

CITY OF YUBA CITY
STAFF REPORT

Date: November 15, 2022
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Fire Management Memorandum of Understanding
Recommendation: Adopt a Resolution approving the Fire Management Memorandum of Understanding (MOU)
Fiscal Impact: None

Purpose:

To approve the Yuba City Fire Management Memorandum of Understanding (MOU) that provides improved dental and vision benefits, tuition reimbursement, and some minor MOU language clean up.

Council's Strategic Goal:

Fiscal responsibility.

Background:

Fire Management MOU's term is July 3, 2021 through June 30, 2024. Because of the timing of their most recent negotiations cycle, this unit did not receive certain dental, vision and tuition reimbursement benefits provided to other units during the 2020 negotiations cycle. Fire Management requested their dental and vision benefits and tuition reimbursement be similar to other bargaining units. As a result of Fire Management's request, City staff has prepared an updated Fire Management MOU to achieve this parity and to update some other language. Fire Management's current benefits are:

1. The dental and vision calendar year maximum is \$1,500 and vision benefit is \$450 every 24 months.
2. Tuition reimbursement is a maximum of \$1,000 per fiscal year and an additional \$150 per fiscal year for textbooks.

Please note that the City's dental and vision is self-funded.

Analysis:

In addition to minor clean up language in the Fire Management MOU, the updated benefits are:

1. The dental and vision benefits increases the maximum calendar year dental benefit to \$1750 and the vision benefit is \$600 every 24 months. Please note: the separate side letter for the enhanced dental and vision benefits supersedes these dental and vision benefits. However, when the dental and

vision reserves are expended, then these benefits would be maintained for Fire Management.
2. Tuition reimbursement is for a maximum of \$5,000 per fiscal year.

Fire Management has approved the updated MOU.

Fiscal Impact:

None

Alternatives:

Do not approve the Fire Management MOU and provide staff direction.

Recommendation:

Adopt a Resolution approving the Fire Management Memorandum of Understanding (MOU)

Attachments:

1. Fire Management Resolution
2. Fire Management Memorandum of Understanding

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE YUBA CITY FIRE MANAGEMENT MEMORANDUM OF
UNDERSTANDING
JULY 3, 2021 – JUNE 30, 2024**

WHEREAS, the City recognizes the Yuba City Fire Management (Fire Management) commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, because of the timing of the Fire Management's most recent contract negotiations, this unit did not receive certain dental, vision and tuition reimbursement benefits provided to other groups; and

WHEREAS, the Fire Management unit has requested dental and vision benefits and tuition reimbursement in line with those most recently implemented for other bargaining units in their MOUs, and the City supports this request;

WHEREAS, the City staff updated the Fire Management Memorandum of Understanding to include these benefits and as well as minor language changes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City as follows:

Approve the attached Fire Management Memorandum of Understanding which includes:

1. The dental and vision benefits increases the maximum calendar year dental benefit to \$1750 and the vision benefit is \$600 every 24 months;
2. Tuition reimbursement is for a maximum of \$5,000 per fiscal year;
3. Minor language updates.

Authorize staff to make any necessary clarifying language changes as long as the changes do not modify the MOU's substantive terms or past practice.

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

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 15th day of November 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 2

Memorandum of Understanding

Between
The City of Yuba City
And
The Yuba City Fire Management

July 3, 2021, through June 30, 2024

TABLE OF CONTENTS

Article 1 - Preamble	3
Article 2 - Recognition.....	3
Article 3 - Wages	3
3.1 Salary Schedules.....	3
3.2 Benchmark Classifications.....	3
3.3 Wage Reopener.....	3
3.4 Call-Back/Standby Pay.....	3
3.5 Mutual Aid Deployment	3
3.6 FLSA Overtime Pay	4
Article 4 - Retirement	4
4.1 Retirement Terminology	4
4.2 Retirement Formulas	4
Article 5 - Medical Plans	5
5.1 Health Plans	5
5.2 Medical-in-lieu	5
5.3 Dental and Vision Plans	6
5.4 Life Insurance.....	6
5.5 Employee Assistance Program (EAP)	6
5.6 Retiree Health Savings Account (RHSA)	6
Article 6 - Deferred Compensation.....	6
Article 7 - Certifications	6
Article 8 - Vacation Accrual.....	6
Article 9 - Catastrophic Illness & Injury Program.....	7
Article 10 - Strike Team	7
Article 11 - Counseling Memos.....	7
Article 12 - DMV License Examination.....	7
Article 13 - Administrative Leave (Exempt)	7
13.1 Administrative Leave	7
13.2 Additional Allotment of Administrative Leave	7
13.3 Maximum Cash Out.....	8
Article 14 - Holidays.....	8
Article 15 - Tuition Reimbursement	9
Article 16 - Term of Agreement	9
Exhibit A – Procedure for Reasonable Suspicion.....	10
Exhibit C – Catastrophic Illness and Injury Donation Plan.....	15
Exhibit D – Counseling Memo Policy	16

ARTICLE 1 - PREAMBLE

This Agreement between the City of Yuba City (City) and the Yuba City Fire Management (FM), has as its purpose the promotion of harmonious labor relations between the City and the FM, and the establishment of rates of pay, hours of work, and other conditions of employment for employees covered by this agreement.

ARTICLE 2 - RECOGNITION

The City recognizes the FM as the exclusive representative for the classifications of Fire Battalion Chief and Fire Marshal.

ARTICLE 3 - WAGES

3.1 Salary Schedules

Employees are on a five (5) step salary schedule which is attached as Appendix "B" Salary Schedules.

3.2 Benchmark Classifications

The top step for the Fire Marshal is benchmarked to the top step of the Fire Battalion Chief.

3.3 Wage Reopener

The parties agree to reopen to discuss the City's financial position no later than the end of May 2023 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2023, unless agreed otherwise. If the parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

3.4 Call-Back/Standby Pay

Fire Battalion Chiefs who are assigned to standby status will receive \$1.50 per hour.

A Fire Battalion Chief on standby, who is called back to work will receive a minimum of two (2) hours of pay at the rate of time-and-one-half their regular rate of pay.

3.5 Mutual Aid Deployment

Division Chiefs assigned to Battalion Chief position due to backfilling mutual aid deployment and the inability to fill the position through primary staffing shall receive compensation for the time spent outside of their regular work schedule at time and half the Battalion Chief rate as reimbursed by the Office of Emergency Services. The mutual aid deployment primary staffing is: 1) Battalion Chief. The mutual aid deployment secondary staffing is: 1) Division Chief (Mid-Management) 2) Fire Chief 3) Acting Battalion Chief from Local 3793. Mutual aid deployment secondary staffing will only apply

when, in the discretion of the Fire Chief or designee, the staffing need cannot be timely filled via the primary staffing process to support minimum staffing or pressing operational needs.

3.6 FLSA Overtime Pay

All paid time counts as timed worked for the calculation of FLSA overtime.

ARTICLE 4 - RETIREMENT

4.1 Retirement Terminology

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

A "New Member" is defined in Government Code section 7522.04(f) as any of the following:

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

4.2 Retirement Formulas

- A. Employees hired before July 1, 2012, receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay the nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired after June 30, 2012, who are not classified as a new member receive the 3% at 55 safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay the nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

- C. Employees hired after December 31, 2012, who are classified as new member receive the 2.7% at 57 safety CalPERS formula with the three (3) year final average compensation period. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- D. All retirement plans have the following optional CalPERS retirement benefits:
 - Sick Leave Service Credit
 - Non-Industrial Disability Standard
 - Industrial Disability Standard
 - Pre-Retirement Death Benefits:
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Special
 - Post-Retirement Death Benefits \$500 lump sum
 - Survivor Allowance (PRSA)
 - 3% Retirement COLA

ARTICLE 5 - MEDICAL PLANS

5.1 Health Plans

The City pays 80% of the premium for the lowest cost health plan available to the majority of City employees.

5.2 Medical-in-lieu

Cash-in-Lieu payments may be available when an employee provides proof of alternative group health coverage and through another employer, such as a spouse's employer (and thus reduces the level of health care coverage taken through the City) be as follows:

- A. 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, are entitled to a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest cost health plan available to the majority of City Employees.
- B. The employee making the election covered above, 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.
- C. The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage by providing proof of alternative group health coverage through another employer, such as a spouse's employer, are based on the below percentages of the current lowest cost health plan available to the majority of City employees:

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

5.3 Dental and Vision Plans

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

5.4 Life Insurance

The City provides employees with a \$50,000 life insurance policy.

5.5 Employee Assistance Program (EAP)

An EAP is provided to employees, spouses and dependents. The EAP covers six (6) counseling visits per incident with no limit on the number of incidents per year for each employee and their family.

5.6 Retiree Health Savings Account (RHSA)

Employees contribute two percent (2.0%) of their gross earnings to their MissionSquare Account.

ARTICLE 6 - DEFERRED COMPENSATION

The City contributes fifty dollars (\$50.00) per month per employee into a City of Yuba City deferred compensation plan.

ARTICLE 7 - CERTIFICATIONS

The City pays 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 - VACATION ACCRUAL

Employees accrue vacation per pay period as follows:

56 hour employees:	bi-weekly rate
0 through 4 years of City service	6.5 hours
5 through 9 years of City service	8.6 hours
10 through 14 years of City service	10.2 hours
15 or more years of City service	11.1 hours
40 hour employees:	bi-weekly rate

0 through 4 years of City service	4.6 hours
5 through 9 years of City service	6.1 hours
10 through 14 years of City service	7.3 hours
15 or more years of City service	7.9 hours

ARTICLE 9 - CATASTROPHIC ILLNESS & INJURY PROGRAM

Under the Catastrophic Illness & Injury Program (Exhibit C) the City will 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 hours that may be donated to an employee not covered by this agreement or the Yuba City Firefighters' Association memorandum of understanding in any twelve (12) month period is 160 hours.

ARTICLE 10 - STRIKE TEAM

Employees participating in Strike Team or Mutual Aid activities covered by the California Fire Assistance Agreement (CFAA) will be compensated at time and one-half the employee's regular rate of pay for hours worked outside of regular duty hours when the City is being reimbursed at the time and one-half rate for that employee.

ARTICLE 11 - COUNSELING MEMOS

The attached policy on Counseling Memos (Exhibit D) remains in effect.

ARTICLE 12 - DMV LICENSE EXAMINATION

Physical examinations for employees 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 - ADMINISTRATIVE LEAVE (EXEMPT)

13.1 Administrative Leave

Exempt positions receive eighty (80) hours annually of administrative leave and are classified as exempt for overtime purposes.

13.2 Additional Allotment of Administrative Leave

At the discretion of the City Manager, and additional allotment of administrative leave not to exceed forty (40) hours may be approved annually. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal

management expectations. The allotment of leave is at the full discretion of the City Manager.

13.3 Maximum Cash Out

By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (40) hours of administrative leave that will be accrued in the next calendar year. The election shall be made on the form provided by the City for this purpose. The hours selected for cash-out will be paid in the first non-payroll week of January of the following year.

ARTICLE 14 - HOLIDAYS

A. For fire suppression employees the City observes the following holidays:

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

B. Holiday-in-Lieu

Fire suppression employees are in positions that are scheduled to work without regard for the holidays listed above. Fire suppression employees receive holiday-in-lieu at their straight time rate of pay for 5.09 hours per pay period in lieu of receiving any other form of holiday compensation.

C. For forty-hour employees the City observes the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. The day following Thanksgiving Day
- j. Christmas Day
- k. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve or, a combination on both days as approved by the department head.

D. Floating Holiday

Forty-hour employees receive two (2) floating holidays per fiscal year that must be used during the fiscal year or they will be forfeited. Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rules § 2.08.

ARTICLE 15 - TUITION REIMBURSEMENT

Tuition reimbursement is maximum of five thousand dollars (\$5,000) per fiscal year.

ARTICLE 16 - TERM OF AGREEMENT

This Agreement constitutes the full Agreement between the City of Yuba City and the Fire Management and may not be modified without the mutual consent of both parties. The term of this agreement is July 3, 2021 – June 30, 2024.

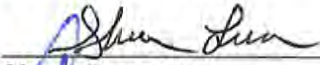
Date: _____

Date: 11/9/22 _____

City of Yuba City

Fire Management

Diana Langley, City Manager



Shane Lawson

Michael W. Jarvis, Liebert Cassidy Whitmore



Eric Hankins

Michael LaBlue

Jesse Frias

EXHIBIT A – PROCEDURE FOR REASONABLE SUSPICION

A. Procedures – Reasonable Suspicion Testing

1. A supervisor observes a safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances.

Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against City policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee.

2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately relieved from duty (with pay) and driven by City staff (or others designated) to the City specified collection site. Because of a testing facility requirement, the safety-sensitive employee in question must show proof of identification, such as a photo driver license or state-issued photo identification card.

Whenever practical, the Department Head and Human Resources Administrator should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
5. The City will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collections site.
6. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-

sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

7. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

B. Procedures – Random Testing

1. The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site or the mobile unit for alcohol and/or controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
5. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to

a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

C. Procedures – Post Accident

1. The safety-sensitive employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The Department Head and Director of Human Resources will be notified that an accident has occurred and that the safety-sensitive employee was instructed to go to the collection site.
5. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
6. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted

recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

D. Procedures – Return-to-Duty and Follow-up

1. The compliance company notifies the City to send the safety-sensitive employee to the collection site for alcohol and controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

E. Procedures – Chain of Custody for Controlled Substance Specimens

1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.
2. Urine will be in a wide-mouthed clinic specimen container, which will remain in full view of the safety-sensitive employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol-testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the safety-sensitive employee's presence and the safety-sensitive employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
4. A chain of custody form will be completed by the on-duty technician during the specimen's collection process, attached to, and mailed with the specimen.

F. Procedures – Specimen Collection of Strange and/or Unrecognizable Substances

1. A safety-sensitive employee is observed with a strange and/or unrecognizable substance.
2. The supervisor in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and the witness.
3. The incident report is made and signed by both the supervisor and a witness.
4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

G. Procedures – Alcohol Concentration

1. The safety-sensitive employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
2. After an explanation of how the breathalyzer works, and initial breath sample is taken.
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, nor more than 20 minutes after the screening test.
4. The confirmation test will utilize Evidential Breath Testing devices that print out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

EXHIBIT C – 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.

EXHIBIT D – 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.