

**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) for the Sergeants Unit have met and conferred in good faith pursuant to the requirements of the Meyers-Millias-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:

1. Salary Schedules

Employees shall be on a five (5) step salary schedule which is attached as Appendix "A" 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%) salary increase.

3. Longevity

Employees receive longevity pay as follows:

Upon completion of five (5) years of service with City the employee shall receive 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 shall receive 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 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.

4. Education Incentive

Employees receive education pay as follows:

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

or

- Seven and a half percent (7.5%) of their base hourly rate of pay for a Bachelors 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. Bilingual Pay

Employees who are proficient in speaking a foreign language shall receive a one hundred dollar (\$100) 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 Association.

6. Holiday Pay

In lieu of time off for holidays and holiday pay, Police Sergeants assigned to regular patrol shifts shall receive straight time pay for seven and one third (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.

7. Call Back Pay

Sergeants who are called or scheduled to return to work after having left the work site shall be compensated in accordance with Rules § 2.06(1). A return to work prior to the start of the shift shall also be compensated accordingly provided that the reporting time for work is two (2) or more hours prior to the regular shift start time.

8. On Call Pay

Police Sergeants 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 two dollars and forty-five cents (\$2.45) per hour.

9. Daylight Savings Time

Employees who work on those days when 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.

10. Uniform Allowance

For all positions required to wear a uniform, a uniform allowance of \$900 per year shall be paid.

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 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.

12. Detective Pay

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

13. Traffic Pay

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

14. Field Training Officer Pay

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

Date: 7/7/22

City of Yuba City

Diana Langley
Diana Langley, City Manager

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

Date: 6-7-22

Police Officers Association

Timothy K. Talbot
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