

# MEMORANDUM OF UNDERSTANDING

Between

The City of Yuba City

And

The Yuba City Police Officers' Association

July 1, 2019 through June 30, 2021

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## **ARTICLE 1 MANAGEMENT AND ASSOCIATION RIGHTS**

### **1.1 Management Rights**

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

### **1.2 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 Myers-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 2 WAGES**

### **2.1 Hourly Rate Increase**

Effective the first full pay period following July 1, 2019, the City agrees to implement a 5% hourly rate increase.

Effective the first full pay period following July 1, 2020, the City agrees to implement a 4% hourly rate increase.

### **2.2 New 9-Step Salary Schedule**

Effective March 3, 2018, a 9-step salary schedule was implemented for new City employees hired in any non-sworn positions (excluding the Dispatcher classification). The 9-step salary schedule shall have both the first step and last step the same as the 5-step salary schedule.

### **2.3 Detective Assignment**

Assignment of an employee in the Police Officer classification to the Investigation Division or NET Unit shall include a seven and one-half (7.5) percent compensation above the appropriate Police Officer salary step for the period of the temporary assignment.

### **2.4 Traffic Assignment**

Effective the first full pay period after adoption, an employee in the Police Officer classification regularly assigned to the Traffic Division (motorcycle) shall include a five percent (5%) compensation above the appropriate Police Officer salary step for the period of the assignment.

### **2.5 Educational Incentive**

Sworn personnel shall receive educational incentive as follows:

- |                                 |      |
|---------------------------------|------|
| • AA or AS degree               | 2.5% |
| • BA or BS degree               | 7.5% |
| • POST Intermediate Certificate | 2.5% |
| • POST Advanced Certificate     | 7.5% |

Effective the pay period that includes July 1, 2020, education incentive pays for all sworn personnel who possess an Advanced POST certificate shall receive 5% incentive pay and the cap for employees with an Advanced POST certificate shall be increased to 10%.

Effective the first full pay period after adoption, non-sworn personnel shall be paid as follows:

- AA or AS degree 2.5%
- BA or BS degree 5.0%

Dispatcher only will also receive:

- POST Public Safety Dispatch Intermediate 2.5%
- POST Public Safety Dispatch Advance 2.5%

All education degrees shall be from educational institutions that are regionally accredited. Incentive pays are not cumulative, meaning that an employee is eligible only for one incentive for each type of degree or certificate (i.e., if an employee has two Associate's degrees, the employee is eligible for an incentive of 2.5%; if an employee has an Associate's degree and a POST Intermediate Certificate, the employee is eligible for an incentive of 5.0%). Incentive pays are not compounded, meaning that each incentive is separately applied to the employee's base pay. The total of all the above incentives shall not exceed 7.5%.

For all employees hired after February 20, 2018, all educational degrees shall be in Administration of Justice, Criminal Justice, or closely related field.

## **2.6 Bilingual Pay**

Sworn and non-sworn employees who are proficient in speaking a foreign language shall receive a \$100.00 per month bilingual pay incentive. The method for certifying proficiency and the determination of which languages will be covered under this program shall be determined by the City in consultation with the Police Officers' Association.

## **2.7 Holiday Pay**

In lieu of time off for holidays and 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. This pay shall be computed at the hourly equivalent rate for the employee's monthly salary. For new or terminating employees, said in lieu pay shall be pro-rated from the date of employment or to the date of termination within the pay period.

## **2.8 Holidays**

Police employees working a four (4) day, ten (10) hour work schedule with holidays off, shall only receive 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 Section 2.10, HOLIDAYS, (B), of the Personnel Rules and Regulations. 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 shall be worked without additional compensation or taken as a day off without pay or with use of leave time.

## **2.9 Field Training Officer**

Community Service Officers and Dispatcher II designated as Field Training Officers by the Police Chief, shall receive five percent (5%) additional compensation (calculated from their base hourly wage) on an hour per hour basis while training other Community Service Officers or Dispatchers under the department's designated training program.

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

## **2.10 Court Appearance**

Court time is defined as that period of time when an employee is required to appear in court as part of the performance of his/her normal duties on a day when the employee would not otherwise be scheduled to work. Court time will be compensated only when the employee is required to appear in court in connection with his/her duties at a time when he/she is not otherwise scheduled to be working. An employee will not be granted court time during the same time period that callback time is compensable. Court time may be paid or accrued as compensatory time in the same manner and shall be commuted on the same basis of three (3) hours or the actual amount of the time the employee is required to appear in court, whichever is greater.

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.

City and Association agree to work cooperatively to reduce the amount of court appearance time and overtime expenses spent for court appearances. To that end, should a program be developed in coordination with the Sutter County Court to recall officers by the use of beepers, telephone check-in, or any other method, the Department shall be able to implement such program after meeting and conferring with the Association regarding compensation related issues.

## **2.11 Acting Pay**

Employees assigned to higher classifications on a temporary basis shall receive acting pay. Employees will be compensated by receiving pay in the higher classification at that step in the salary range which results in a minimum of a 5% increase in compensation over their current base wage rate.

In order to qualify for acting pay, employees must:

- A. Work a minimum of four consecutive hours in order to be eligible for compensation;
- B. Meet the minimum qualifications for the higher classification; and
- C. Be assigned with the approval of the Police Chief, or his/her designee.

Time spent in acting assignments may be considered during promotional recruitment but shall not substitute for minimum qualifications for education and experience requirements.

## **2.12 On Call Pay**

Detectives who are assigned to on-call status during weekday evenings (Monday - Thursday, 5:00 p.m. to 8:00 a.m.) will receive standby pay of \$2.45 per hour.

## **2.13 Canine Unit Compensation:**

- A. **Hours Worked:** The City and Police Officer's Association 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 shall continue 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 apply in calculating the FLSA rate of pay.
- D. **Travel Time:** Travel time to and from work with police dogs in transport shall not be 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 Association 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:** All parties agree that when the Police Chief or designee decides, in his/her sole discretion, to retire the canine from active duty, the current handler may purchase the canine from the City for one (\$1.00) dollar. Upon the sale of the canine, the current handler will assume all further costs and liabilities associated with the canine, and the City will forever be released from all such costs and liabilities.

#### **2.14 Daylight Savings Time**

POA employees who work on those days when the daylight savings time change occurs shall be 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 shall be allowed to use vacation or accumulated compensatory time to make up the difference. Vacation or accumulated compensatory time so used shall be considered as in pay status.

#### **2.15 Uniform Allowance**

For all positions required to wear a uniform, a uniform allowance of \$684.25 per year shall be paid.



## **ARTICLE 3 PUBLIC EMPLOYEES RETIREMENT SYSTEM**

### **3.1 Retirement Terminology**

Retirement benefits shall be provided to eligible employees in accordance with the appropriate, then existing, contract between the City and the California Public Employees' Retirement System (CalPERS).

The use of terms "classic member" and "new member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA). For ease of reference, a summary of these definitions is provided below, however, the definitions set forth in the CalPERS statutes and regulations, as applied by CalPERS, shall control.

A new CalPERS member is defined as:

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

### **3.2 Classic Member Retirement Formula**

A. Employees classified as classic member miscellaneous category:

- The 2.7% at 55 (8% member contribution) CalPERS formula shall be provided for classic member miscellaneous category employees hired on or before June 30, 2012. Effective July 1, 2012, 2% at 55 formula (7% member contribution) was provided for new classic member miscellaneous employees hired on or after July 1, 2012.

B. Employees classified as classic member safety category employees:

- The 3% at 50 CalPERS formula shall be provided for classic member safety category employees hired on or before June 30, 2012. Effective July 1, 2012, 3% at 55 formula was provided for new classic safety member employees hired on or after July 1, 2012.

C. Non-safety employees hired prior to August 2, 1991 shall have their benefit based on single highest year of salary. Classic member employees hired on or after August 2, 1991, shall have their benefit based on the three highest years of salary.

D. Safety employees hired prior to December 16, 1989, shall have their benefit based on the single highest year of salary. Classic member employees hired after December 16, 1989, shall have their benefit based on the three highest years of salary.

- E. All other current retirement benefits including the optional benefit programs in the existing contract between the City and CalPERS for miscellaneous and safety members shall remain in effect to the extent permitted by law.

### **3.3 “New Member” Retirement Formulas Provided by Statute**

- A. Effective January 1, 2013, employees classified as new member miscellaneous category employees:

- 2% at 62 retirement formula.

- B. Effective January 1, 2013, employees classified as new member safety category employees:

- 2.7% at 57 retirement formula.

### **3.4 CalPERS Contributions By Employees**

- A. Employees classified as classic miscellaneous:

- All classic miscellaneous employees shall cost share 8% (or 7% for those classic members at the 2% at 55 retirement formula) towards the employer contribution rate.

- B. Employees classified as classic safety category employees:

- All classic safety employees shall cost share 9% towards the employer contribution rate.

- C. New Members shall contribute towards their retirement benefits in accordance with PEPRA.

- D. All applicable contributions identified in (A) thru (C) above shall be made through payroll deduction on a pre-tax basis as permitted by law.

### **3.5 City’s Paying and Reporting the Value of the Member Contribution (Classic Only)**

The City shall pay 100% of the employee’s contribution to CalPERS and continue to report 100% of the employer payment of member contributions to CalPERS as additional compensation for retirement purposes only.

## **ARTICLE 4 HEALTH, DENTAL, VISION, LIFE INSURANCE & EAP**

### **4.1 Health Plans**

- A. Employee Contributions:

Employee contributions are on a pre-tax basis.

- B. Health Care Premium Cost:

The split is 80%/20% between the City and the employee, with the City paying 80% of the total premium cost and the employee paying 20%. The contribution shall be based on

the lowest cost (as measured by premium cost) PORAC health plan available.

**C. Cash-in-Lieu Payment:**

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than entire coverage shall be as follows:

Employees, who reduce the level of health care coverage to which 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, shall be entitled to a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the PORAC health plan.

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

The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage will be based on the below percentages of the PORAC health plan:

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

The Cash-in-Lieu incentive is only available for employees choosing to "waive" medical insurance coverage with the City in favor of comprehensive coverage through another employer; covering dependents under an "individual" policy does not qualify for the incentive.

In addition, employees may also make an election to reduce their wages before-tax for reimbursed medical expenses and dependent care expenses.

#### **4.2 Dental and Vision Plans**

The City shall pay 90% of the premium and employees shall pay 10% of the premium. Premiums will be based on periodic actuaries conducted by an outside consultant. Effective January 1, 2020, for dental, the calendar year maximum shall increase to \$1,750 and for vision, the benefit maximum (as defined in the plan document) shall increase to \$600 every 24 months.

#### **4.3 Claims Administrator**

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

#### **4.4 Health Plan Benefits**

The Police Officers' Association shall designate one (1) representative to the committee. The general purpose of the committee is to address benefit plan design and cost containment. The committee will also contain members from other employee groups.

#### **4.5 Life Insurance**

A life insurance benefit amount of \$5,000 shall be maintained at the City's expense for employees in the Police Officer's Association. Dependent life insurance \$2,000 per dependent (spouse and children from 6 months to 19). Payment for dependent life insurance is the responsibility of the employee.

#### **4.6 Employee Assistance Program (EAP)**

The Yuba City employee assistance program (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 City 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.

#### **4.7 Absences Paid for Job Related Injury (Non Safety)**

For non-safety employees, appropriate worker's compensation benefits shall be paid in accordance with the Rules, 2.15, E.

#### **4.8 Vacation Accrual Rates (Sworn only)**

Lateral, sworn employees from other agencies shall receive credit for prior public sworn service when determining years of service for vacation benefits. For all current sworn employees who lateraled into the Police Department prior to this agreement shall receive credit for prior public sworn service for purposes of future vacation accrual. There shall be no retro vacation leave bank balance adjustments.

#### **4.9 Tuition Reimbursement**

Effective the first full pay period after adoption, tuition reimbursement shall be increased to a maximum of five thousand dollars (\$5,000) per fiscal year.

### **ARTICLE 5 WORK SCHEDULES**

#### **5.1 Patrol**

The City will adopt FLSA 207(k) exemption with a 14-day work period for sworn personnel effective the second pay period in January 2019. Sworn patrol staff will work 14-day work period consisting of 4-11s/3-11s schedule work weeks. Sworn officers working in the Traffic Division or Detective Division will work various schedules as determined by the Department, with the same entitlement to overtime (see Section 5.5 below) An additional 9-hour shift will occur approximately every 3<sup>rd</sup> 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.

#### **5.2 Patrol Work Hours**

It is the goal of the Police Department management to limit the standard police officer workday, inclusive of overtime, to a maximum of 14 hours on an assigned shift. While acknowledging this goal, it is also recognized that the inability to contact personnel, unforeseen requirements of service delivery and emergency situations could extend such working hours to 16. If an officer is required to work 16 hours within one workday, he/she will not be required to report back to work without an 8-hour break. If the 8 hours is within his/her regularly scheduled shift, the officer will be required to take the time off from his/her earned leave. Final determination of need requirements rests with the shift supervisor/manager who is held responsible for appropriate staffing to meet needs.

#### **5.3 Dispatch**

Overtime compensation shall be paid for hours in excess 40 in any one workweek. It is recognized that the terms of the agreement may be varied, modified or otherwise altered in order to implement the work schedule in a practical manner.

#### **5.4 Training Time**

Conversion to the work schedules discussed above which have a minimum of 2080 base annual hours shall not require employees to attend training in addition to scheduled work hours as part of their base compensation.

#### **5.5 Overtime**

Subject to the limitations below, sworn patrol employees will be eligible for overtime compensation. Sick leave hours will not be counted as hours worked for either sworn or non-sworn employees. This will limit a sworn employee's eligibility for overtime in any single 14-day work period (40-hours in one 7-day work period for non-sworn employees). All other forms of paid leave will be counted as hours worked. Overtime compensation is paid at time-and-a-half an employee's regular rate of pay.

Contract overtime occurs when an eligible employee works hours beyond their regular daily, assigned shift (for example sworn employees—beyond 11-hour patrol shifts or 9-hour training shift, non-sworn—beyond 8 hours) or when an eligible employee works additional hours on their scheduled days off (for example: a fifth 11-hour shifts within a 14-day work period). The recurring 9-hour training shift for sworn employees will be compensated at the base hourly rate not at the overtime rate unless the total hours worked exceed 86 for the 14-day work period.

Sworn employees who use sick leave in any 14-day work period are ineligible for shift overtime during that particular period until the number of overtime hours actually worked exceeds the number of sick leave hours used in that 14-day work period. This means that if a sworn officer calls in sick for a regularly scheduled 11-hour shift, then the sworn officer will not be eligible for overtime unless and until the officer actually works more than 11 overtime hours (i.e., by working past the end of a daily shift or by working an extra shift) during that 14-day work period.

"FLSA overtime" occurs when an employee actually works (i.e., not counting paid time off) beyond the maximum number of hours in the applicable work period (i.e. beyond 86 hours in the 14-day period for sworn, or beyond 40 hours in the 7-day work period for non-sworn). Contract overtime hours that also contribute to FLSA-overtime for a given work period are paid only once at the premium rate. For example, if a non-sworn employee regularly scheduled to work five, 8-hour days Monday through Friday works 10 hours on Tuesday, the 2-hours of "shift" overtime also count as 2 hours of FLSA overtime, and thus are paid as overtime only once (i.e., a total of 2 hours of overtime for that week).

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

### **ARTICLE 6 EMPLOYEE FITNESS PROGRAM**

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

### **ARTICLE 7 CERTIFICATIONS**

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



## **ARTICLE 8 DEPARTMENT OF TRANSPORTATION COMMERCIAL DRIVER LICENSE TESTING**

It is mutually agreed that the Addendum to the Alcohol and Drug Abuse Policy Implementing the Omnibus Transportation Employee Testing Act of 1991 (Exhibit A) shall remain in effect.

## **ARTICLE 9 LEAVE DONATION PROGRAM**

The City currently facilitates a Leave Donation Program to assist employees dealing with a catastrophic illness or injury. While an employee is utilizing any such 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 30 calendar days of Catastrophic Leave or until Short Term Disability (STD) starts.

## **ARTICLE 10 COUNSELING MEMORANDUM**

The attached policy on Counseling Memos (Exhibit C) shall remain in effect.

## **ARTICLE 11 COMPENSATORY TIME**

### **11.1 Maximum Accumulation**

Compensatory time for employees in the Police Officers' Association may be accumulated to a maximum of eighty (80) hours.

### **11.2 Maximum Cash Out**

Upon written request, employees in the Police Officers' Association shall be paid for up to 40 hours, per fiscal year, of recorded compensatory time. Payment will be at the earliest payroll period. The City, at its option, may reimburse an employee in the Police Officers' Association up to 40 accrued hours of compensatory time at the end of any fiscal year. Any additional employee requests are subject to the approval of the department head or designated representative.

### **11.3 Doctrine of Constructive Receipt**

Both parties agreed to meet and confer during the term of this agreement to resolve any potential doctrine constructive receipt issues.

## **ARTICLE 12 DMV LICENSE EXAMINATION**

Physical examinations for Police Officers' Association who are required to maintain a Class A or B California driver's license as a job requirement shall have the expense paid by the City. Employees may elect to go to their own personal physician or to the medical center designated by the City. Employees electing to go to their own personal physician shall be reimbursed upon submission of an itemized receipt to the Human Resources Department. The maximum amount eligible for reimbursement is the amount the City has contracted for with the designated medical center.

## **ARTICLE 13 SHORT TERM-DISABILITY**

### **13.1 Waiting Period**

A 30-calendar day waiting period must pass before benefits are payable.

### **13.2 Premium**

The City shall set the STD rates based on outside actuarial; no premium cap shall exist.

### **13.3 Benefit**

The benefit shall be equal to 60% of earnings at time of the disabling event; no dollar cap on the benefit shall exist.

## **ARTICLE 14 DETECTIVE UNIT ASSIGNMENT**

### **14.1 Assignment**

It is agreed that individuals in the Police Officer classification are assigned to the detective division on a rotational assignment basis. In addition, an officer assigned to the NET-5 task force shall serve on a rotational assignment basis. Officers shall serve a term of two to five years in length.

### **14.2 Rotation**

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.

### **14.3 Assignment Process**

The process used to rotate the officer from the assignment with a term of up to five year shall be as follows:

1. If the currently assigned officer is interested in reappointment, this officer shall have first consideration for reappointment. The Police Chief shall retain 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 shall retain sole discretion in selecting an officer for the five-year rotation term assignment.

## **ARTICLE 15 SCHOOL BASE OFFICER ASSIGNMENTS**

In recognition of the desire to provide law enforcement personnel for school-based assignments by the City and to encourage personnel to actively participate in such assignments, the following is agreed:

### **15.1 School Resource Officer**

School based assignments are defined as the School Resource Officer.

### **15.2 Procedure**

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

### **15.3 Work Schedule**

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

### **15.4 Christmas Break (School)**

School based officers will be allowed the Christmas school break as additional time off, in conjunction with their holiday schedule, subject to the following:

- A. Officers may be assigned to work due to operational needs of the department requiring additional 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 Christmas school break as time off or instead be scheduled to work will be at the sole and exclusive discretion of the Police Chief.
- D. The time off during this break shall utilize the Christmas and New Year's Day holidays and the day off before one of these holidays, as specified in Section 2.10 (B) of the Personnel Rules and Regulations.
- E. During the summer recess period, holidays for school-based officers will be issued in accordance with Section 2.10 (B) of the Personnel Rules and Regulations.

#### **15.5 Revision**

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

### **ARTICLE 16 PROBATIONARY APPEALS**

It is agreed that no appeal rights exist for newly hired employees who are rejected from employment during their initial probationary periods unless the employee alleges that the rejection from probation was untimely. However, peace officers who fail a promotional probationary period (not an initial hire probation with the City) shall be afforded an appeal process as required by the Public Safety Officer's Procedural Bill of Rights, Gov. Code 3303 and 3304. Appeals from a rejection from probation shall comply with the appeals process normally provided for disciplinary actions, except that the remedy shall not necessarily include reinstatement.

### **ARTICLE 17 MEAL ALLOWANCE**

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

### **ARTICLE 18 WORKER COMPENSATION EXERCISE INJURIES**

The City agrees that employees who incur an injury sustained in the physical exercise room at the Police Department facility will be extended benefits for worker compensation coverage in accordance with State regulations and laws. The department reserves the right to monitor and specify safety practices related to the use of exercise equipment.

### **ARTICLE 19 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 shall 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 shall be followed.

### **ARTICLE 20 AMERICAN DISABILITIES ACT (ADA) COMPLIANCE**

#### **20.1 Accommodation**

Because the ADA requires accommodations for individuals protected under the Act, and because

these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement and the Personnel Rules may be disregarded in order for the City of Yuba City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

## **20.2 Legal Obligation**

The parties recognize that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The City will notify the Association and the affected employees of these proposed accommodations prior to implementation.

## **20.3 Protection**

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

## **ARTICLE 21 INTEREST BASED PROBLEM SOLVING**

The employees and the City utilized the Interest Based Problem Solving Process philosophy to negotiate this contract. This contract represents the results of open, honest sharing of information and concerns related to issues for the employees and the City. Based on the philosophy of using this process, the employees and the City agree and understand that this is a living contract and agree to meet and discuss any items within this agreement that become of concern to either party during the course of this agreement. Both parties understand that any changes to this agreement are subject to the mutual consent of the employees and the City Administrator and are also subject to approval by the City Council.

## **ARTICLE 22 DISPATCHER TRAINING**

As a result of layoffs, if an employee bumps into any of the Public Safety Dispatcher classifications and has not occupied any of the Public Safety Dispatcher classifications within the last 12 months, the employee will bump to the Public Safety Dispatcher I position for re-training purposes regardless of the employee's previously held position. After the re-training period, the employee will be evaluated by the Police Chief or his designee for placement in previously held Public Safety Dispatcher classification.

## **ARTICLE 23 COMPARABLE AGENCIES**

The Parties have agreed that the following agencies are comparable for purposes of salary data collection: City of Chico, City of Lincoln, City of Rocklin, City of West Sacramento, City of Woodland, County of Sutter, and County of Yuba.

## **ARTICLE 24 UNIT MODIFICATION**

**24.1** The unit governed by this MOU has been modified to add the non-sworn, miscellaneous position of Administrative Assistant in the Police Department.

**24.2** The terms and conditions of the Side Letter approved on April 22, 2014 (Exhibit D), employment applicable to the Administrative Assistant in the Police Department position will continue during this term of this MOU.

## ARTICLE 25 MISCELLANEOUS

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.

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 Association 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 shall be 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 shall preclude the parties from meeting or conferring by mutual consent.

## ARTICLE 26 TERM OF AGREEMENT

The term of this agreement shall be July 1, 2019 through June 30, 2021.

Date: 9-24-19 Date: 9-12-19

CITY OF YUBA CITY

POLICE OFFICERS' ASSOCIATION



Michael Rock, City Manager



Michael Pugh



Robin Bertagna, Director of Finance



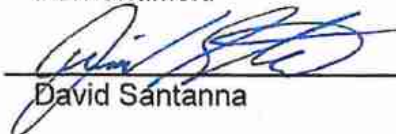
Michael Gwinnup



Natalie Springer, Director of Human Resources



Dan Shuffield



David Santanna



## **THE CITY OF YUBA CITY**

### **Addendum to Alcohol and Drug Abuse Policy Implementing the Omnibus Transportation Employee Testing Act of 1991**

The purpose of this policy is to assure 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. In order 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 in which 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 supersede 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 shall 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 shall 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 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive employee shall 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 shall be considered as having a positive test result and shall 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 shall 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 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 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 regards 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 shall 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 shall pay 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 shall have 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 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36-month period will result in termination from employment. A positive follow-up test after 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 shall 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 shall be 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 shall 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 shall be 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 shall also be subject to testing on a randomly selected, unannounced basis.

Testing shall be 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

unannounced basis.

Testing shall be 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 for 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 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 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four hours unless a re-test results in an alcohol concentration 0.02 or less. An alcohol concentration of 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). 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 shall 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 on the basis of 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. 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 other 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 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 shall not be less than 6 tests during the first 12 months, nor longer than 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 72 hours of notice of the initial test result. Requests after 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 recover treatment costs will be borne by the safety-sensitive employee. Employee will be immediately terminated on the occurrence of a second verified positive test result within 36 months and may be terminated or offered additional rehabilitation at the City's

sole discretion after 36 months.

## **H. CONTINUOUS COMPLIANCE REQUIREMENTS**

The City shall apply and interpret 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 \$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 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 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 affect 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 26,001 or more pounds inclusive of a towed unit with a gross weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designated to transport 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 in which 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 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 in order 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

(1) 25 ng/ml if immunoassay

A 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 in order 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) Benzoylcegonine

(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 Attachment 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 in which 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 Attachment A.

**PRE-EMPLOYMENT ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING** – conducted before applicants are hired or after an offer to hire, but before actually performing safety sensitive functions for the first time. Also required when employees transfer to a safety sensitive position.

**PROHIBITED DRUGS (CONTROLLED SUBSTANCES)** – Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

**PROHIBITED SUBSTANCES** – means and is synonymous to drug abuse and/or alcohol misuse or abuse.

**RANDOM ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING** – conducted on a random unannounced basis just before, during or just after performance of safety sensitive functions.

**REASONABLE SUSPICION CONTROL AND/OR CONTROLLED SUBSTANCE TESTING** – conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol or controlled substance abuse.

**REFUSE TO SUBMIT (TO AN ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST)** – a safety-sensitive employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that safety-sensitive employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test).

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

**RETURN-TO-DUTY AND FOLLOW-UP ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING** – Conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returned to performing safety sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 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 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 in which 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 Attachment 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 shall select a 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.

**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.

**CITY OF YUBA CITY  
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 shall submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources shall review requests. Each request shall be 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 shall be made in favor of the employee.

The decision of the labor-management committee shall be final and binding, and shall 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 the Family Care Leave (Human Resources Rule 2.11 (D)) shall 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, all accumulated leave hours (vacation, sick leave, CTO) in order to receive leave.



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

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

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

**SIDE LETTER NO. 2**

**TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF YUBA CITY  
AND  
YUBA CITY POLICE OFFICERS' ASSOCIATION**

bj

Subject to the City of Yuba City's City Council approval, the City of Yuba City ("City") and the Yuba City Police Officers' Association ("Association"), hereby agree to modification of the terms and conditions set forth in that Memorandum of Understanding ("MOU") with original term from 2008 to 2011, as extended to June 13, 2014 by written Amendment [latest date of execution August 18, 2011)). This Side Letter augments the current MOU as follows:

1. The unit represented by the Association and covered by the MOU shall be modified to add the none-sworn, miscellaneous position of Administrative Assistant in the Police Department effective on April 22, 2014.
2. The Administrative Assistant in the Police Department position salary steps will not change. The current salary is:

SALARY STEPS

1	2	3	4	5
3,464	3,637	3,819	4,010	4,211
19.98	20.98	22.03	23.13	24.29

3. Except as noted in this Side Letter, the terms and conditions of employment applicable to the Administrative Assistant in the Police Department position will be as set forth for non-sworn (i.e. miscellaneous) employees governed by the MOU. In order to keep the incumbent in the Administrative Assistant in the Police Department whole in this transition to another unit, the parties agree that the following benefits shall be maintained for the incumbent for as long as she holds the Administrative Assistant in the Police Department:

- Life Insurance (at the \$15,000, employee-only benefit level); and
- 40 hours of Administrative Leave per calendar year.

These benefits shall not apply to any future employees who hold the position of Administrative Assistant in the Police Department.

4. Except as modified above, the terms and conditions of the MOU (including the Amendment and previous Side Letter), shall remain in effect as provided therein.

**\*\*SIGNATURES ARE ON FOLLOWING PAGE\*\***

FOR THE CITY:

CITY OF YUBA CITY

By: 

Name: Steven Kroeger

Title: City Manager

Date: 4-3-14

FOR THE ASSOCIATION:

YUBA CITY POLICE OFFICERS'  
ASSOCIATION

By: 

Name: Bob Jarvis

Title: Chief Negotiator

Date: 4-3-14