beneficial arrangement for both the City and the officer. In the event of a change as a result of litigation, law or regulation, which requires payment for travel time, the City and the POA will reopen this agreement to discuss the impact on compensation.
- E. Canine Training Time: The Police Department reserves the sole discretion in scheduling canine training time for on-duty and off-duty activities.
- F. Agreement to Limit Off-Duty Canine Care to Seven (7) Hours a Week: Canine unit officers agree they will not spend more than seven (7) hours per week off-duty canine care with their assigned canine unless they have first sought and received approval from the commanding officer or unless an emergency occurs. In case of emergency that could not have been anticipated, the officer must notify the unit supervisor of the additional time spent immediately upon reporting to duty or no later than twenty-four (24) hours later, whichever occurs first.
- G. Police Department Costs: The Police Department will fund the cost of training for certification, dog food, veterinary expenses, and equipment, except for such equipment which is considered personal for the canine and cannot be used for another canine. Equipment purchased by the City is the property of the City.
- H. Retirement of Canine: When the Police Chief or designee decides, in their sole discretion, to retire a canine from active duty, the current handler may purchase the canine from the City for one dollar (\$1.00). Upon the sale of the canine, the current handler will sign a formal release agreement assuming all further costs and liabilities associated with the canine, and the City will forever be released from all such costs and liabilities.

Article 7 – Work Schedules

7.1 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 171 hours, pursuant to 29 U.S.C. section 207(k).

7.2 Patrol

Sworn patrol staff work a 14-day work period consisting of 4-11s/3-11s schedule work weeks. An additional 9-hour shift will occur approximately every 3rd work period for purposes of training activities.

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

7.3 Patrol Work Hours

If an officer is required to work sixteen (16) hours within one (1) workday, they will not be required to report back to work without an 8-hour break. If the eight (8) hours are within their regularly scheduled shift, the officer will be required to take the time off from their earned leave. Final determination of need requirements rests with the shift supervisor/manager who is held responsible for appropriate staffing to meet needs.

7.4 Dispatcher Schedules

Dispatchers work three consecutive twelve (12) hour shifts followed by a four (4) hour shift 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 thirty (30) days prior to implementation.

7.5 Non-Sworn Schedules

Non-sworn employees 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 7-day work period.

Article 8 – Holidays

8.1 Holiday-in-lieu

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.

8.2 Holidays

Police employees working a four (4) day, ten (10) hour work schedule with holidays off, receive only nine (9) ten (10) hour holidays a year which will be selected from the holidays designated for employees in the City service as outlined in Rules §2.10(B). Employees will notify their supervisor in selecting the holidays of their (the employee's) choice at least one week prior to the scheduled holiday. Any holidays occurring on the days scheduled

for work in excess of the selected days will be worked without additional compensation or taken as a day off without pay or with use of leave time.

Article 9 – Public Employees Retirement System

9.1 Retirement Terminology

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

The use of terms "classic member" and "new member" are 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:

- A. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or
- B. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or
- C. An individual who established prior membership in a retirement system and after a break in service of more than six (6) months, returns to active membership in that system with a new employer.

9.2 Retirement Formulas

A. Miscellaneous Retirement Formulas

- 1. 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 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 eight percent (8%) on a pre-tax basis to share in the cost of the two-point seven percent (2.7%) at fifty-five (55) formula.
- 2. Employees hired between August 1, 1991, and July 1, 2012, receive the two-point seven percent (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 employees pay

eight percent (8%) on a pre-tax basis to share in the cost of the two-point seven percent (2.7%) at fifty-five (55) formula.

3. 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 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 seven percent (7%) on a pre-tax basis to share in the cost of the two percent (2%) at fifty-five (55) formula.
4. Non-sworn employees hired after December 31, 2012, who are classified as a new member 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.

B. All miscellaneous retirement formulas have the following optional CalPERS retirement benefits:

- Non-Industrial Disability Improved
- Optional Settlement 2
- 1959 Survivor Benefit Level Indexed
- Post-Retirement Death Benefits five hundred (\$500) lump sum
- Survivor Allowance (PRSA)
- Three percent (3%) Retirement COLA

C. Safety Retirement Formulas

1. 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%) on a pre-tax basis to share in the cost of the three percent (3%) at fifty (50) formula.
2. 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%) on a pre-tax basis to share in the cost of the three percent (3%) at fifty (50) formula.

3. Employees hired after June 30, 2012, who are not classified as a new member receive the three percent (3%) at fifty-five (55) safety CalPERS formula 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%) on a pre-tax basis to share in the cost of the three percent (3%) at fifty-five (55) formula.
4. Safety Employees hired after December 31, 2012, who are classified as a new member receive the two-point seven percent (2.7%) at fifty-seven (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.

D. Safety retirement formulas 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 five-hundred-dollar (\$500) lump sum
- Survivor Allowance (PRSA)
- Three percent (3%) Retirement COLA

E. 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.

Article 10 – Insurances

10.1 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 lowest cost PORAC health plan premium minus the MEC contribution.

10.2 Cash-in-Lieu

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

- Employees who reduce the level of health care coverage to 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 to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu for the lower level elected.

- Cash-in-Lieu for employees electing to forego health insurance coverage by providing proof of alternative group health coverage through another employer is based on the below percentages of the PORAC health plan:

Employee only:	twenty-five percent (25%)
Employee plus one dependent:	twenty-five percent (25%)
Family coverage:	thirty percent (30%)

10.3 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.

10.4 Life Insurance

The City provides employees with a five-thousand-dollar (\$5,000) life insurance policy. Dependent life insurance of two thousand dollars (\$2,000) per dependent (spouse and children from 6 months to 19) is available to employees at their expense.

10.5 Retiree Health Savings Account (RHSA)

Effective July 1, 2023, the City contributes zero point thirty-four (0.34%) of the employee's base rate of pay into their RHSA. Employee contributions are as follows:

- Sworn employees contribute twenty-five dollars (\$25.00) per pay period.
- Non-sworn employees contribute fifteen dollars (\$15.00) per pay period.

Employer contributions are fully vested. The POA may increase employee contributions annually in November for the following year.

10.6 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 provides free and confidential assessments, short-term counseling, referrals, and follow-up services for employees and their household members. For details about the EAP program please see the Human Resources Department.

10.7 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.

10.8 Dependent Care Spending Plan

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 11 – Miscellaneous

11.1 Daylight Savings Time

Employees who work on those days when the 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.

11.2 Probationary Release

No appeal rights exist for employees who are released from employment during their initial probationary periods or from promotional probationary periods unless the employee alleges that the rejection from probation was untimely.

11.3 Sworn Vacation Accrual Rates

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

11.4 Meal Allowance

Employees in the Police Department unit when traveling on City business and eligible for meal reimbursement are compensated in accordance with the City's Travel Policy.

11.5 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 number of donated hours an employee may use is thirty (30) calendar days of Catastrophic Leave or until Short Term Disability (STD) starts.

11.6 Required 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.

11.7 Counseling Memorandum

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

11.8 Department of Transportation Commercial Driver License Testing

The attached Addendum to the Alcohol and Drug Abuse Policy Implementing the Omnibus Transportation Employee Testing Act of 1991 (Appendix "C") remains in effect.

Article 12 – NCCSIF Driving Standards

It is acknowledged that the City will implement the Driving Standards policy as required by NCCSIF. Should the requirements of the policy affect an employee's ability to continue working, the City will promptly notify the affected employee. If an employee's driving privilege is suspended or revoked, or if an employee becomes uninsurable, the City will consider accommodations for the employee subject to the needs of the City and department operations. Should an employee's employment status be affected by the requirements of the policy, the appropriate disciplinary procedures will be followed.

Article 13 – ADA Accommodation

The City will notify the POA and the affected employees of proposed accommodations.

Article 14 – Severability

In the event that the Federal Government or State legislature passes a law, or there is a Federal or State Executive Order or court decision affecting Yuba City which would prevent the City from implementing any part of this agreement or altering this agreement, both the City and Association agree to reopen the meet and confer process on the issue(s) so affected.

Article 15 – Full Understanding and Waiver

It is mutually recommended by the undersigned that the modifications contained herein be made applicable by the City Council on the date(s) indicated and/or by administrative rules, policies, regulations, or procedures as are or may be subsequently required. Further, in conjunction with existing ordinances; resolutions; and City Administrator procedures and policy regulations, and rules related to compensation, benefits, working conditions and other term and conditions of employment, the changes herein constitute the entire compensation plan for employees in the unit represented by the Association and herein covered by this Memorandum of Understanding.

The POA and the City for the life of this Memorandum of Understanding voluntarily and unqualifiedly waive and relinquish the right to meet and confer, except for the express re-openers. Neither party is obligated to meet and confer with respect to any subject or matter not specifically referenced in this Memorandum of Understanding, even though such subjects may not have been within the knowledge or contemplation of either or both parties at the time they signed this Memorandum of Understanding, unless required by state or federal law. Nothing herein precludes the parties from meeting or conferring by mutual consent.

Article 16 – Term of Agreement

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

Date: Dec 11, 2023

Date: _____

City of Yuba City

Diana Langley

Diana Langley (Dec 11, 2023 11:29 AM)

Diana Langley, City Manager

Michael W. Jarvis

Michael W. Jarvis,
Liebert Cassidy Whitmore

Police Officers Association

Joseph Swallow

Joseph Swallow (Nov 22, 2023 10:11 AM)

Joseph Swallow, President

Timothy K. Talbot

Timothy K. Talbot (Nov 22, 2023 09:25 PM)

Timothy K. Talbot,
Rains Lucia Stern

Appendix "A" - Salary Schedule

11/29/2023 10:44 AM

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

Police Officers Association

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS						
			1	2	3	4	5	6	
2005	ADMINISTRATIVE ASSISTANT	PD	4,621	4,852	5,095	5,350	5,618		Monthly
			26.66	27.99	29.39	30.87	32.41		Hourly
2040	COMMUNITY POLICING COORDINATOR	PD	4,558	4,786	5,025	5,276	5,539		Monthly
			26.30	27.61	28.99	30.44	31.96		Hourly
2130	COMMUNITY SERVICE OFFICER	PD	4,497	4,722	4,958	5,206	5,467		Monthly
			25.94	27.24	28.60	30.03	31.54		Hourly
2125	COMMUNITY SERVICE OFFICER - LEAD	PD	5,076	5,330	5,596	5,876	6,170		Monthly
			29.28	30.75	32.28	33.90	35.59		Hourly
2150	FIELD SERVICE TECHNICIAN	PD	4,558	4,786	5,025	5,276	5,539		Monthly
			26.30	27.61	28.99	30.44	31.96		Hourly
2200	POLICE OFFICER	PD	6,022	6,323	6,639	6,971	7,320	7,686	Monthly
			34.74	36.48	38.30	40.22	42.23	44.34	Hourly
2120	POLICE RECORDS CLERK	PD	3,812	4,003	4,203	4,413	4,634		Monthly
			21.99	23.09	24.25	25.46	26.73		Hourly
2160	POLICE RECORDS CLERK - LEAD	PD	4,228	4,439	4,661	4,894	5,139		Monthly
			24.39	25.61	26.89	28.23	29.65		Hourly
2190	POLICE RECRUIT	PD	5,239	5,501	5,776	-	-		Monthly
			30.23	31.74	33.33	-	-		Hourly
2110	PUBLIC SAFETY DISPATCHER I	PD	4,244	4,456	-	-	-		Monthly
			24.48	25.71	-	-	-		Hourly
2140	PUBLIC SAFETY DISPATCHER II	PD	4,995	5,245	5,507	5,782	6,071		Monthly
			28.82	30.26	31.77	33.36	35.02		Hourly
2180	PUBLIC SAFETY DISPATCHER III	PD	-	-	-	6,354	6,671		Monthly
			-	-	-	36.66	38.49		Hourly
2170	POLICE SERVICES ANALYST	PD	5,190	5,449	5,721	6,007	6,308		Monthly
			29.94	31.44	33.01	34.66	36.39		Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 5.2 - Longevity Pay

Longevity Pay for all POA personnel shall be base pay cumulative but not compounded.
Longevity Pay shall be received as follows based on time in service at the City of Yuba City:

Upon completion of 10 years of service	2.50%
Upon completion of 15 years of service	5.00%
Upon completion of 20 years of service	7.50%

MOU Article 5.3 - Sworn Education Incentive -

Education Incentive pay for sworn personnel shall be base pay cumulative but not compounded.
The cap for employees with an Advanced POST certificate shall be 10%.
Sworn Personnel shall receive education incentive as follows:

AA or AS degree	2.50%
BA or BS degree	7.50%
POST Intermediate Certificate	2.50%
POST Advance Certificate	7.50%

MOU Article 5.4 - Non-Sworn Education Incentive -

ALL non-sworn POA personnel shall receive education incentive pay as follows:

AA or AS degree	2.50%
BA or BS degree	5.00%

MOU Article 5.5 - Dispatcher POST Incentive -

Dispatcher I/II/III only will also receive education incentive pay as follows:

POST Public Safety Dispatch Intermediate	2.50%
POST Public Safety Dispatch Advance	2.50%

MOU Article 5.6 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City, will receive bilingual pay as a percentage of their base hourly rate.

Sworn Employees	1.40%
Non-Sworn Employees	2.25%

MOU Article 6.1 - Homeless Liaison Premium

Police Officers who are routinely and consistently assigned as a liaison between the unhoused population, advocacy groups, and the Police Department receive a premium in the amount of five percent (5.0) of their base hourly rate of pay for the duration of the assignment.

MOU Article 6.2 - Detective Assignment

Police Officer's assigned to the Investigation Division or NET Unit receive Detective Premium in the amount of seven and one-half (7.5) percent of their base hourly rate of pay for the period of the temporary assignment.

MOU Article 6.3 - Traffic Division (effective September 28, 2019)

Employees assigned to the Traffic Division shall receive five percent (5%) hazard pay (calculated from their base hourly wage) on an hour per hour basis.

MOU Article 6.5 - Training Pay

Police Officers designated as Field Training Officers by the Police Chief shall receive five (5) percent additional compensation (calculated from their base hourly wage) while so assigned to the Departments Training Program.

Community Service Officers and Dispatcher II employees designated as Field Training Officers shall receive five percent (5) additional compensation (calculated from their base hourly wage) on an hour per hour basis.

MOU Article 6.6 - Canine Pay

Employees assigned as canine handlers will be compensated at the hourly rate of legal minimum wage for up to seven (7) hours per week that the officer is so assigned.

MOU Article 8.1 - Holiday Pay

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

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

POA (EXCLUDING POLICE OFFICERS AND DISPATCH) - EMPLOYEES HIRED ON OR AFTER MARCH 3, 2018

Police Officers Association

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
2405	ADMINISTRATIVE ASSISTANT	PD	4,621	4,737	4,852	4,974	5,095	5,223	5,350	5,484	5,618	Monthly
			26.66	27.33	27.99	28.70	29.39	30.13	30.87	31.64	32.41	Hourly
2440	COMMUNITY POLICING COORDINATOR	PD	4,558	4,672	4,786	4,906	5,025	5,151	5,276	5,408	5,539	Monthly
			26.30	26.95	27.61	28.30	28.99	29.72	30.44	31.20	31.96	Hourly
2530	COMMUNITY SERVICE OFFICER	PD	4,497	4,610	4,722	4,840	4,958	5,082	5,206	5,336	5,467	Monthly
			25.94	26.60	27.24	27.92	28.60	29.32	30.03	30.78	31.54	Hourly
2525	COMMUNITY SERVICE OFFICER - LEAD	PD	5,076	5,203	5,330	5,463	5,596	5,736	5,876	6,023	6,170	Monthly
			29.28	30.02	30.75	31.52	32.28	33.09	33.90	34.75	35.59	Hourly
2550	FIELD SERVICE TECHNICIAN	PD	4,558	4,672	4,786	4,906	5,025	5,151	5,276	5,408	5,539	Monthly
			26.30	26.95	27.61	28.30	28.99	29.72	30.44	31.20	31.96	Hourly
2520	POLICE RECORDS CLERK	PD	3,812	3,908	4,003	4,103	4,203	4,308	4,413	4,523	4,634	Monthly
			21.99	22.55	23.09	23.67	24.25	24.85	25.46	26.09	26.73	Hourly
2560	POLICE RECORDS CLERK - LEAD	PD	4,228	4,334	4,439	4,550	4,661	4,778	4,894	5,016	5,139	Monthly
			24.39	25.00	25.61	26.25	26.89	27.57	28.23	28.94	29.65	Hourly
2470	POLICE SERVICES ANALYST	PD	5,190	5,320	5,449	5,585	5,721	5,864	6,007	6,157	6,308	Monthly
			29.94	30.69	31.44	32.22	33.01	33.83	34.66	35.52	36.39	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 5.2 - Longevity Pay

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MOU Article 6.5 - Training Pay

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Community Service Officers and Dispatcher II employees designated as Field Training Officers shall receive five percent (5) additional compensation (calculated from their base hourly wage) on an hour per hour basis.

MOU Article 6.6 - Canine Pay

Employees assigned as canine handlers will be compensated at the hourly rate of legal minimum wage for up to seven (7) hours per week that the officer is so assigned.

MOU Article 8.1 - Holiday Pay

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

Appendix "B" – Recognition

Administrative Assistant
Community Policing Coordinator
Community Service Officer
Community Service Officer – Lead
Field Service Technician
Police Officer
Police Records Clerk
Police Records Clerk – Lead
Police Recruit
Public Safety Dispatcher I
Public Safety Dispatcher II
Public Safety Dispatcher III

Appendix "C" – Addendum to Alcohol and Drug Abuse Policy Implementing the Omnibus Transportation Employee Testing Act of 1991

The purpose of this policy is to ensure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Federal Highway Administration (FHWA) of the Department of Transportation has enacted 49 CFR Part 382 that mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine breath specimens. In addition, the Department of Transportation has enacted 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. The policy incorporates those requirements of safety-sensitive employees and others when so noted.

The City of Yuba City recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. To promote a safe, healthy, and productive work environment for all employees, it is the objective of the City to have a work force that is free from the influence of alcohol and controlled substances.

A. Applicability

This policy applies to all safety-sensitive employees, volunteers, and contractors when they are on City property or when performing any City related business. It applies to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work. Visitors, vendors, and contracted employees are governed by this policy while on City premises, and they will not be permitted to conduct business if found to be in violation of this policy.

A safety-sensitive position is defined as any position requiring the use of a Class "A" or Class "B" commercial driver license. Fire safety employees will be subject to the policy in accordance with State and Federal laws. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

This policy addendum coexists with the current Alcohol and Drug Abuse Policy except where it is intended by Federal regulations to super ceded the policy, as specified herein.

B. Prohibited Substances

"Prohibited substances" addressed by this policy including the following:

Drugs:

Marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine.

Alcohol:

This use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any City business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

C. Prohibited Conduct

Manufacture. Trafficking. Possession. And Use

Any safety-sensitive employee engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on City premises, in City vehicles or while conducting City business off the premises is absolutely prohibited. Violation will result in removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Impaired/Not Fit for Duty

Any safety-sensitive employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty will be removed from safety-sensitive job duties and be required to undergo a reasonable suspicion-controlled substance or alcohol test. Employees failing to pass this reasonable suspicion-controlled substance or alcohol test will remain off duty and be referred to a Substance Abuse Professional (SAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

Alcohol Use

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is zero point zero four (0.04) or greater. No safety-sensitive employee will use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive employee will use alcohol within four hours of reporting for duty nor during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Compliance with Testing Requirements

All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution will be considered as having a positive test result and will be removed from duty immediately and referred to a Substance Abuse Professional (SAP). Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test. Employees who refuse the referral to the SAP will be subject to immediate termination from their position.

Treatment/Rehabilitation Program

An employee with a controlled substance and/or alcohol problem may be afforded an opportunity for treatment in accordance with the following provisions:

Positive Controlled Substance and/or Alcohol Test – A Rehabilitation Program is available for safety-sensitive employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be immediately terminated on the occurrence of a second verified positive test result within thirty-six (36) months and may be terminated or offered additional rehabilitation at the City's sole discretion after thirty-six (36) months. The City will immediately serve a Notice of Intended Disciplinary Action in accordance with the personnel rules. The safety-sensitive employee will pay referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs. In regard to probationary employees, the City reserves sole discretion in offering a one-time opportunity for rehabilitation in lieu of immediate termination. When recommended by the Substance Abuse Professional (SAP), participation and completion of rehabilitation program within the prescribed time allowed is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a Return-to Duty Agreement. Employees may use their accrued leave balances of CTO and vacation or be placed on an approved leave of absence. The Notice of Discipline documents specify the employee's leave status when discipline is imposed. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years. The employee pays all costs associated with follow-up testing unless the City receives such services included from the program administrator Fremont-Rideout Drug Testing Services.

Voluntary Admittance – All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to the rehabilitation program. Requests must be submitted through the Department Head to the Director of Human Resources for review. The safety-sensitive employee will pay rehabilitation plan development costs and any other treatment plan costs. The City has sole discretion in determining any financial contribution to assist the employee. An employee failing to

complete the program within the prescribed time allowed will be subject to termination from employment. An employee completing a rehabilitation program must agree to sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for thirty-six (36) months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a thirty-six (36) month period will result in termination from employment. A positive follow-up test after thirty-six (36) months may result in termination or additional rehabilitation at the City's sole discretion.

Leave Balance – Participants in a rehabilitation program may use accumulated sick leave, (provided a substance abuse professional has attested in writing for the need to use a sick leave) vacation, and CTO leave balances. Time spent in a rehabilitation program will be counted as utilized leave time under the Federal and State Family Care Leave Act if it qualifies as a “serious health condition” under the law. Once leave balances have been exhausted, an employee will be placed on an approved leave without pay in accordance with Personnel Rule 2.11(B).

D. Notifying the City of Criminal Drug Conviction

Pursuant to the “Drug Free Workplace Act of 1988” any employee who fails to immediately notify the City of any criminal controlled substance statute conviction is subject to disciplinary action, up to and including termination of employment.

E. Proper Application of the Policy

The City is dedicated to assuring fair and equitable application of the Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates will be subject to disciplinary action, up to and including termination.

F. Testing for Prohibited Substances

Analytical urine-controlled substance testing and breath testing for alcohol will be conducted as required under the Department of Transportation guidelines. All safety-sensitive employees are subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident, as defined in the Department of Transportation guidelines. In addition, all safety-sensitive employees will be tested prior to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by a Substance Abuse Professional (SAP). Safety-sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines will also be subject to testing on a randomly selected, unannounced basis.

Testing is conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the United States Department of Health and Human Services (DHHS). All testing will be

conducted consistent with the procedures put forth in the Department of Transportation guidelines. Testing may be conducted by a mobile unit, which meets the requirements of DHHS.

The controlled substances that will be tested include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substances levels present are above the minimum thresholds established in the Department of Transportation guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of zero point zero two (0.02) or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of zero point zero two (0.02) but less than zero point zero four (0.04) will be removed from his/her position for at least twenty-four hours unless a re-test results in an alcohol concentration zero point zero two (0.02) or less. An alcohol concentration of zero point zero four (0.04) or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this policy.

Any safety-sensitive employee who has a pending or confirmed positive controlled substance or alcohol test will be removed from safety sensitive duties and/or his/her position, placed on unpaid leave, vacation, or CTO (at the employee's discretion) informed of educational and rehabilitation program available, and evaluated by a Substance Abuse Professional (SAP). The transfer of an employee to a non-safety sensitive position will be made at the sole discretion of the City.

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Employees in Safety-sensitive positions may be tested under any of the following circumstances:

Pre-Employment Testing

All Applicants for safety-sensitive classifications will undergo urine-controlled substance testing prior to employment. Receipt of satisfactory test results is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment.

Reasonable Suspicion Testing

All safety-sensitive employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made based on

documented objective facts and circumstances, which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Observation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance use.
3. The occurrence of a serious or potentially serious accident that may have been caused by human error.
4. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

Post-Accident Testing

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a City vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and any others whose performance could have contributed to the accident. In addition, a post-accident test will be conducted when the employee is cited for a moving violation and (i) any involved vehicle requires towing from the scene or (ii) any person involved requires medical treatment away from the scene of an accident.

Following the accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed eight hours for alcohol and thirty-two (32) hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and be subject to termination. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but also any other covered employees whose performance could have contributed to the accident.

Random Testing

Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before duty, during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

Return-to-Duty Testing

All safety-sensitive employees who have previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be required to undergo unannounced follow-up-controlled substance and/or alcohol breath testing following returning to duty. The SAP will determine the duration and frequency. However, it will not be less than six (6) tests during the first twelve (12) months, nor longer than sixty (60) months in total, following return to duty.

Employee Requested Testing

Any safety-sensitive employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second sample test invalidated the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The safety-sensitive employee's request for a re-test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of notice of the initial test result. Requests after seventy-two (72) hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

G. Employee Assessment

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. Referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs will be borne by the safety-sensitive employee. Employees will be immediately terminated on the occurrence of a second verified positive test result within thirty-six (36) months and may be terminated or offered additional rehabilitation at the City's sole discretion after thirty-six (36) months.

H. Continuous Compliance Requirements

The City applies and interprets this policy to maintain required compliance with applicable Federal laws and regulations, including subsequent amendments and interpretive rulings.

I. Contact Person

Any questions regarding this policy should be directed to the following City representative:

Title: Director of Human Resources

Address: 1201 Civic Center Boulevard, Yuba City, CA 95993

Telephone: (530) 822-4610

J. Definitions

Accident – an unintended happening or mishap where there is a loss of human life (regardless of fault), bodily injury or property damage totaling four thousand four hundred dollars (\$4,400) or more.

Alcohol – the intoxicating agent in a beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

Alcohol Concentration – the alcohol in a volume of breath expressed in terms of grams of alcohol per two hundred ten (210) liters of breath as indicated by an evidential breath test under this regulation. For example, zero point zero two (0.02) means zero point zero two (0.02) grams of alcohol in two hundred ten (210) liters of expired deep lung air.

Alcohol Use – consumption of any beverage, mixture, or preparation, including any medication containing methyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor filled chocolates. Prescription medications containing alcohol may have a greater impairing effect due to the presence of other elements (e.g., antihistamines).

Breath Alcohol Technician (BAT) – a person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BAT's are the only qualified personnel to administer the EBT tests.

Chain of Custody – the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

Collection Site – a place designated by the City where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

Commercial Motor Vehicle – a motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of twenty-six thousand and one (26,001) or more pounds inclusive of a towed unit with a gross weight rating of more than ten thousand (10,000) pounds; or (2) has a gross vehicle weight rating of twenty-six thousand and one (26,001) or more pounds; or (3) is designated to transport sixteen (16) or more passengers,

including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations.

City – The City of Yuba City

City Time – any period of time the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Confirmation Test – for alcohol testing means a second test, following a screening test with a result of zero point zero two (0.02) or greater, which provides quantitative data of alcohol concentration. For controlled substances testing this means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test, and which uses a different technique and chemical principle from that of the screen test to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine).

Controlled Substance (Drug) Test – a method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may either be an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates Metabolites (1)	300 ng/ml
Amphetamines	1,000 ng/ml
	25 ng/ml if immunoassay

Confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolite (THC) (1)	15 ng/ml
Cocaine Metabolite (2)	150 ng/ml
Phencyclidine (PCP)	25 ng/ml

Opiates

Morphine 300 ng/ml

Codeine 300 ng/ml

Amphetamines

Amphetamine 500 ng/ml

Methamphetamine (3) 500 ng/ml

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoyllecgonine

(3) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

Department of Transportation Guidelines – The controlled substance and alcohol testing rules (49CFR Part 199 (RSPA – Pipeline), Part 219 (FRA – Railroad), Part 382 (FHWA – Commercial Motor Vehicle), 654 (FTA – Mass Transit) and 14 CFR 61 (FAA – Aviation) et.al.) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all transportation industries.

Driver – any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of, or with the consent of, an employer. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.

Drug (Controlled Substance) Metabolite – the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

Employee – any person who is employed by the City or who is a volunteer in a safety-sensitive position requiring a commercial driver license. A complete list of safety-sensitive employee (function and/or position) classifications is listed in Appendix B.

Evidential Breath Testing Device (EBT) – the device to be used for breath alcohol testing.

Medical Review Officer (MRO) – a licensed physician responsible for analyzing laboratory results generated by an employer’s-controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

Performing (Safety Sensitive Function) – a safety-sensitive employee is considered to be performing a safety sensitive function and includes any period the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.

Post-Accident Alcohol and/or Controlled Substance Testing – conducted after accidents on employees whose performance could have contributed to the accident. For drivers this

is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Appendix A.

Pre-Employment Alcohol and/or Controlled Substance Testing – conducted before applicants are hired or after an offer to hire, but before actually performing safety sensitive functions for the first time. Also required when employees transfer to a safety sensitive position.

Prohibited Drugs (Controlled Substances) – Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

Prohibited Substances – means and is synonymous to drug abuse and/or alcohol misuse or abuse.

Random Alcohol and/or Controlled Substance Testing – conducted on a random unannounced basis just before, during or just after performance of safety sensitive functions.

Reasonable Suspicion Control and/or Controlled Substance Testing – conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol or controlled substance abuse.

Refuse To Submit (to an Alcohol and/or Controlled Substance Test) – a safety-sensitive employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that safety-sensitive employee received notice of the requirement to be tested or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test).

Rehabilitation – The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the SAP and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical, or emotional/mental problems which contributed to job problems.

Return-to-Duty and Follow-Up Alcohol and/or Controlled Substance Testing – Conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returned to performing safety sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first twelve (12) months after an employee returns to duty. Follow-up testing may be extended for up to sixty (60) months following return to duty upon the SAP recommendation.

Return-to-Duty Agreement – a document agreed to and signed by the employer, safety-sensitive employee and the Substance Abuse Professional that outlines the terms and conditions under which the safety-sensitive employee may return to duty after having had a verified positive controlled substance test result or an alcohol concentration to zero point zero (0.04) or greater on an alcohol test.

Safety-Sensitive Employee (Function and/or Position) – An employee or volunteer is considered to be performing a safety-sensitive function during any period that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions and any employee who transfers into or is assigned safety-sensitive functions.

A complete list of safety-sensitive employee (function and/or position) classifications is listed in Appendix B.

Screening (Initial) Test – In alcohol testing, it means an analytical procedure to determine whether a safety-sensitive employee may have a prohibited concentration of alcohol in their system. In controlled substance testing, it means an immunoassay screen to eliminate negative urine specimens from further consideration.

Substance Abuse Professional (SAP) – a licensed physician (Medical Doctor or Doctor of Osteopathy), or licensed or certified psychologist, social worker (with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders, the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substance-related disorders. The employee selects an SAP from a list provided by the City.

Supervisor – a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

Vehicle – a bus, electric bus, van, automobile, rail car, trolley bus, truck or vessel used for mass transportation.

Appendix "D" – Safety-Sensitive Employee Classifications as of August 1, 2006:

Equipment Operator

Fleet Maintenance Supervisor

Lead Mechanic

Maintenance Supervisor – Water/Sewer Maintenance Supervisor – Streets Mechanic

Parks Maintenance Supervisor

Parks Maintenance Workers I, II, III (only those who have a commercial Drivers License)

Plant Maintenance Mechanic (See note 3) Public Works Maintenance Workers I, II, III
Recreation Supervisor I/II

Senior Arborist

Senior Plant Maintenance Mechanic (See note 3) Streets Maintenance Supervisor

Sweeper Operator

Temporary Positions that require a commercial driver's license

Note:

(1) New positions requiring a commercial license will be subject to this policy.

(2) Any employee who possesses a commercial license and makes himself or herself available to drive for the benefit of the City is also subject to this policy.

(3) If these employees possess a commercial license.

Appendix "E" — 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 are to 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 is made in favor of the employee.

The decision of the labor-management committee is to be final and binding and is not be subject to the grievance procedure.

3. To be eligible for donated leave hours, the employee must be on an approved leave of absence for their critical illness or injury or to provide required care for a family member (spouse, child, parent) who is critically ill or injured. The guidelines of Family Care Leave (Human Resources Rule 2.11 (D)) 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) to receive leave.

Appendix "F" — 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 is given to the employee and a copy is 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 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.