AGENDA

DECEMBER 5, 2023

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

MAYOR	•	Wade Kirchner
VICE MAYOR	•	Shon Harris
COUNCILMEMBER	•	Marc Boomgaarden
COUNCILMEMBER	•	Michael Pasquale
COUNCILMEMBER	•	Dave Shaw
CITY MANAGER	•	Diana Langley
CITY ATTORNEY	•	Shannon L. Chaffin

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible

AGENDA

*The City has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. Please visit yubacity.net ADA & Accessibility Resources page. If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to help. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested. Please contact City offices at (530) 822-4817 or **(TTY: 530-822-4732)**, so such aids or services can be arranged. Requests may also be made by email at cityclerk@yubacity.net or citymanager@yubacity.net or mail City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993.*

REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
DECEMBER 5, 2023
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at www.yubacity.net, subject to staff's availability to post the documents before the meeting.

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://yubacity-net.zoom.us/webinar/register/WN_eK2j81UMSYe-1xeyyQ7gRQ. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Regular Meeting

Call to Order

Roll Call

__ Mayor Kirchner
__ Vice Mayor Harris
__ Councilmember Boomgaarden
__ Councilmember Pasquale
__ Councilmember Shaw

Invocation/Inspiration

Posting of the Colors

Pledge of Allegiance to the Flag

Agenda Modifications/Approval of Agenda

Public Communication

1. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that Council votes on the motion unless members of the City Council request specific items to be discussed or removed from the Consent Calendar for individual action.

2. Minutes from the November 7 and 28, 2023 meetings

Recommendation: Approve the minutes from the November 7 and 28, 2023 meetings

3. Yuba City Police Officers' Association (POA) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Yuba City Police Officers' Association

B. Authorizing the Finance Director to amend the salary schedule

C. Authorizing the Finance Director to prepare supplemental appropriations in the amount of $321,447

4. Police First Level Managers (PFLM) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution approving the Memorandum of Understanding with Police First Level Managers

5. Emergency Purchase of One (1) BME Targhee Standard Model 34 Type 3 Engine

Recommendation: Adopt a Resolution by finding that it is in the best interest of the City to do so to:

A. Award the purchase of one (1) BME Targhee Standard Model 34 to Golden State Apparatus of Sacramento, CA, in the not-to-exceed amount of $509,448 for the complete body and chassis, and

B. Authorizing the purchase of necessary equipment and decals to place the vehicle in service, estimated at $50,000, and

C. Authorize the Finance Director to make a supplemental appropriation of $135,000 in the Vehicle Replacement Fund

Presentations

6. Presentations to Outgoing Mayor Kirchner

7. Comments from Outgoing Mayor Kirchner

Business from the City Council

8. Ceremonial Nomination of Mayor

9. Ceremonial Nomination of Vice Mayor

Comments from Councilmembers

10. Comments from:

- Councilmembers
- New Vice-Mayor

- New Mayor

Adjournment

Public Communication

Members of the public may address the City Council on items of interest that are within the City's jurisdiction. Individuals addressing general comments are encouraged to limit their statements.

Procedure

You are welcome and encouraged to participate in this meeting. Complete a Speaker Card located in the lobby and give to the Clerk, public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda, will be considered at this time.

When a matter is announced, wait to be recognized by the Mayor to provide your comments to the Council. Comments should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

Request for additional time to address Council

Members of the public submitting written requests at least *24 hours* prior to the meeting will be allotted 5 minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Procedure

When requesting to comment, please indicate your name and the topic and mail to:

City of Yuba City
Attn: City Clerk
1201 Civic Center Blvd
Yuba City CA 95993

Or email to:

Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: December 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the November 7 and 28, 2023 meetings
Recommendation: Approve the minutes from the November 7 and 28, 2023 meetings
Fiscal Impact: None

Attachments:
1. 11-7-2023 - Regular Meeting Minutes (DRAFT)
2. 11-28-2023 - Special Meeting Council and Housing Successor Agency (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
NOVEMBER 7, 2023

5:45 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Regular Meeting

Call to Order

The Regular Meeting of the City Council called to order by Mayor Kirchner at 6:00 PM

Roll Call

Present: Mayor Kirchner and Councilmembers Boomgaarden, Harris, and Pasquale

Absent: Councilmember Shaw

Invocation/Inspiration

Pastor Ciociola Calvery Christian Center

Pledge of Allegiance to the Flag

Bill Edick

Agenda Modifications/Approval of Agenda

- There was no Closed Session. The Closed Session item was pulled
- Ceremonial Presentations: Item 7 (Homelessness Awareness Month Proclamation) was presented after Item 4 (Small Business Saturday Proclamation)
- Consent Calendar: Updated attachments were provided for items 10 (Fire Local 3793) and 11 (Fire Management). The website was updated and hard copies were made available to City Council and to the public in the Council Chambers foyer

Ceremonial Presentations

1. 100 Year Birthday Proclamation for Past Yuba City Fire Chief William Burke

Mayor Kirchner presented a proclamation to Ret. Fire Chief William Burke

2. Veterans Appreciation Proclamation

Mayor Kirchner presented a proclamation to Mike Nichols, Purple Heart Recipient and Executive Director of Yuba-Sutter Stand Down and to Brock Bomen, Veterans of Foreign Wars

3. Moose Lodge 75 Year Anniversary Proclamation

Mayor Kirchner presented a proclamation to Yuba City Moose Lodge #1204 leaders and members

4. Small Business Saturday Proclamation

Mayor Kirchner presented a proclamation to local business owners: Tiffany Heryford (Creative Interiors) and Kevin DeHoff (K.Roberts)

7. Homelessness Awareness Month Proclamation

Mayor Kirchner presented a proclamation to Johnny Burke, Executive Director, Sutter Yuba Homeless Consortium

5. Yuba Sutter Chamber of Commerce New Executive Director, Janell Willis Introduction

Janell Willis, Yuba Sutter Chamber of Commerce Executive Director, gave a presentation

6. New Local Homeless Action Plan and Point in Time Count Presentation

Johnny Burke, Executive Director, Sutter Yuba Homeless Consortium, gave a presentation

Public Communication

8. Appearance of Interested Citizens

Vicky Stevenson spoke
Sukh Sanghera spoke

Consent Calendar

Vice-Mayor Harris moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 9-27

9. Minutes from the October 17th, and 18th, 2023 meeting

Approve the minutes from the October 17th, and 18th, 2023 meeting

10. Yuba City Firefighters' Local 3793 (Local 3793) Memorandum of Understanding (MOU)

Adopt **Resolution 23-139** (including updated attachment):

A. Approving the Memorandum of Understanding with Local 3793

B. Authorizing the Finance Director to amend the salary schedule

C. Authorizing the Finance Director to prepare a supplemental appropriation in the amount of $1,107

11. Yuba City Fire Management (FM) Memorandum of Understanding (MOU)

Adopt **Resolution 23-140** (revised):

A. Approving the Memorandum of Understanding with Yuba City Fire Management

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare a supplemental appropriation in the amount of $27,831

12. Police Mid-Managers (PMM) Memorandum of Understanding (MOU)

Adopt **Resolution 23-141**:

A. Approving the Memorandum of Understanding with Police Mid-Managers

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of $46,459

13. Police First Level Managers (PFLM) Memorandum of Understanding (MOU)

Adopt **Resolution 23-142**:

A. Approving the Memorandum of Understanding with Police First Level Managers

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of $55,004

14. First Level Managers (FLM) Memorandum of Understanding (MOU)

Adopt **Resolution 23-143**:

A. Approving the Memorandum of Understanding with First Level Managers

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of $61,847

15. Mid-Managers (MM) Memorandum of Understanding (MOU)

Adopt **Resolution 23-144**:

A. Approving the Memorandum of Understanding with Yuba City's Mid-Managers bargaining unit

B. Authorizing the Finance Director to amend the salary schedule and perform the necessary budget adjustments

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of $42,846

16. Confidential Resolution

Adopt **Resolution 23-145**:

A. Approving the Resolution with the Confidential Employees

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of $6,951

17. Department Head Salary Schedule

A. Adopt **Resolution 23-146** authorizing the Finance Director to amend the salary schedule effective July 15, 2023

B. Adopt a Resolution authorizing the City Manager to negotiate any salary changes with department heads

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of $28,221

18. Fiscal Year 2024-2025 Waste Tire Enforcement Grant Application

Adopt **Resolution 23-147** authorizing Yuba County, as the Lead Agency of the Yuba-Sutter Local Enforcement Agency, to perform Waste Tire Enforcement activities on behalf of the City of Yuba City and submit a Collaborative Application for the Waste Tire Enforcement Grant to CalRecycle for Fiscal Year 2024-25

19. Personal Protective Equipment Extractors

Adopt **Resolution 23-148**:

A. Authorizing the sole source purchase of three soft-mount Personal Protective Equipment (PPE) Extractors from AllStar Fire Equipment Inc. in the amount of $17,310.78, with the finding that it is in the best interest of the City

B. Authorizing the Finance Director to transfer $17,310.78 from account 1305-62701 into account 2310-64206

20. Consideration of a Development Agreement for the Sohal Ranch Tentative Subdivision Map (TSM) 22-02 and the associated Mitigated Negative Declaration

Adopt Uncodified **Ordinance 014-23** of the City Council of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 22-02, Sohal Ranch Subdivision and approving a Development Agreement between the City of Yuba City and the Balbir Sohal Family Trust, for the Sohal Ranch Subdivision (TSM 22-02), on 41.36 acres located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065- 010-006), and waive the second reading

21. Sutter Butte Flood Control Agency Letter of Support for the Yuba City Sediment Removal Project

Authorize the Mayor to submit a Letter of Support for the Sutter Butte Flood Control Agency Yuba City Sediment Removal Project

22. Community Sponsorship

Consider the sponsorship request from the Sutter County Community Memorial Museum Association, and if approved:

Adopt **Resolution 23-149** to approve a monetary sponsorship request from the Sutter County Community Memorial Museum Association of $1,000.00 for sponsorship of the Annual Trees & Traditions fundraiser event

23. Consideration of 763 Reeves Ave Public Convenience or Necessity Request

Adopt **Resolution 23-150** making a finding of public convenience or necessity for the transfer of a Type 20 (Off-Sale Beer & Wine) Alcoholic Beverage Control (ABC) License at the northeast corner of Cooper Ave and Reeves Ave (763 Reeves Ave)

24. Water Treatment Plant Backwash Flowmeter

Approve a Capital Acquisition of an Endress Hauser clamp-on flowmeter for the backwash valve at the Water Treatment Plant

25. Appointments to the City of Yuba City Youth Commission

Approve the Recommendations for Appointments to the Youth Commission

26. Proposition 1 Integrated Regional Water Management Round 1 Grant Project 5 (Environmental Document Approval)

Adopt **Resolution 23-151** adopting a CEQA Class 1 Categorical Exemption for the Proposition 1 Integrated Regional Water Management Round 1 Grant Project 5 – Trash Capture Device in Gilsizer Slough Project (21-18)

27. Didar S. Bains Park - Storm Drain Connection

Adopt **Resolution 23-152** which takes the following actions:

A. Adopts a CEQA Class 4 Categorical Exemption

B. Awards a construction contract to North Star Construction and Engineering, Inc. in the amount of $127,676.39 through Sourcewell Contract No. CA-R3-GS02-123021-NSC, with the finding that it is in the best interest of the City

C. Authorizes the City Manager to execute all necessary documents related to the project.

The motion passed with four (4) votes [Shaw absent]

Business Items

28. Public Hearing No. 1 for Updating of City Councilmember District Boundaries for Annexed Property

Receive a report from staff on the redistricting process and permissible criteria to be considered to redraw district boundaries

Mayor Kirchner opened a Public Hearing

Manny Cardoza spoke

Mayor Kirchner closed the Public Hearing

No City Council action taken – Information only

29. Laboratory Fee Schedule Update

Councilmember Boomgaarden moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 23-153** amending the Schedule of Fees and Charges for City Services to update the fees for laboratory services for Fiscal Year 23/24

The motion passed with four (4) votes [Shaw absent]

30. 2024 City Council Meeting Calendar

Vice-Mayor Harris moved and Councilmember Pasquale seconded the motion to:

Cancel the January 2 and August 6, 2024 Regular Council Meetings and provide for Special Workshops to be scheduled as needed

The motion passed with four (4) votes [Shaw absent]

Future Agenda Items

31. Future Agenda Items

Councilmember Pasquale requested follow-up on the landscaping plan for the property on the north side of Bridge Street

Reports and Communications

32. City Manager's Report

33. City Council Reports

- Councilmember Boomgaarden
- Vice Mayor Harris
- Councilmember Pasquale
- Mayor Kirchner

Adjournment

Mayor Kirchner adjourned the Regular Meeting of the City Council in memory of Samuel Danna and Former Sutter County Supervisor Ron Sullenger at 7:51 PM

_____
Wade Kirchner, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
NOTICE AND CALL OF A SPECIAL MEETING
HOUSING SUCCESSOR AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY

NOVEMBER 28, 2023

5:00 P.M. SPECIAL MEETING – CLOSED SESSION
SUTTER ROOM

Special Meeting

The Special Meeting of the Housing Successor Agency and City Council was called to order by Mayor Kirchner at 5:00 PM

Roll Call

Present: Mayor Kirchner, Councilmembers Boomgaarden, Harris, Shaw, and Pasquale

Absent: None

Pledge of Allegiance to the Flag

Vice-Mayor Harris led the pledge

Public Communication

No public comment received

Closed Session

A. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 51-264-004, located at 1035 Oakwood Drive, Yuba City, California; APN 52-122-002, located at 1082 McCollum Avenue, Yuba City California
Negotiator: Diana Langley, City Manager/Executive Director
Negotiating parties: TBD
Under negotiation: Whether to sell the properties, and if so, the price and terms of payment

Adjournment

Mayor Kirchner adjourned the Special Meeting and Special Closed Session of the City Council and the Housing Successor Agency at 5:15 PM

_____
Wade Kirchner, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: December 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Yuba City Police Officers' Association (POA) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Yuba City Police Officers' Association

B. Authorizing the Finance Director to amend the salary schedule

C. Authorizing the Finance Director to prepare supplemental appropriations in the amount of $321,447

Fiscal Impact: The increase for Fiscal Year 2023-2024 is $321,447. The increase for Fiscal Year 2024-2025 is $327,227.

Purpose:

To approve the Yuba City Police Officers' Association (POA) three-year term Memorandum of Understanding (MOU) effective July 1, 2023 through June 26, 2026, in summary: effective July 1, 2023, 3.0% salary increase; wage reopeners to January 2025 and May 2025; effective November 18, 2023 sworn officers paid 1.4% bilingual pay and civilian employees paid 2.25% bilingual pay; addition of 5% base hourly rate of pay for homeless liaison Police Officer, salary survey and comparable agencies, call back pay, City and employee contributions to Retiree Health Savings Account (RHSA); administrative "clean up" for court appearance, holiday-in-lieu pay, retirement of canine, tuition reimbursement, work schedules, sworn educational incentive pay, school resource officer, cash-in-lieu, flexible spending accounts, dependent care spending plan, dental and vision plans, and detective assignment; all hours count towards hours worked; increases uniform allowance and uniform allowance is paid per pay period; replacement of acting pay provision with temporary upgrade pay and supervisor premium pay to maintain compliance with CalPERS; eliminate employee fitness program provision, Short Term Disability provision, probationary release appeal process, compensatory time cash out, workers' compensation provision, American Disabilities Act, DMV license examination.

Council's Strategic Goal:

The Memorandum of Understanding addresses the City Council's Strategic Goal of Public Safety.

Background:

Yuba City Police Officers' Association's Memorandum of Understanding (MOU) expired June 30, 2023. The City and POA began meeting in Spring 2023 and signed tentative agreements on all matters on September 19, 2023. The City's Chief Negotiator, Michael Jarvis, and City Manager attended a POA meeting on October 19, 2023 to present information regarding negotiations and the City's financial outlook. As a result, the MOU was ratified by POA. Since the end of October, Mr. Jarvis and POA have been finalizing the MOU for POA's final approval and for City Council approval.

Analysis:

POA have agreed to a Memorandum of Understanding that includes, in summary, the following items:

1. Term: Three-year term from July 1, 2023 through June 26, 2026.
2. MOU, 3.2, Salary Surveys: This provision memorializes the salary survey and comparable agencies.
3. MOU, 3.3, Salary Increase: 3% salary increase.
4. MOU, 3.4, Wage Reopeners: Reopeners to discuss the City's financial position and the issue of wages.
5. MOU, 4.1 and 4.2, Sworn Overtime and Non-Sworn Overtime: Administrative "clean up" with all paid hours (including leave hours) counting towards hours worked for purposes of overtime calculations.
6. MOU, 4.3, Compensatory Time Off (CTO): Eliminates compensatory time cash out.
7. MOU, 5.1, Uniform Allowance: Increases uniform allowance to $34.62 per pay period and payment of uniform allowance is paid per pay period from yearly.
8. MOU, 5.3, Sworn Educational Incentive: Administrative "clean up" to ensure accurate language.
9. MOU, 5.6, Bilingual Pay: Effective November 18, 2023, 1.4% of base rate of pay for qualifying sworn employees and 2.25% of base rate for qualifying civilian employees. Two employees will receive a one-time bilingual stipend in the amount of $170 per employee. This is due to the change in how bilingual pay is paid and the adverse impact on the employees with the lower wages.
10. MOU, 5.7, Supervisor Premium: Replacement of obsolete language to maintain compliance with CalPERS.
11. MOU, 5.8, Call-Back Pay: Provision provides for how call-back pay will be paid and administered.
12. MOU, 5.9, Temporary Upgrade Pay: Replacement of obsolete language to maintain compliance with CalPERS.
13. MOU, 5.10, Court Pay: Administrative "clean up".
14. MOU, 5.11, Tuition Reimbursement: Administrative "clean up".
15. MOU, 6.1, Homeless Liaison Premium: Compensation for Police Officers assigned as a liaison to the unhoused population.
16. MOU, 6.2, Detective Assignment: Administrative "clean up".
17. MOU, 6.4, School Resource Officer: Administrative "clean up".
18. MOU, 6.6, Canine Pay: Administrative "clean up".
19. MOU, Article 7, Work Schedules: Administrative "clean up" with all hours counting towards hours worked.
20. MOU, 8.1, Holiday-in-lieu: Administrative"clean up" with removal of outdated language.
21. MOU, 10.2, Cash-in-lieu: Administrative "clean up".
22. MOU, 10.3, Dental and Vision Plans: Administrative "clean up".
23. MOU, 10.5, Retiree Health Savings Account (RHSA): City and employee contributions to RHSA.
24. MOU, 10.7, Flexible Spending Account: Administrative "clean up".

25. MOU, 10.8, Dependent Care Spending Plan: Administrative "clean up".
26. MOU, 11.2, Probationary Release: This provision removes the appeal process for promotional probationary releases.

The following provisions were removed from the POA MOU:
1. Employee Fitness Program: This provision does not apply to MOU.
2. Short Term Disability: The City's Short Term Disability program is being phased out.
3. Worker's Compensation: This provision is a reinstatement of the law.
4. American Disabilities Act: This provision is a reinstatement of the law.
5. DMV License Examination: This does not apply to this bargaining unit.

Fiscal Impact:

The increase for Fiscal Year 2023-2024 is $321,447. The increase for Fiscal Year 2024-2025 is $327,227.

Alternatives:

Do not approve the Police Officers' Association Memorandum of Understanding will result in no updated MOU. If this occurs, Staff will require direction to address next steps with POA.

Recommendation:

A. Approving the Memorandum of Understanding with Yuba City Police Officers' Association.
B. Authorizing the Finance Director to amend the salary schedule.
C. Authorizing the Finance Director to prepare supplemental appropriations in the amount of $321,447.

Attachments:
1. Attachment 1- Summary - POA 12-05-23 updated
2. Attachment 2 - POA Resolution
3. Attachment 3 - POA MOU
4. Attachment 4 - Salary Schedules

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Police Officers Association - December 5, 2023 Staff Report

	On-going	*One-time*	*Total*
FY 2023-24			
Salary increase - 3.0% COLA	$ 263,331		263,331
Bilingual Pay - 1.4% Sworn & 2.25% NonSworn	3,439		3,439
Homeless Liasion 5% Incencentive - 2 positions	11,600		11,600
Uniform Allowance - $34.62 biweekly	19,739		19,739
Retirement Health Savings Account	23,338		23,338
Total Cost	$ 321,447	$ -	$ 321,447

	On-going	*One-time*	*Total*
FY 2024-25			
Salary increase - 3.0% COLA	$ 267,163		267,163
Bilingual Pay - 1.4% Sworn & 2.25% NonSworn	5,341		5,341
Homeless Liasion 5% Incencentive - 2 positions	11,600		11,600
Uniform Allowance - $34.62 biweekly	19,457		19,457
Retirement Health Savings Account	23,666		23,666
Total Cost	$ 327,227	$ -	$ 327,227

General Fund	***$ 648,674***		***$ 648,674***
Water	$ -		$ -
Wastewater	$ -		$ -
SASA	$ -		$ -
VMF	$ -		$ -

ATTACHMENT 2

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE YUBA CITY POLICE OFFICERS' ASSOCIATION (POA) MEMORANDUM OF UNDERSTANDING JULY 1, 2023 – JUNE 26, 2026

WHEREAS, the City recognizes the Yuba City Police Officers' Association (POA) commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and POA met and conferred over the Memorandum of Understanding and;

WHEREAS, the City appreciates the efforts and energy the POA have put forth to finalize the MOU.

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Approve the attached POA Memorandum of Understanding, which includes the updated terms summarized in the associated staff report for this agenda item.

In addition, staff is authorized to make any necessary clarifying language changes as long as the changes do not modify the MOU's substantive terms or past practice.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution including supplemental appropriations in the amount of $321,447.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 5th day of December 2023.

AYES:

NOES:

ABSENT:

_____
Wade Kirchner, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

_____
Stacey Sheston, Special Counsel
Best Best & Krieger, LLP

ATTACHMENT 3

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 vase 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 conversation 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: _____

City of Yuba City

_____
Diana Langley, City Manager

_____
Michael W. Jarvis,
Liebert Cassidy Whitmore

Date: _____

Police Officers Association

Joseph Swallow (Nov 22, 2023 10:35 MST)
_____
Joseph Swallow, President

Timothy K. Talbot (Nov 22, 2023 09:25 PST)
_____
Timothy K. Talbot,
Rains Lucia Stern

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 - Dectective 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)

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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 that:

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) Benzoylecgonine
(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 though 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.

ATTACHMENT 4

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 - Dectective 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)

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CITY OF YUBA CITY
STAFF REPORT

Date: December 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Police First Level Managers (PFLM) Memorandum of Understanding (MOU)
Recommendation: Adopt a Resolution approving the Memorandum of Understanding with Police First Level Managers
Fiscal Impact: This is a "cleanup" item with a fiscal impact of $795 for 2023-2024.

Purpose:

To approve the Police First Level Managers (PFLM) three year term Memorandum of Understanding (MOU) effective July 1, 2023 through June 26, 2026, in summary: the MOU, approved at the November 7, 2023 City Council meeting, had holiday-in-lieu pay paid as 4.25% of base pay, which was a modification from the previous MOU that had holiday-in-lieu pay paid at 7.33 hours per month. However, the percentage of base pay results in less holiday pay than the defined hours per month. Both the City and PFLM have agreed to revert the holiday-in-lieu calculation back to 7.33 hours per month.

Council's Strategic Goal:

The Memorandum of Understanding addresses the City Council's Strategic Goal of Public Safety.

Background:

Police First Level Managers' Memorandum of Understanding (MOU) was approved at the November 7, 2023 City Council meeting. One of the revisions made was to reflect holiday-in-lieu pay as a percentage of base hourly pay, rather than as previously reflected in prior MOUs as pay calculated at 7.33 hours per month. The percentage identified in the MOU approved on November 7 was 4.25%. However, upon implementation of the holiday-in-lieu pay as a percentage of base pay, it was determined that 4.25% of base pay was not the correct percentage (i.e. it does not equal 7.33 hours of employees' monthly salary). As a result, the PFLM received a reduction in their holiday-in-lieu pay. It was neither the PFLM nor the City's intent for the PFLM to suffer a reduction in their holiday-in-lieu pay. Therefore, the City is recommending, and the PFLM agrees, (1) that the holiday-in-lieu pay language be amended to reflect the benefit being earned and paid at 7.33 hours of employees' monthly salary, and (2) the City make any employees whole for their losses for holiday-in-lieu being paid as a percentage.

Analysis:

PFLM have agreed to a Memorandum of Understanding that includes, in summary, the following items:
1. MOU, 6.2, Holiday-in-Lieu: Converting holiday-in-lieu percentage of base pay to hours per month.
2. Employees who were impacted negatively by holiday-in-lieu pay being paid as percentage shall be made whole up to the amount equal to holiday-in-lieu pay at 7.33 hours of employees' monthly salary.

Fiscal Impact:

This is a "cleanup" item with fiscal impact of $795 for 2023-2024.

Alternatives:

Do not approve the Police First Level Managers Memorandum of Understanding which will result in no updated MOU. If this occurs, Staff will require direction to address next steps with PFLM.

Recommendation:

Adopt a Resolution approving the Memorandum of Understanding with Police First Level Managers.

Attachments:
1. Attachment- 1 Summary - PFLM 12-05-23
2. Attachment 2 - PFLM Resolution
3. Attachment 3 -PFLM MOU

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Police First Level Managers - December 5, 2023 Staff Report

	On-going	*One-time*	*Total*
FY 2023-24			
Holiday Pay Revert to 7.33 hours per month	$ 795		795
Two -Year Cost Projections			
Total Cost	$ 795	$ -	$ 795

	On-going	*One-time*	*Total*
FY 2024-25			
Holiday Pay Revert to 7.33 hours per month no change	$ -		-
Two -Year Cost Projections			
Total Cost	$ -	$ -	$ -
Total Two Year Cost	$ 795		$ 795

General Fund	***$ 795***	***$ 795***
Water	***$ -***	***$ -***
Wastewater	***$ -***	***$ -***
SASA	***$ -***	***$ -***
VMF	***$ -***	***$ -***

ATTACHMENT 2

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE POLICE FIRST LEVEL MANAGERS (PFLM) MEMORANDUM OF UNDERSTANDING JULY 1, 2023 – JUNE 26, 2026

WHEREAS, the City recognizes the Police First Level Managers' (PFLM) commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and PFLM met and conferred over the Memorandum of Understanding that was originally approved at the November 7, 2023 City Council meeting and;

WHEREAS, the City staff and PFLM are updating holiday-in-lieu pay language so employees are not negatively impacted.

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Approve the attached PFLM Memorandum of Understanding, which includes the following terms:

PFLM have agreed to a Memorandum of Understanding that includes, in summary, the following items:
1. MOU, 6.2, Holiday-in-Lieu: Converting holiday-in-lieu percentage of base pay to hours per month.
2. Employees who were impacted negatively by holiday-in-lieu pay being paid as percentage shall be made whole up to the amount equal to holiday-in-lieu pay at 7.33 hours of employees' monthly salary.

In addition, staff is authorized to make any necessary clarifying language changes as long as the changes do not modify the MOU's substantive terms or past practice.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 5th day of December 2023.

AYES:

NOES:

ABSENT:

_____
Wade Kirchner, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

_____

Stacey Sheston, Special Counsel
Best Best & Krieger, LLP

ATTACHMENT 3

Memorandum of Understanding

Between

The City of Yuba City

And

Police First Level Managers

July 1, 2023, through June 26, 2026

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Preamble

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

Article 1 - Recognition

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

Article 2 - Management and Association Rights

2.1 Management Rights

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

2.2 Association Rights

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

Article 3 - Wages

3.1 Salary Increase

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

3.2 Wage Reopeners

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

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

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

3.3 Salary Surveys

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

Article 4 – Overtime

4.1 Sworn Overtime

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

4.2 Non-Sworn Overtime

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

4.3 Compensatory Time Off

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

Article 5 – Incentives

5.1 Longevity

Employees receive longevity pay as follows:

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

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

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

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

5.2 Sworn Education Incentive

Employees receive education pay as follows:

- Two and a half percent (2.5%) of their base hourly rate of pay for an Associate degree.

or

- Seven and a half percent (7.5%) of their base hourly rate of pay for a Bachelor degree.

and

- Two and a half percent (2.5%) of their base hourly rate of pay for a POST Intermediate Certificate.

or

- Seven and a half percent (7.5%) of their base hourly rate of pay for a POST Advanced Certificate.

and

- Five and two tenths of a percent (5.2%) of their base hourly rate of pay for a POST Supervisory Certificate.

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

5.3 Non-Sworn Education Incentive

Employees receive education pay as follows:

- Two and a half percent (2.5%) of their base hourly rate of pay for an Associate degree.

or

- Five percent (5.0%) of their base hourly rate of pay for a Bachelor degree.

and

- Two and a half percent (2.5%) of their base hourly rate of pay for a POST Public Safety Dispatch Advanced Certificate.

or

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

5.4 Bilingual Pay

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

5.5 Call-Back Pay

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

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

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

5.6 On-Call Pay

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

5.7 Daylight Savings Time

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

5.8 Uniform Allowance

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

5.9 Temporary Upgrade Pay

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

5.10 Supervisor Premium

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

5.11 Detective Pay

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

5.12 Traffic Pay

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

5.13 Field Training Officer

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

5.14 Tuition Reimbursement

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

5.15 Vacation Accrual Rates

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

Article 6 - Holidays

6.1 Holidays Observed

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

6.2 Holiday-in-Lieu

In lieu of time off for holidays and holiday pay, employees assigned to regular patrol shifts and dispatcher supervisor(s) receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis. This pay is computed at the hourly equivalent rate for the employee's monthly salary.

Article 7 - Public Employees Retirement System

7.1 Retirement Terminology

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

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

A new member is defined as:

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

- An employee who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or

- An employee who established prior membership in a retirement system and, after a break in service of more than six (6) months, returns to active membership in that system with a new employer.

7.2 Safety Retirement Formulas

A. Employees hired prior to December 16, 1989, receive the three percent (3%) at fifty (50) safety CalPERS formula with the one (1) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.

B. Employees hired between December 16, 1989, and July 1, 2012, receive the three percent (3%) at fifty (50) safety CalPERS formula with the three (3) year final average compensation period. The City pays one hundred (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.

C. Employees hired after June 30, 2012, who are not classified as new members receive the "3% at 55" safety CalPERS formula with the three (3) year final average compensation period. The City pays one hundred (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes

only. These employees pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.

D. Employees hired after December 31, 2012, who are classified as a new member receive the "2.7% at 57" safety CalPERS formula with the three (3) year final average compensation period. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

E. Optional CalPERS retirement benefits:

- Sick Leave Service Credit
  - If the conversation of an employee's eligible sick leave to CalPERS service credit would result in service credit or a pension benefit in excess of the maximum allowable pursuant to the applicable local safety member retirement plan, only the amount of sick leave needed to reach the maximum service credit or pension benefit will be certified to CalPERS. The employee's remaining unused sick leave balance will be paid out in accordance with the Rules.
- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
  - Optional Settlement 2
  - 1959 Survivor Benefit Level Indexed
  - Special
- Post-Retirement Death Benefits five-hundred-dollar ($500) Lump Sum
- Survivor Allowance (PRSA)
- Three percent (3%) Retirement COLA

7.3 Miscellaneous Retirement Formulas

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

B. Employees hired between August 1, 1991, and July 1, 2012, receive the two-point seven (2.7%) at fifty-five (55) miscellaneous CalPERS formula with the three (3) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

C. Employees hired after June 30, 2012, who are not classified as a new members receive the two percent (2%) at fifty-five (55) miscellaneous CalPERS formula with the three (3) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

D. Employees hired after December 31, 2012, who are classified as new members receive the two percent (2%) at sixty-two (62) miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay one-half the total normal cost as determined annually by CalPERS on a pre-tax basis.

E. Optional CalPERS retirement benefits:

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

Article 8 - Insurances

8.1 Health Plans

A. Medical Contributions

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

B. Cafeteria Plan

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

C. Cash-in-Lieu

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

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

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

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

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

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

8.2 Dental and Vision Plans

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

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

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

8.3 Life Insurance

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

8.4 Flexible Spending Account

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

8.5 Dependent Care Spending Plan

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

8.6 Employee Assistance Program (EAP)

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

8.7 Retiree Health Savings Account (RHSA)

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

Article 9 – Work Schedules

9.1 FLSA Work Period

Safety employees, regardless of rank, are subject to an FLSA work period that is twenty-eight (28) days in length with an FLSA overtime threshold of one hundred seventy-one (171) hours, pursuant to 29 U.S.C. section 207(k).

9.2 Patrol

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

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

9.3 Dispatcher Schedules

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

9.4 Non-Sworn Schedules

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

Article 10 – Deferred Compensation

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

Article 11 – Certifications

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

Article 12 – Leave Donation Program

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

Article 13 – Counseling Memorandum

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

Article 14 – Term of Agreement

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

Date: _____	Date: Nov 29, 2023
City of Yuba City	Yuba City Police Officers Association (Police First Level Managers Unit)
_____	Timothy K. Talbot Timothy K. Talbot (Nov 28, 2023 15:39 PST)
Diana Langley, City Manager	Timothy K. Talbot, Rains Lucia Stern
_____	Brian Thornton (Nov 29, 2023 10:27 PST)
Michael W. Jarvis, Liebert Cassidy Whitmore	Brian Thornton

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

Police First Level Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS 1	2	3	4	5	
6100*	POLICE SERGEANT	PFLM	7,573	7,952	8,350	8,768	9,206	Monthly
			43.69	45.88	48.17	50.58	53.11	Hourly
6106	POLICE RECORDS SUPERVISOR	PFLM	4,773	5,012	5,263	5,526	5,802	Monthly
			27.54	28.92	30.36	31.88	33.47	Hourly
6035	COMMUNICATIONS CENTER SUPERVISOR	PFLM	6,472	6,796	7,136	7,493	7,867	Monthly
			37.34	39.21	41.17	43.23	45.39	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 5.1 - Longevity Pay (Cumulative but not compounded)
Upon completion of service with the City of Yuba City:

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

MOU Article 5.2 & 5.3 - Education Incentive
Education Incentive Pay shall be base pay cumulative but not compounded
Sworn personnel shall have a 12.7% cap

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

Non-sworn personnel

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

MOU Article 5.4 - Bilingual Pay
Police First Level Managers who are certified as bilingual will receive a bilingual pay incentive 1.4% of their base hourly rate:

MOU Article 6.2 - Holiday Pay
In lieu of time off for holidays and holiday pay, officers assigned to regular patrol shifts and public safety dispatchers receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis.

This pay is computed at the hourly equivalent rate for the employee's monthly salary.

MOU Article 5.12 & 5.13 - FTO Pay and Traffic Division
Employees assigned to Field Training Officer, and/or the Traffic Division
shall receive 5% of incentive pay (calculated from base hourly wage).

MOU Article 5.11 - Detective and Net-5 (increase from 5% to 7.5% effective 9/28/19)
Employees assigned to Investigation and/or Net-5
shall receive 7.5% of incentive pay (calculated from base hourly wage).

EMPLOYEE BARGAINING GROUPS

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

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

Police First Level Managers

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

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

MOU Article 5.2 & 5.3 - Education Incentive
Education Incentive Pay shall be base pay cumulative but not compounded
Sworn personnel shall have a 12.7% cap

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

Non-sworn personnel

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

MOU Article 5.4 - Bilingual Pay
Police First Level Managers who are certified as bilingual will receive a bilingual pay incentive 1.4% of their base hourly rate:

MOU Article 6.2 - Holiday Pay
In lieu of time off for holidays and holiday pay, officers assigned to regular patrol shifts and public safety dispatchers receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis. This pay is computed at the hourly equivalent rate for the employee's monthly salary.

EMPLOYEE BARGAINING GROUPS

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

Appendix “B” – Catastrophic Illness and Injury Donation Plan

Purpose

To assist employees confronting personal or family catastrophic illness or injury who need the support of City employees to avoid financial hardship.

Plan Guidelines

1. Regular and probationary employees who are on an approved leave of absence (in accordance with Human Resources Rules 2.11 (B) or (D)) may receive donated hours of vacation, sick leave, or compensatory time off (CTO) from other employees.

2. Employees seeking donations of time must submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources reviews the requests. Each request is evaluated solely on its merits. If approved, the Director of Human Resources will initiate efforts to notify City employees of the request for the donation of hours. The name of the employee will be identified but the City will not release confidential medical information.

If disapproved, the requesting employee may seek review of the decision by the joint labor-management committee consisting of one representative from each of the following groups:

A) Yuba City Employees Association
B) Firefighters’ Association
C) Police Officers’ Association
D) Middle Managers Group
E) First Level Managers Group
F) Human Resources Department

In the event the Committee reaches a tie decision, the decision will be made in favor of the employee.

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

3. To be eligible for donated leave hours, the employee must be on an approved leave of absence for their critical illness or injury or to provide required care for a family member (spouse, child, parent) who is critically ill or injured. The guidelines of Family Care Leave (Human Resources Rule 2.11 (D)) will be used to determine whether the critical illness or injury qualifies for the donation of leave hours. Verification of need via physician statements will normally be required. The employee must have exhausted, or is reasonably expected to exhaust, accumulated leave hours (vacation, sick leave, CTO) to receive leave.

Appendix “C” – Counseling Memo Policy

When a department head becomes aware of employee conduct, which requires documentation but does not warrant formal disciplinary action, a counseling memorandum may be issued to the employee. The purpose of a counseling memo is to provide notice to the employee of a deficiency or problem observed, document infractions, and modify behavior.

Counseling memos will be issued in a standard form used by the City. A copy of the counseling memo will be given to the employee and a copy is to be maintained in the employee’s personnel file for a period of two years. At the conclusion of two years, the employee can ask that the counseling memo be removed from the personnel file. At that time or any time thereafter that it is discovered that a counseling memo exists in the personnel file after two years, all copies are to be removed from any file maintained by the City, including the department or supervisor, and given to the employee. No future reference to the counseling memo will be made in a subsequent disciplinary process or performance evaluation. However, should an employee receive a subsequent counseling memo, or other disciplinary action within the two-year period, a counseling memo is not discarded until a two-year period has passed in which no counseling memo or disciplinary action has been issued.

During the two-year period the counseling memo may be used by a supervisor to support disciplinary action. The fact that a counseling memo has been issued is not to be referenced in a performance evaluation, however the substance of the counseling memo may be referenced in a performance evaluation if the supervisor deems it necessary.

Counseling memos used prior to the adoption of this Memorandum of Understanding are subject to this policy.

CITY OF YUBA CITY
STAFF REPORT

Date: December 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Emergency Purchase of One (1) BME Targhee Standard Model 34 Type 3 Engine

Recommendation: Adopt a Resolution by finding that it is in the best interest of the City to do so to:

A. Award the purchase of one (1) BME Targhee Standard Model 34 to Golden State Apparatus of Sacramento, CA, in the not-to-exceed amount of $509,448 for the complete body and chassis, and

B. Authorizing the purchase of necessary equipment and decals to place the vehicle in service, estimated at $50,000, and

C. Authorize the Finance Director to make a supplemental appropriation of $135,000 in the Vehicle Replacement Fund

Fiscal Impact: This emergency purchase totaled $559,448 for a vehicle already in the Vehicle Replacement Plan and funds are available in the Vehicle Replacement Fund for $424,500, account number 6610-69415, including equipment and set up. However, an additional $135,000 in appropriation is needed.

Purpose:

Purchase of one (1) new Type 3 engine for the Fire Department.

Council's Strategic Goal:

This purchase supports the City Council priority of public safety.

Background:

For the fiscal year 2023-24 capital acquisition budget, the Fire Department command staff identified the need, requested, and City Council approved a Type 3 wildland fire engine. At the October 3rd council meeting, City Council approved and secured $1 million in lease financing for three heavy duty vehicles, which includes this engine. The original budget and desire of the department was to purchase a very specific CalFire build specification of the BME type 3 fire engine model called “Targhee,” but that model specification manufacturing is now unavailable for an undetermined length of

time. The department is now forced to consider alternatives. To add to the difficulty in acquiring such a fire engine, the heavy vehicle manufacturers are producing vehicles slowly and sparingly and demand for all heavy vehicles continues to grow into a very difficult and competitive purchasing environment.

Analysis:

With the difficulty in finding suitable vehicles to replace the worst of the City's fleet, the City Manager and Finance Director have authorized fleet staff to make emergency purchases of vehicles meeting the City's specifications that become available on a case-by-case basis, after consulting with both the City Manager and the Finance Director, and when funds are existing in the City's Vehicle Replacement Plan. Recently, Golden State Fire Apparatus contacted our Fire Department to announce they have 12 BME Targhee Model 34 Type 3 engines in inventory with stock specifications that meet our department's needs. These stock engines are $134,948 (32%) more than the CalFire specifications engines in our budget. These engines will be sold quickly, so the City Manager and Finance Director authorized the purchase to avoid a lengthy wait for more engines to become available. The financing mentioned above will be sufficient to cover this anticipated increase in price, including upfitting with equipment and decals in order to place the engines in service.

Fiscal Impact:

This emergency purchase totaled $559,448 for a vehicle already in the Vehicle Replacement Plan and funds are available for $424,500 in the Vehicle Replacement Fund, including equipment and set up; 6610-69415. Authorize the Finance Director to make the following supplemental appropriations to the FY 23/24 Adopted Budget: Vehicle Replacement Fund 6610-69415 for $135,000.

Alternatives:

1. Sell purchased vehicles for very little loss and wait for orders from a major manufacturer to be filled in FY 2024-25, or after.

Recommendation:

Adopt a resolution by finding that it is in the best interest of the City to do so to:

1. Award the purchase of one (1) BME Targhee Standard Model 34 to Golden State Apparatus of Sacramento, CA, in the not-to-exceed amount of $509,448 for the complete body and chassis, and

2. Authorizing the purchase of necessary equipment and decals to place the vehicle in service, estimated at $50,000, and

3. Authorize the Finance Director to make a supplemental appropriation of $135,000 in the Vehicle Replacement Fund

Attachments:
1. Resolution

Prepared By:
Spencer Morrison
Finance Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING THE EMERGENCY PURCHASE OF ONE TYPE 3 WILDLAND FIRE ENGINE

WHEREAS, the Fleet Maintenance staff reviews the City's vehicles to determine which are recommended for replacement. This is done by reviewing the age of the vehicle, amount of miles on the vehicle and the anticipated maintenance cost if the vehicle remains in service; and

WHEREAS, City Council approved financing for $1 million of heavy vehicles from JP Morgan Chase with resolution 23-131 on October 3, 2023; and

WHEREAS, City staff could not have predicted the supply-chain-related issues that would plague the entire heavy vehicle industry in 2021 and effectively halt production later that same fiscal year making all such vehicles especially difficult to purchase still today; and

WHEREAS, the City has several, aging heavy vehicles that are becoming very costly to operate due to frequent breakdowns and parts availability;

WHEREAS, with the difficulty in finding suitable vehicles to replace the worst of the City's fleet, the City Manager has authorized, per section 9.4 of the Purchasing Policy, fleet staff to make emergency purchases of vehicles meeting the City's specifications that become available on a case-by-case basis, when funds are existing in the City's Vehicle Replacement Plan.

NOW THEREFORE, the City Council of Yuba City does resolve as follows:

The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

The City Council finds that a sole source award is appropriate on the grounds that the current significant supply-chain issues have made it very difficult to obtain fire engines.

The City Council hereby authorizes the purchase of one (1) stock BME Targhee Standard Model 34 type 3 engine to Golden State Fire Apparatus of Sacramento, CA in the not-to-exceed amount of $509,448, with the finding that it is in the best interest of the City. The City Manager is authorized to enter into an agreement for the same, subject to approval as to legal form by the City Attorney.

The City Council hereby authorizes the purchase of necessary equipment and decals to place the vehicles in service, estimated at $50,000.

The City Council hereby authorizes the Finance Director to make a supplemental appropriation to the Vehicle Replacement Fund in the amount of $135,000.

This resolution shall become effective immediately.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 5th day of December, 2023.

AYES:

NOES:

ABSENT:

_____
Wade Kirchner, Mayor

ATTEST:

_____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

_____
Shannon Chaffin, Esq.
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: December 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By:

Summary
Subject: Ceremonial Nomination of Mayor
Recommendation:
Fiscal Impact:

Attachments:
None

Prepared By:
Name
Title

Submitted By:
Name
Title

CITY OF YUBA CITY
STAFF REPORT

Date: December 5, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By:

Summary

Subject: Ceremonial Nomination of Vice Mayor
Recommendation:
Fiscal Impact:

Attachments:
None

Prepared By:
Name
Title

Submitted By:
Name
Title