

MEMORANDUM OF UNDERSTANDING

FOR

PUBLIC EMPLOYEES UNION, LOCAL #1

AND

CITY OF YUBA CITY

TERM:

OCTOBER 20, 2015 THROUGH JUNE 30, 2017

This Memorandum of Understanding is entered into with reference to the following facts:

1. Public Employees' Union, Local #1 (herein referred to as "Local 1") is the recognized representative of the Miscellaneous Employee Unit designated by the City of Yuba City (herein referred to as City or Employer); and
2. Authorized representatives of the City and Local 1 have met and conferred in good faith in accordance with Government Code Section 3500 et seq. concerning compensation, hours, and other terms and conditions of employment of Local 1 represented employees; and
3. The authorized representatives of the City and Local 1 have reached an understanding as to certain changes in the compensation and other terms and conditions of employment of Local 1 represented employees which shall be submitted to the City Council, where required, for its determination. The implementation of this Memorandum of Understanding shall be by action of the City Council by appropriate ordinance, resolution, or other directives and, where required, by administrative directives or procedures.
4. It is understood and agreed that the provisions of the Memorandum of Understanding are not binding upon either the City or Local 1 unless and until this memorandum is adopted and implemented by the City of Yuba City Council.
5. The parties agree that this Memorandum of Understanding supersedes the Memorandum of Understanding effective July 1, 2006, to June 30, 2011; and that there exist no other agreements or inducements other than these provided expressly herein.

Therefore, the City and Local 1 understand that upon implementation by the City Council, or administrative direction, when appropriate, the compensation and other terms and conditions of employment for Local 1 employees shall be altered only as follows.

SECTION I – RECOGNITION

The City recognizes Local 1 as the majority representative for the purpose of meeting and conferring on wages, hours, and other terms and conditions of employment, for all full-time employees (those employees regularly scheduled to work 80 hours per bi-weekly pay period and regular part-time employees who are scheduled to work 40 or more hours in a bi-weekly pay period) who are in the classification of:

Account Clerk	Account Clerk - Intermediate
Account Clerk - Senior	Accounting Technician
Administrative Analyst	Administrative Assistant
Administrative Clerk I/II/III	Administrative Technician
Animals Services Officer I/II	Building Inspector I/II
Building Maintenance Worker I/II	Code Enforcement Officer
Community Development Technician I/II	Construction Inspector
Custodian I/II	Customer Services Representative I/II
Customer Services Representative Senior	Electrical Technician II and III
Engineer – Assistant Civil	Engineering Technician I/II and III
Engineering Technician - GIS	Facility Aide
Field Customer Service Representative I/II	Groundskeeper
Housing Program Analyst I	Information Systems Technician I/II

Instrumentation Technician	Kennel Attendant I/II
Kennel Care Technician-Lead	Laboratory Assistant
Laboratory Receptionist	Laboratory Technician I/II
Mechanic	Mechanic Lead
Parks Maintenance Worker I/II and III	Planner - Assistant
Plans Examiner	Plant Maintenance Mechanic
Plant Maintenance Mechanic, Senior	Pretreatment Coordinator
Public Works Maintenance Worker I/II and III	Public Works Maintenance Worker - Senior
Recreation Coordinator	Registered Veterinary Technician
Utilities Maintenance Worker I/II	Senior Arborist
Wastewater Treatment Facility Operator II/III	Wastewater Treatment Plant Facility Trainee
Water Treatment Plant Operator II/III/IV	Water Treatment Facility Operator Trainee

Excluding all temporary, seasonal, limited-term, extra-help and confidential employees.

SECTION II – MANAGEMENT RIGHTS

After discussion and due consideration it is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to:

1. To plan, direct and control all operations and services of the City; and/or
2. To determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; and/or
3. To determine whether goods or services should be made or purchased; and/or
4. To make and enforce reasonable rules and regulations; and/or
5. To change or eliminate existing methods, equipment or facilities; and/or
6. To exercise any right or power provided by Federal or State law.

SECTION III – UNION RIGHTS

1. Local 1 shall be granted up to 120 (non-cumulative from year-to-year) hours leave per calendar year to conduct Local 1 business and attend training sessions related to employee relations. All hours shall be counted except for time spent actually attending meetings called by the City. The City and Local 1 representatives shall meet to determine the method to be used in documenting time actually spent on Local 1 business. Local 1 leave is subject to the same accountability standards as are other leaves taken by City employees. In order to utilize Local 1 leave, prior notice must be given to the immediate supervisor and Director of Human Resources as follows:
 - a. Such release time to attend training conferences shall, whenever possible, be made two (2) weeks in advance of such conference or seminar;
 - b. Such release time to conduct Local 1 business shall, whenever possible, be made one (1) shift in advance;
 - c. Such release time to attend a grievance meeting or disciplinary conference (i.e Skelly) called by management (not assessed against Local 1 business leave) shall be made soon as possible upon learning of said meeting.

The representative or other designee should provide notice to his/her immediate supervisor or, in the absence of said supervisor, to the Department Head. Despite the granting of release time, employees are expected to, on an overall basis, complete their work.

2. The City shall provide Local 1 with copies of any newly proposed job classification and provide it with a notice of opportunity to negotiate upon its request within fifteen (15) days. Similar notice shall be provided for any in scope policy changes not contemplated by the existing MOU or City rules.

SECTION IV – SALARY

1. Salary Increase:
 - a. Effective the first full pay period following Local 1 ratification and City Council approval, the City agrees to implement a 2% salary increase for all classifications in this unit.

SECTION V – ONE TIME NON-PERSABLE STIPEND

In the first full pay period following City Council approval of this Agreement, all members active on payroll on the day of City Council approval shall receive a one-time, non-PERSable stipend of \$1,500 and shall be in a separate check from the regularly reoccurring payroll check.

This one-time stipend is not intended to be, and does not meet the definition of, special compensation outlined in the California Code of Regulations § 571(a) and therefore is not reportable compensation to CalPERS. It is, however, subject to applicable payroll taxes and withholdings.

SECTION VI – FURLOUGH ELIMINATION

In the first full pay period following City Council approval of this Agreement, the remaining 5% furlough program (“banked furlough program”) shall be eliminated. The City credited employees with 104 hours of banked FBT as of June 13, 2015. Established practice has allowed employees to utilize these hours in advance of the FBT hours actually being earned by the employee, based upon a corresponding reduction in salary. The parties now wish to terminate the salary reduction furlough and to reconcile the FBT accrual balances to be neutral i.e. to ensure the amount of FBT utilized is equal to the salary reduction experienced by the employee as of the reconciliation date. The City and Union agree that this will be done in one of the following ways or by a combination of the following ways, at the employee’s election, if the employee’s FBT accrual balances are not neutral at the time of contract settlement:

1. The employee agrees to reduce the amount of vacation or compensation time accruals (employee’s choice) by the amount necessary to offset FBT used, but not earned.
2. The employee agrees to continue a reduction in salary for the number of pay-periods necessary to earn the FBT already used.
3. The City agrees to allow the employee to use the amount of FBT already earned, but not utilized. The employee will be required to fully utilize the earned, but not used FBT by the end of June 30, 2016.

SECTION VII – OVERTIME

Employees in this unit who work in excess of their standard (i.e. regularly scheduled) daily shift, or in excess of the applicable overtime threshold, 40 hours in the designated 7-day work period, shall be compensated for such overtime at a rate of one and one-half (1-1/2) times the employee’s regular rate of pay. Hours in a paid status, including all paid leave, shall count as hours worked for purposes of overtime when such overtime is mandatory and/or required by

the department head or his/her designee. If overtime is made available by the department head or his/her designee and the employee voluntarily chooses to work such time, only actual hours worked pursuant to the Fair Labor Standards Act (FLSA), compensation time and furlough bank hours, will count toward hours worked. If the employee is not eligible for the overtime rate the employee will be paid his/her regular hourly rate for such hours worked.

SECTION VIII – FLOATING HOLIDAYS

Effective with the MOU approval, two (2) floating holidays per fiscal year shall be provided which must be used during the fiscal year. These two floating holidays have no cash value and may not be carried over to a subsequent fiscal year. If any employee in this unit does not use either of both of these floating holidays during the fiscal year when the holidays are provided, the employee forfeits the unused floating holiday(s). Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rule 2.08 in the Personnel/Rules and Regulations.

SECTION IX – EMPLOYEE BENEFIT PLANS

1. Health Plans:

a. Health Care Premium Costs:

In the first full pay period following City Council approval of this Agreement, future increases and decreases in the health care plan premiums will be split 80%/20% between the employee and the City with the city responsible for 80%. The contribution calculation shall be based upon the lowest cost health plan available to the majority of City employees.

b. Cash-in-Lieu Payment:

Cash-in-Lieu payments may be available when an employee demonstrates he or she has 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:

- i. 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 lowest cost health plan available to the majority of City Employees.
- ii. 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.
- iii. 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, will be 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%

2. Dental and Vision Plans:
 - a. Employees are not required to enroll in the City’s self-insured dental/vision plan.
 - b. Except for new employees electing coverage at their time of hire, employees may only enroll or drop the plan during the open enrollment period. The open enrollment period will be held in conjunction with the health plan open enrollment period.
 - c. Employees who have elected not to participate in the plan, may re-enroll outside of the open enrollment period only if they have involuntarily lost coverage under an alternate dental/vision plan.
 - d. Upon enrollment, there is a six-month waiting period for all benefits (except dental preventative benefits) with the exception of new employees enrolling in the plan at the time of hire.

The City shall pay 90% of the dental/vision premiums for covered employees and the employees pay 10%.

3. Local 1 shall designate at least one (1) representative to the Health Plan Benefit Committee. The general purpose of the committee is to address benefit plan design, cost containment and premium adjustments. The committee will also contain members from other employee groups.
4. The City shall provide a life insurance plan for employees with death benefit of \$10,000. Dependent life insurance shall be available to employees. Payment for dependent life insurance is the responsibility of the employee.
5. An Employee Assistance Program is available to City employees, spouses and dependents. Counseling for a total of eight (8) visits per family member, per incident, per benefit period with no limit on the number of incidents per year.
6. Short Term Disability Plan: Employees are eligible for short term disability in a manner provided in the City’s adopted Short Term Disability Plan. Any proposed changes to the Plan are subject to mutual consent.
7. The City shall have the right to select the insurance carriers and the mechanism for providing all benefits under this Section. The City shall meet with Local 1 representatives should Local 1 request a Meet and Confer session to discuss any changes the City intends to make in current programs.

SECTION X – VACATION ACCRUAL

The parties agree that, with the effective date of the agreement, the accrual rate for vacation will be as follow:

Years of City Service:	Bi-Weekly Rate:
0-Completion of 4 years	4.0 hours
5-Completion of 10 years	5.5 hours
11-Completion of 15 years	6.5 hours

SECTION XI – PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (PERS)**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) but are generally as described below.

1. A new CalPERS member is:
 - a. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or
 - b. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or
 - c. An individual who established prior membership in a retirement system and after a break in service of more than six months, returns to active membership in that system with a new employer.
2. Classic Member Retirement Formula:
 - a. Employees classified as classic member miscellaneous category:
 - i. 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. All other current retirement benefits including the optional benefit programs in the existing contract between the City and CalPERS for miscellaneous shall remain in effect to the extent permitted by law.
3. “New Member” Retirement Formulas Provided by Statute:
 - a. Employees classified as new member miscellaneous category employees.
 - i. 2% at 62 retirement formula.
4. CalPERS Contributions by Employees:
 - a. Employees classified as classic miscellaneous: effective June 13, 2015, employees shall pay their normal member contribution (8% or 7% dependent on their date of hire and retirement formula).

- b. New Members shall contribute towards their retirement benefits in accordance with PEPRA.
- c. All applicable contributions identified in (A) thru (B) above shall be made through payroll deduction on a pre-tax basis as permitted by law.

SECTION XII – TUITION REIMBURSEMENT

The Tuition Reimbursement Program will continue to provide reimbursement for parking fees, class presentation preparation materials and other educationally related materials, fees or supplies. The total amount available through the program is \$1,150.

SECTION XIII – JOB SHARING

1. No more than two persons may job share one full-time position. A job share could be accompanied by splitting hours in a day or days of a week. It is the responsibility of the participants to coordinate a job share of a position.
2. One allocation of health, dental, vision and life insurance benefits shall be provided for each full-time position.
 - a. The job share participants shall jointly agree if the benefits shall be shared or if one party shall receive 100% of the benefits. If one party agrees to waive their share of the benefits, the other party shall be entitled to receive that share of the benefits.
 - b. The agreement on distribution of benefits shall be binding on the parties unless another mutual agreement is made between the participants.
 - c. Job share participants agree to payroll deduction for payment of benefit premiums in the event benefits are being shared between the participants.
 - d. The Cash-in-Lieu Program is available only if the benefits allocated to the position are not being used by the participants.
3. All other employment benefits (sick, leave, vacation, administrative leave, etc.) shall be prorated to the full-time equivalency of time worked, in accordance with Personnel Rule 2.07(B) 2.
4. It is the responsibility of the participants to provide full-time coverage during the absence of the other participant, such as for vacation, jury duty, sickness, leave of absence, termination of employment by one participant, etc., subject to request by the department for additional coverage.
5. In the event one participant wants to return to full-time status, and the other participant does not, the position shall remain as a job share until a mutual decision is reached by the participants. Seniority does not provide any preference or rights for the participants.
6. In the event one party leaves the position permanently, the department head shall decide whether to retain the position as a share or to convert it to a full-time position. If the latter, the full-time position shall be offered first to the remaining participant.

7. Job share participants may apply for other city positions that they qualify for and will be considered along with other applicants. Job share participants shall not be entitled to preferential consideration above other city employees.
8. It is expected and required that job share participants shall work together cooperatively and develop a system for keeping each other updated on a daily basis, and to provide overlap as required ensuring a smooth transition during the workday.
9. The department head, subject to approval of the City Manager, shall retain sole discretion in approving, modifying or terminating a job share arrangement at any time based upon the efficiency of the department or the best interests of the City.
10. In the event a decision is made to terminate the job share arrangement, the employee with the most seniority in the position (not classification) being job shared (including service in the position prior to job sharing), shall have first opportunity for the full-time position. If declined, the second employee shall be offered the position. The layoff provisions of the Personnel Rules shall be used to displace the employee(s) affected.
11. A written agreement regarding the final terms and conditions of each job share arrangements shall be prepared by the Human Resources Director.
12. All requests for a job share arrangement shall be approved in the following manner:
 - a. Employees submit request to Department Head.
 - b. Department Head meets with Human Resources Director to finalize arrangement.
 - c. Approval of City Manager is required.
13. Where applicable, the above terms and conditions take superiority and preference to any and all other personnel rules, policies or any other terms or conditions of employment with the City.

SECTION XIV – CALLBACK AND STAND-BY TIME

1. Water Certificate Pay:

The City's water distribution system is classified as a D4 system. Due to this D4 system classification, the Chief Operator is required to have a minimum of a D4 certificate and shift operators are required to have a minimum of a D3 certificate. To meet the intent of this drinking water regulation, the City must have Public Works employees working in water distribution who possess water distribution certifications. Water Distribution Certificate pay is for Public Works employees who work with or have the potential to work with the City's water system and possess D-1 through D-4 certification.

Public Works (PW) employees who are assigned to work in water distribution are referred to as "Water PW employees". Public Works employees, along with Finance's Field Customer Service Representatives, who are not assigned to the area of water distribution are referred to as "Non-Water PW employees".

The chart is how water distribution certificate pay is applied to PW Water and Non-Water PW employees. Total amount of certification pay cannot under any circumstances exceed 10% of the employees' salary (this includes bilingual pay).

Water Distribution, Maintenance Workers	Non-Water (i.e. Streets, Wastewater, Plant Maintenance Mechanics): If multiple certification, only receive \$50 per month (cap).
\$50 per month (D-1)	\$50 per month (D-1)
2.5% of salary per month (D-2)	\$50 per month (non-cumulative) (D-2)
2.5% of salary per month (cumulative = 5%) (D-3)	\$50 per month (non-cumulative) (D-3)
2.5% of salary per month (cumulative = 7.5%) (D-4)	N/A

Water Treatment Plant Operators shall receive certificate pay for treatment (T-1 through T-4) or distribution (D1 through D-4) certification. The distribution and treatment certificates are not paid on an individual basis; whichever certification is higher is the certificate that will determine the level of pay. Total amount of certification pay cannot under any circumstances exceed 10% of the employees' salary (this includes bilingual pay).

Water Treatment Plant Operators: Water Operators receive certificate pay for T-1 through T-4 or D-1 through D-4, whichever is higher.
\$50 per month (D-1 or T-1)
2.5% of salary per month (D-2 or T-2)
2.5% of salary per month (cumulative = 5%) (D-3 or T-3)
2.5% of salary per month (cumulative = 7.5%) (D-4 or T-4)

2. Public Works/Utility Employees Callback and Stand-by Time:

This section addresses Public Works and Utility employees on stand-by for after hours and weekend/holidays for a seven day period. Stand-by pay shall be \$2.45 per hour for all hours occurring between the end of the shift and the beginning of the next regular shift. A rotation stand-by list will be created and posted in January each year. Employees will be allowed to trade stand-by weeks with stand-by eligible employees with written prior notice to their supervisor for approval at least two (2) days in advance of their scheduled stand-by week. Specific days may be traded during the stand-by week and can be accommodated if there is a stand-by eligible employee available and willing to cover the day(s). Stand-by employees will be provided a designated take home vehicle for the purpose of responding to call-outs. Take home vehicles will not be driven for any purpose other than driving to and from service calls and traveling to and from work. Employees required to use their personal vehicle while on stand-by shall receive the current IRS mileage rate for personal vehicle mileage while responding to callouts. Personal vehicle usage must have pre-approval of insurance coverage in accordance with the City's policy. Stand-by employees called back to work shall receive a minimum two (2) hours at time and one-half the employee's regular rate of pay. Multiple call-outs within a two (2) hour minimum period are not separately compensable. If continuous work hours exceed the two (2) hour minimum, the actual time worked is paid at time and one-half the employees' regular pay. Callback pay is from portal to portal.

There are two types of stand-by time: General and Water Distribution. The General stand-by employee is responsible for any after hour's calls except for Water Distribution related calls. The Water Distribution stand-by employee is the designated shift operator for the water system and must respond to water distribution calls but may be utilized for general calls for service. If an additional employee is required by the general stand-by person, the Water Distribution stand-by person will be utilized. If further staffing is needed beyond the two employees, then any available employees will be asked to respond.

a. Personnel Eligibility for General Stand-by:

- i. Personnel for General stand by shall have a minimum of one year experience as a City of Yuba City Public Works Maintenance Worker I and off their initial probationary period.
- ii. Personnel must have a minimum of a Class B California Driver's License.
- iii. Personnel must be within 45 minutes response time using an internet mapping site.
- iv. Personnel while on stand-by must remain physically able to respond within 45 minutes to the incident and refrain from the use of alcohol, medications or substances that may interfere with their ability to effectively respond to any call for service.

b. Personnel Eligibility for Water Distribution Stand-by:

- i. Personnel for Water Distribution stand by shall have a minimum of one year experience as a City of Yuba City Public Works Maintenance worker I and off their initial probationary period.
- ii. Personnel must have a valid California Water Distribution D-3 or higher certification.
- iii. Personnel must have a minimum of a Class B California Driver's License.
- iv. Personnel must be within 45 minutes response time using an internet mapping site.
- v. Personnel while on stand-by must remain physically able to respond within 45 minutes to the incident and refrain from the use of alcohol, medications or substances that may interfere with their ability to effectively respond to any call for service.

c. Assignment Period: A typical stand-by period shall be one week beginning on Thursday at conclusion of the workday and continuing to the following Thursday at conclusion of the workday.

- d. Assignments Limits: All employees will be limited to two weeks stand-by at a time (in a row). Employees may only participate in one of the two stand-by categories General or Water Distribution. In the event the Water Distribution on-call covers both shifts for on-call they will not collect any additional pay.
- e. Exceptions:
 - i. The stand-by individual is responsible for finding a qualified substitute when necessary due to illness or a family emergency. When a substitute is found the stand-by employee must notify a supervisor and police dispatch.
 - ii. Stand-by is typically filled by a voluntary basis. In the event no employee volunteers to cover stand-by, the Department Director or designee will choose from the qualified personnel listing. First will be qualified personnel that have not worked stand-by in the previous six months starting with the least senior staff to the most senior staff. Remaining slots will then be filled by seniority, starting with the least senior qualified staff until all the slots are filled.

3. Animal Services Callback and Stand-by Time:

This section addresses Animal Services employees on stand-by for after hours, weekend and holidays for a seven day period. Stand-by pay shall be \$2.45 per hour for all hours occurring between the end of the shift and the beginning of the next regular shift. A rotation stand-by list will be created and posted each month. Employees will be allowed to trade stand-by weeks with at least two (2) days advance notice of their scheduled stand-by assignments. Specific days during the stand-by week may be traded and can be accommodated if there is a stand-by eligible employee available to cover the day(s). The Animal Services Manager must approve any trading of stand-by assignments prior to switching between employees.

Stand-by employees will be provided a designated take home vehicle for the purpose of responding to call-outs. Take home vehicles will not be driven for any purpose other than driving to and from service calls and traveling to and from work. Employees on stand-by will not be required to use their personal vehicles while on stand-by assignments due to the nature of Animal Services.

Stand-by employees called back to work shall receive a minimum two (2) hours at time and one-half the employees' regular rate of pay. Multiple call-outs within a two (2) hour minimum period are not separately compensable. If continuous work hours exceed the two (2) hour minimum, the actual time worked is paid at time and one – half the employees' regular pay. Callback pay is from portal to portal.

If an animal control officer is called for service and they are able to resolve the call by phoning a citizen rather than responding to a physical address, they will be compensated at time and one-half the employees' regular pay for actual time on the phone. These cases happen routinely as in the event of an animal bite. The animal control officer will take a report over the phone, but in many cases does not need to respond to a physical address until the next business day where the biting animal has been confined and secured.

a. Personnel Eligibility for Animal Services Stand-by:

- i. Animal Services employees must have successfully passed their field training and are considered a full-fledged animal services officer.
- ii. Animal Services employees must have a current Class C California Driver's License.
- iii. Personnel must be within 45 minutes response time using an internet mapping site.
- iv. Personnel while on stand-by must remain physically able to respond within 45 minutes to the incident and refrain from the use of alcohol, medications or substances that may interfere with their ability to effectively respond to any call for service.

b. Assignment period:

The typical stand-by time shall be rotated on a monthly basis with the exception of the responsible employee having relief from the assignment on their weekly and routine days off. This historical practice has been mutually agreeable to the employees and management, however, other service models can be considered as the need arises.

c. Exceptions:

The stand-by employee is responsible for finding a qualified substitute when necessary due to illness or family emergency. When a substitute is found, the stand-by employee must notify a supervisor, police dispatch and sheriff's dispatch.

- i. Stand-by is filled on a mandatory basis due to the nature of Animal Services.

SECTION XV – REQUIRED CERTIFICATIONS

Every employee who is required by the State of California, the City of Yuba City or any governmental agency to obtain and maintain as a condition of employment special certifications, shall have all costs associated with obtaining and maintaining said certifications paid for by the City.

SECTION XVI – SHIFT DIFFERENTIAL

Effective with the beginning of the first pay period following approval of the MOU by the City Council, a shift differential of 5% of base pay shall be paid to those operators who are assigned to work from 7:00 p.m. to 7:00 a.m. Operators who utilize vacation, sick leave, CTO or any other paid leave time (jury duty, military duty, etc.) shall not be paid shift differential while on such leave.

In the event plant operators are reassigned so that staffing is reduced to less than 24-hour continuous coverage, the City has the sole option to terminate payment of shift differential.

The City specifically retains its' management rights to determine the method of staffing plan operations as more fully detailed in Personnel Rule 3.03(B). Should the City intend to

implement this option, the City will give Local 1 30 days advance written notice during which time Local 1 may request to meet and confer.

SECTION XVII—TREATMENT PLANT WORK SCHEDULE AND RELATED ISSUES

1. Applicability:

The following applies to Water Treatment Plant and Wastewater Treatment Plant staff who are regularly and permanently assigned to the Treatment Plants.

2. Treatment Plant Coverage:

- a. The City retains the authority and responsibility to ensure proper staffing and operation of the City's treatment plant facilities. Notwithstanding this primary obligation, operators agree to assist and cooperate with facility management/supervision to fulfill this obligation and to work collaboratively toward providing a high standard of service to the general public.
- b. If an operator is unable to work his/her shift, it is the responsibility of the on-shift operator to operate the Plant until a relief operator arrives. The on-shift operator shall notify his/her supervisor of the situation and will assist in finding a relief operator. If an off-shift operator is contacted, he/she will respond to relieve the on-shift operator and cover the shift if feasible, subject to Section 3.C.

3. Shift Schedules:

a. Schedules:

- i. The eighty (80) hour biweekly work schedule for employees/operators will either be:
 - a) Ten (10) eight (8) hour work days in a two week period (Hours and days are fixed by schedule, but subject to change.); or,
 - b) Six (6) twelve (12) hour work days and one (1) eight (8) hour work day in a two week period. There will be two twelve (12) hour shifts, (1) from 7:00 AM to 7:00 PM and (2) from 7:00 PM to 7:00 AM.

b. Shift Assignment: The City retains complete discretion to determine the most efficient and cost effective means to operate the treatment plant facilities. Operators have no entitlement to any particular shift assignment or right to retain their assignment to any particular shift.

c. Maximum Hours: Operators will not be scheduled to work more than 12 hours in a 24-hour period, nor will operators be required to work more than 16 hours straight in a 24-hour period. Operators will have a minimum of eight hours off between scheduled shifts.

d. Workweek Split:

- i. Water Treatment Plant – Workweek begins at 7:00 AM Monday and ends at 6:59:59 AM on the following Monday

- ii. Wastewater Treatment Plant – Workweek begins at 7:00 AM Sunday and ends at 6:59:59 AM on the following Sunday

4. Schedule Changes:

a. Schedule Rotation and Changes:

- i. So that Operators may plan for their shifts, the City agrees to post tentative shift schedules approximately two weeks in advance of the shift/hours to be worked. However, to accommodate leaves of absences and to minimize overtime expenses, operators may be reassigned to alternative shifts (other than those designated on the tentative schedule) with a minimum of one week (7 days) advance notice of the time to be worked.
 - ii. Operators who are not provided the advance notice required in Section 4.A.i, shall retain his/her assigned shift day(s)/hour(s) and be paid at the overtime rate for any additional hours worked for which minimum required notice was not provided.
- b. Shift Rotation: The primary shift assignments of all operators will be reviewed every three (3) months. New three (3) month schedules created by management will focus on and address operational needs, but with consideration of the stated desires will be based upon simple majority approval of the affected operators. Some shift assignments may remain fixed, while other shift assignments may rotate.
- c. Operator Shift Trades: Operators will be permitted to trade their regular day off or otherwise, temporarily alter their work schedules, with their Supervisor's advance written approval.

5. Vacation and Holidays:

a. Vacation Requests:

- i. Operators must submit vacation off requests for forty (40) hours or more at least one month in advance to minimize impact on treatment plant operations. Submission of a vacation request does not guarantee that the request will be granted.
 - ii. To ensure proper staffing and to minimize overtime, vacation off requests for less than forty (40) hours, must be made at least one week (7 days) in advance of the requested time off.
- b. Response to Vacation Requests: Requests for forty (40) hours or more shall be approved or denied within five (5) calendar days, from the date on which the request was made. Vacation requests of less than forty (40) hours will be approved or denied within forty-eight (48) hours, from the date/time on which the request was made.
- i. Vacation requests made due to unforeseen circumstances may be granted by the immediate supervisor with less than 24 hours notice, on an exception basis.

c. Holiday Pay:

- i. All employees will receive eight (8) hours of holiday pay for each designated holiday, pursuant to Section 2.10, A. of the City's Rules and Regulations.
- ii. The treatment plants will be staffed during holidays, on-shift staff will receive a minimum of eight (8) hours of holiday overtime pay for hours worked on the holiday. All holidays will begin at 12:00:00 AM and end at 11:59:59 PM. If the Operator schedule is such that the same night Operator works the day prior to the holiday and the actual holiday, the maximum hours allowed for payment of holiday overtime pay for that Operator shall be twelve (12) hours. If different night Operators are scheduled to work the day prior to the holiday and the actual holiday, each Operator is entitled to eight (8) hours of holiday overtime pay even though the actual hours worked on the holiday is less.

d. Holiday on Day Off:

- i. 8-Hour Shift Employees - If a holiday falls on an employee's scheduled day off, either the day before or the day after the scheduled day off will be the employee's holiday. If the employee is required to work this day, he/she shall receive holiday overtime pay for the actual hours worked on his/her holiday.
- ii. 12-Hour Shift Employees - If a holiday falls on an operator's scheduled day off, another day within the current bi-weekly work schedule will be designated as the Operator's holiday. If the operator is required to work this day, he/she shall receive holiday overtime pay for the actual hours worked on his/her holiday. Operators who do not work on his/her holiday, but wish to be paid for his/her normal 12-hour shift, will need to use four (4) hours of appropriate leave accrual.

e. Reporting and Allocation of Leave Hours:

- i. Water Treatment Plant Operators will report used leave accruals according to the date on which their shift would have started. Wastewater Treatment Plant Operators will report used leave accruals according to the date on which their shift would have ended.
- ii. An operator who is absent from work due to sickness or vacation will use leave accruals in proportion to his/her assigned shift and according to scheduled hours for each day he/she is absent.

6. Operation Certification:

a. Certification Requirements to operate the treatment facilities independently:

- i. WTP - Grade III Water Treatment Certificate.
- ii. WRP - Grade III Wastewater Certificate.

b. Certification Support:

- i. The City will purchase and make available books and other training material related to state certification requirements. Operators will utilize these materials to stay current of developments pertaining to water and wastewater treatment.
- ii. Supervision will assist with and coordinate the completion of forms, applications, etc. required to secure and maintain required certification.
- iii. Supervision will maintain personnel/training files for operators to record applications, certifications and documents related to required certification, training and required continuing education.

c. Certificate Testing:

- i. Test application fees will be paid for by the City, up to three times for each certificate required for the position held by the operator. Additionally the City will pay for the certification fee for each level of certification obtained by the operator.
- ii. Subject to maintaining treatment plant operations priorities, operators will be allowed to study and prepare for certification classes and testing. The City will allow the operator time off on City paid time to take the certification test, but under no circumstance will the City pay for overtime to provide for or as a result of these activities.
- iii. The City is not responsible for appealing decisions by the Office of Operator Certification; the operator is responsible for filing and pursuing appeals related to his/her certification and will be permitted to pursue such appeal on City paid time, but under no circumstance will the City pay for overtime to provide for or as a result of these activities.

d. Certificate Re-testing:

- i. Operators are expected to re-test when successive test dates are scheduled, if he/she fails to pass a certification test.
- ii. Operators will be allowed City paid release time for test review, if the operator failed a test and the oversight agency provides for such review/appeal.
- iii. Operators must continue re-testing, unless a waiver is received for good cause from the Department Director. An operator who fails to continue re-testing or fails to retain his/her certification may be subject to discipline.

e. Certificate Retention:

- i. Review Classes:
 - a) Certification review classes attended by operators must be held in the local region, typically within northern California.

- b) The treatment plant supervisor will coordinate scheduling of certification review classes and determine the number of operators who can be released for each review class. Treatment plant coverage must be maintained at all times and will be given priority consideration. Operators will be scheduled for review classes as far in advance as possible.
 - c) If review classes require overnight lodging, the City will pay for such lodging and meal expenses in accordance with City policy.
 - d) Under no circumstance will the City pay an operator overtime to attend review classes.
 - e) When available a City vehicle will be provided; if not available, the operator will be reimbursed in accordance with City mileage rate for use of his/her personal vehicle.
 - f) Operators swing, graveyard or weekend shifts will utilize shift trading to secure rest time in advance of review classes and will have his/her shift temporarily changed to a Monday through Friday day shift schedule during the week of review classes and certification testing. An operator may choose to use vacation to secure rest time instead of trading shifts, subject to adequate coverage for plant operations. If overtime is required to back-fill the vacation request, vacation time shall be limited to two days.
 - g) The City will pay for up to, two certification review classes and two test application fees to obtain each higher level of certification than is required for the City's treatment facilities by the regulatory agency.
- f. Continuing Education Units: As required by applicable oversight agency, these will be funded by the City pursuant to Article XV above.

7. Training on the Job:

a. Mandatory Training:

- i. When feasible, the City will schedule mandatory staff training meetings so they coincide within the last few hours of the graveyard shift (i.e. 5:00 AM to 7:00 AM); or,
- ii. As an alternative, when the subject matter and presenters allow, the City may schedule multiple training sessions so affected employees can participate during his/her normal work hours; or,
- iii. As an alternative, the City may make the mandatory training available on CD/DVD/internet so employees can fulfill their obligation to participate individually as workload and priorities allow.

SECTION XVIII – RETIREMENT HEALTH SAVINGS

Upon completion of negotiations for a successor agreement, the City will coordinate an informational meeting for employees to receive information and ask questions regarding the

Vantagecare Retirement Health Savings Account. After information is disseminated and an informational meeting is conducted, an election will be conducted to allow all employees in the Miscellaneous Unit to vote on whether to participate in this mandatory healthcare savings plan. Participation in the Vantagecare retirement health savings account shall be determined based upon approval of two-thirds (2/3rds) of the eligible employees. The City and the Union agree to form a Joint Labor/Management Committee to explore alternative health reimbursement account options, if it is determined that such options are available and warrants serious consideration.

SECTION XIX – 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 (Appendix “A”) shall be implemented. The City shall provide a maximum of seven (7) days paid administrative leave for those employees who test positive and are required to enroll in a program.

SECTION XX – COMPENSATORY TIME OFF

Compensatory time maximum accumulation for bargaining unit employees will remain at 60 hours. The provisions of Personnel Rule 2.06(E) shall apply to the accumulation and use of compensatory time off.

SECTION XXI – LEAVE DONATION

The attached Catastrophic Illness & Injury Program (Appendix “B”) effective June 24, 1995 and amended June 20, 1998, to add that while an employee is utilizing 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.

SECTION XXII – COUNSELING MEMOS

The attached policy on Counseling Memos (Appendix “C”) shall remain in effect.

SECTION XXIII – SUBSTANCE ABUSE POLICY

The Alcohol and Drug Abuse Policy effective June 27, 1992 (last update: 2006) shall continue.

SECTION XXIV – BILINGUAL PAY

The City will pay \$.50 per hour bilingual pay incentive for employees who are proficient in speaking a foreign language. The method of certifying proficiency, determination of which languages will be covered under this program and the number of persons who will receive bilingual pay shall be determined by the City.

SECTION XXV – TRANSFERRED POSITIONS

1. Effective April 22, 2014, the bargaining unit represented by Local 1 was modified to add four occupied positions at the time: (a) two Account Clerk - Intermediate (Finance), (b) one Administrative Assistant (Parks and Recreation), and (c) one administrative Assistant (Fire). As of the effective date, there was an unoccupied Account Clerk, Account Clerk-Senior, Accounting Technician, Administrative Technician, and Housing Program Analyst position. These positions have been added to the Local 1 bargaining

unit. Collectively these are referred to as “the Transferred Positions”.

2. The entire salary step schedule for the Account Clerk, Account Clerk – Intermediate, and Account Clerk – Senior, from the Confidential salary schedule replaced the corresponding Local 1 classification series.
3. Except as noted, the terms and conditions of employment applicable to incumbents holding the Transferred Positions will be as set forth in the MOU. However, in order to keep the incumbents in the Transferred Positions whole, the following two current benefits will be maintained for these incumbents for as long as they hold their current positions. As of the date of this MOU, there is one incumbent remaining in the employment:
 - a. Life Insurance (at the \$15,000, employee-only benefit level); and

(Continues on to next page)

b) 40 hours of Administrative Leave per calendar year.

These additional benefits shall not apply to any future employees who hold the Transferred Positions in Local #1.

SECTION XXVI – LENGTH OF AGREEMENT

The terms of the Memorandum of Understanding shall be in effect upon approval of the City Council and continue in full force and effect through June 30, 2017. 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 the parties acknowledge that the Memorandum of Understanding constitutes the entire agreement on matters addressed herein, all other terms shall remain the same unless expressly changed by agreement between the parties concerning wages, hours, terms and conditions of employment for the term of October 20, 2015 to June 30, 2017.

Date: 10/30/15

Date: 10/19/15

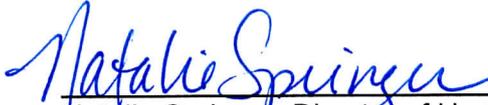
CITY OF YUBA CITY



Steven C. Kroeger, City Manager



Robin Bertagna, Director of Finance



Natalie Springer, Director of Human Resources

LOCAL 1



Gary Stucky



Dave Calonder



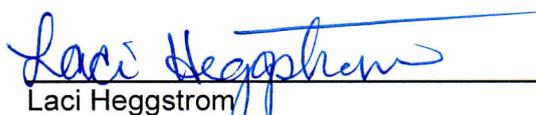
Audie Jackson



Tim Bybee



Rene Garcia



Laci Heggstrom

THE CITY OF YUBA CITY**Addendum to Alcohol and Drug Abuse Policy Implementing the Omnibus
Transportation Employee
Testing Act of 1991**

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.

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.

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. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee. 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. The City will immediately serve a Notice of Intended Disciplinary Action in accordance with the personnel rules. 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 sick leave, Comp. Time earned, and vacation or be placed on an approved leave of absence, if time off needed. 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.

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. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive 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 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. Pre-Employment testing requirements will be conducted in compliance with current law.

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 if an accident results in injuries requiring transportation to a medical treatment facility; or when one or more vehicles incurs disabling damage that requires towing from the site; and the safety-sensitive employee is cited for a moving violation

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 duration and frequency will be determined by the SAP. 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 is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinically experienced in the diagnosis and treatment of alcohol related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. Referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs will be borne by the safety-sensitive employee. Employee will be immediately terminated on the occurrence of a second verified positive test result.

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 than:

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) Benzoyllecgonine

(3) Test for 6-Acetylmorphine when morphine concentration exceeds 2000 ng/ml

(4) 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.

PROCEDURES FOR REASONABLE SUSPICION TESTING

A. PROCEDURES – RESONABLE 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.
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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.

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.

PROCEDURES FOR REASONABLE SUSPICION TESTING**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.

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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.
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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.
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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.

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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.

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.

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 drivers 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.