

Yuba City and POA  
Side Letter of Agreement to the  
2021-2023 MOU

The City of Yuba City ("City") and Yuba City Police Officers Association (POA) have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend provisions of their Memorandum of Understanding ("MOU"), including applicable side letters, with a current term of July 1, 2021, through June 30, 2023. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU.

The Parties have agreed to replace Article 3 of the MOU as follows:

Article 3 – Wages

1. Salary Schedules

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

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

2. Salary Increases

Effective the first full pay period in July 2022, all classifications shall receive a cost of living increase of eight percent (8.0%).

3. Longevity

Employees receive longevity pay as follows:

- Upon completion of ten (10) years of service with City the employee shall receive 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 shall receive 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 shall receive an additional two and one-half percent (2.5%) of their base hourly rate of pay.

pay.

#### 4. Detective Assignment

Police Officer's assigned to the Investigation Division or NET Unit shall 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.

#### 5. Traffic Assignment

Police Officer's regularly assigned to the Traffic Division (motorcycle) shall 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. 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%

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%.

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.

#### 7. Bilingual Pay

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 POA.

#### 8. 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.

#### 9. 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 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 shall be worked without additional compensation or taken as a day off without pay or with use of leave time.

#### 10. Field Training Officer

Community Service Officers and Dispatcher IIs designated as Field Training Officers by the Police Chief, shall receive Training Premium in the amount of five percent (5%) of their base hourly rate of pay on an hour per hour basis 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 shall receive Training Premium in the amount of five percent (5%) of their base hourly rate of pay.

#### 11. 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 their 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 their duties at a time when they

are 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 computed 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 POA 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 POA regarding compensation related issues.

#### 12. 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 five percent (5.0%) increase in compensation over their current base wage rate.

In order to qualify for acting pay, employees must:

- A. Work a minimum of four (4) 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 designee.

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

#### 13. 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.

#### 14. Canine Unit Compensation

- 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 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 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:** All parties agree that when the Police Chief or designee decides, in their sole discretion, to retire the 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 assume all further costs and liabilities associated with the canine, and the City will forever be released from all such costs and liabilities.

#### 15. Daylight Savings Time

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.

#### 16. Uniform Allowance

For all employees in positions required to wear a uniform, those employees shall receive a uniform allowance of \$684.25 per year.

Date: 7/7/22

Date: \_\_\_\_\_

City of Yuba City

Police Officers Association

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Diana Langley, City Manager

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