

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF YREKA

AND THE

YREKA POLICE OFFICERS ASSOCIATION

For the Period from July 1, 201⁰~~1~~ to June 30, 201~~1~~⁰

Table of Contents

<u>Article and Title</u>	<u>Page Number</u>
<u>General Provisions</u>	
1.1 Parties to the Memorandum	4
1.2 Validity of the Memorandum	4
1.3 Recognition	4
1.4 Effective Date and Term	4
1.5 Effect of Memorandum	4
1.6 Employee Rights	5
1.7 City Rights	5
1.8 Non Discrimination Clause	5
1.9 Requirement to Meet and Confer	5
1.10 Association Release Time Bank	6
<u>Salary Ranges and Adjustments and Compensation:</u>	
2.1 Salary	6
2.2 Special Pay	7
2.3 Standby Pay	7
2.4 POST Incentive Program	7
2.5 Signing Consideration	7
<u>Medical, Dental, Vision and Disability Plans:</u>	
3.1 Medical Plan	7
3.2 Dental Plan	9
3.3 Vision Plan	9
3.4 Life Plan	9
3.5 Disability Plan	9
<u>Vacation and Leave:</u>	
4.1 Vacation Leave	10
4.2 Vacation Accrual	11
4.3 Holidays	11
4.4 Sick Leave	11
4.5 Physical Fitness Incentive Program	12

Allowances and Reimbursements

5.1	Book and Tuition Reimbursement	12
5.2	Uniform Allowance	13
5.3	Safety Equipment	13

Work Hours, Overtime, Compensatory Time Off

6.1	Overtime	14
-----	----------	----

Catastrophic Leave

7.1	Catastrophic Leave	15
-----	--------------------	----

Retirement

8.1	Employee Retirement Plan	15
-----	--------------------------	----

Employee - City Advisory Committee

9.1	Employee-City Advisory Committee	15
-----	----------------------------------	----

Concerted Activities

10.1	Concerted Activities	15
------	----------------------	----

APPENDIX A - SALARY RANGES

Article 1
General Provisions

1.1 **Parties to the Memorandum**

This Memorandum of Understanding is made and entered into effective the 1st day of July, 2010, by and between the City of Yreka and the Yreka Police Officers' Association, hereinafter "City" and "Association" respectively. The Association is the recognized employees' organization for the classifications of City employees hereinafter identified. Upon adoption by the City Council this Memorandum will become binding between the City of Yreka and the Yreka Police Officers' Association and its members.

1.2 **Validity of Memorandum:**

The parties have met and conferred in good faith through their designated representatives concerning matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below.

1.3 **Recognition:**

The Association is the recognized employee organization for members in the following classifications:

Police Officer	Detective
Police Officer Trainee	Administrative Secretary
Dispatcher	Records Supervisor
Animal Control Officer	

1.4 **Effective Date and Term:**

A. This Memorandum of Understanding shall take effect as of the first day of July, 2010, except as otherwise provided herein, and shall remain in full force and effect through the thirtieth (30th) day of June 2011. This Memorandum of Understanding shall only become effective with approval of the City Council of the City of Yreka and the Association. Any financial consideration payable under this Agreement shall commence on the first full pay period following approval of this Memorandum of Understanding by the City Council.

B. Term of this Agreement shall be for one (1) year from July 1, 2010, through and including June 30, 2011.

1.5 **Effect of Memorandum:**

During the term of this Memorandum, the provisions hereof shall govern the wages, hours, benefits, and working conditions of employees with the represented unit covered by the Memorandum, the current edition of the Yreka Police Department Policy Manual, and as otherwise provided in City personnel rules and regulations, resolutions, and ordinances wherein this Memorandum is silent. The Employee Personnel System and the Personnel Rules and Regulations are on file in the City Manager's Office at City Hall. Nothing herein shall be construed to limit the authority by the City to change or modify the Employee Personnel System or the Personnel Rules or Regulations, subject, however, to the City's obligation to meet and confer with the Association.

1.6 **Employee Rights:**

A. Employees of the City shall have the right to form, join, and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

B. Neither the City nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of the exercise of these rights.

1.7 **City Rights:**

The City retains the exclusive right, subject to and in accordance with applicable laws, regulations and the provisions of this Memorandum, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable ordinance and resolution provisions; (d) to discipline employees in accordance with applicable rules; (e) to dismiss employees because of lack of work, funds, or for other reasonable cause; (f) to determine the mission of its departments, its budgets, its organization, the number of employees, and the number, types, classifications and grades of positions of employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing the work; and (g) to take whatever action that may be necessary and appropriate to carry out its mission in situations of emergency.

1.8 **Non Discrimination Clause:**

As may be required by State or Federal Law, both City and Association agree not to discriminate against any employee because of legitimate union activity or affiliation, political belief, race, creed, color, religion, nationality, age, sex, sexual preference, physical condition or national origin.

1.9 **Requirement to Meet and Confer:**

A. Except in cases of emergency, the City shall give reasonable written notice to the Association when its members are affected by any ordinance, rule, resolution or regulation directly related to matters within the scope of representation proposed to be adopted by the City. City shall give the Association the opportunity to meet with the City. In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately, without prior written notice or meeting with the Association, the City shall provide Association the opportunity to meet at the earliest practical time following adoption of such ordinance, rule, resolution or regulation. The Association shall provide to City in writing, the names, addresses and telephone numbers of up to two persons to whom the City shall be required to give notice as required in this paragraph.

B. The City and/or its authorized representatives shall meet and confer in good faith

regarding wages, hours and other terms and conditions of employment with representatives of the Association and shall consider fully such presentations as are made by the Association on behalf of its members prior to arriving at a determination of policy or course of action. City agrees to provide time off to two (2) members of the Association while attending meetings with the City during the meet and confer process.

C. "Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent.

1.10 Association Release Time Bank:

A. Association members may voluntarily donate to any City employee vacation leave credits, sick time credits, or compensatory time off credits to an Association Time Bank by designating the type and amount of leave credit on a form provided by the City for that purpose. All such donation forms shall be signed by the member. Donations shall be in whole hour increments and a member may not withdraw any hours so donated. In the event there are unused credits which have been voluntarily assigned, they shall be proportionately re-assigned to the donating employees.

B. Association members designated by the Association shall be eligible to use the Time Bank to perform Association business. Sick leave credits must only be assigned to another employee of the City eligible for sick leave.

C. Such use is subject to reasonable advance request by the Association and approval by the Chief. Requests shall be treated in the same manner as requests to use compensatory time off.

Article 2

Salary Ranges and Adjustments and Compensation

2.1 Salary:

A. Salary ranges for each classification are specified in Appendix A, attached to this Memorandum.

2.2 Special Pay:

Additional compensation shall be paid for those officers that are required to perform the following special duties; DARE Officer, Dispatch Certified Training Officer (CTO), *Task Force Agent*, and Field Training Officer (FTO.) These officers receive a two and one-half (2 ½%)

increase above their base salary for actual hours worked in such capacity.

2.3 **Standby Time:**

Officers will be paid at the rate of \$50.00 per full 24 hour standby period and \$25.00 for less than a 24-hour standby period. To qualify for standby pay, an officer must be specifically assigned to standby duty.

2.4 **POST Incentive Program:**

Because it is in the best interest of the City and safety personnel to keep members of the Police Department informed and up-to-date on current law enforcement techniques and procedures the following incentive program is instituted: A Police Officer attaining the POST Intermediate Certificate will be entitled to 2.5% special pay above the base salary and an additional 2.5% above the base salary for the POST Advanced Certificate.

Article 3

Medical, Dental, Vision, Life and Disability Plans

3.1 **Medical Plan:**

A. The City will continue the flexible benefit plan for employee health benefits in accordance with Internal Revenue Code Section 125. **Until December 31, 2010, the City will continue to contribute, on behalf of each eligible employee the sums established by the Memorandum of Understanding for the period of July 1, 2006, through June 30, 2009.** The employee may choose to cover premium costs for the eligible employee's health plan or other plans available through PERS and/or other qualified supplemental plans offered by AFLAC under its Flex One Tax Advantaged Plan. Total monthly premium costs of selected insurance coverages which exceed the City's **contribution toward** the eligible employee's health plan premium will be the responsibility of the employee. The minimum required coverages that each employee must select under the flexible benefit plan is the PERS Choice Health Plan. In order to be excluded from this requirement for the PERS Choice Health Plan, an employee must submit verification of substantially equivalent alternate coverage for health insurance. Employees who elect no coverage pursuant to this Section shall not receive this benefit, but shall be eligible for the benefit described in subparagraph 3.1.J of this Section.

B. Effective **January 1, 2011**, and continuing thereafter, the **City contribution** for the eligible employee's health plan shall not exceed the following sums:

Four Hundred Eighty Dollars (**\$480**) **toward** total monthly premiums costs for employee only; the balance of the total monthly premium costs for the eligible employee's health plan premium will be the responsibility of the employee.

Nine Hundred Dollars (**\$900**) **toward** total monthly premium costs for employee and one dependent; the balance of the total monthly premium costs for the eligible employee's health plan premium will be the responsibility of the employee.

One Thousand One Hundred Thirty-five Dollars (**\$1,135**) toward total monthly premium costs for employee and family; the balance of the total monthly premium costs for the eligible employee's health plan premium will be the responsibility of the employee.

C. For purposes of this Agreement, "premium costs for the eligible employee's health plan" shall include the eligible employee's participation in the PERS Choice Health Plan.

D. By not later than December 31st each year, each employee shall execute a written authorization regarding the medical premium deduction. The deduction will be made on a biweekly basis.

E. The dedicated City contribution to CalPERS Health coverage is the minimum amount required by the City's contract with CalPERS, which is currently One Hundred Five and no/100 dollars (\$105.00) per month for each active employee or annuitant (equal amount contribution).

F. The parties agree that administration of the plan, enrolling or canceling enrollment of employees or their dependents and processing claims and securing of adequate risk protection shall be the sole administrative and financial responsibility of the City.

G. There shall be no decrease in benefits except as are imposed upon the City as benefit modifications by CalPERS. Any change in plan benefits to the employee by the City shall be on a Meet and Confer basis.

H. Reopeners regarding Health Benefit Plans. Should the premium rates for the CalPers Pers Choice Health Plan exceed a total of twenty-five (25%) above the January 1, 2006 rates during the life of this Agreement, the Association may request to meet with the City. At the City's request, the parties may reopen during the term of the Agreement to discuss a Flexible Benefit Plan.

I. An employee with court ordered dependent health coverage must show proof of that order in the form of a qualified domestic relations' order (QRDO) before dependent coverage can be extended.

J. The City agrees to continue and fund for employees who elect no insurance coverage a cash in lieu benefit in the amount of \$500 per month, disbursable to the employee biweekly on a taxable income basis, in accordance with IRS Code Section 125.

K. Either party may request to reopen negotiations on health insurance, if there is a proposed substantial change in the PPO network for the PERS Health Plan.

3.2 **Dental Plan:**

The parties agree that the current self-funded dental plan will remain in effect. The parties agree that the administration of the plan, including but not limited to the providing of information about the plan, enrolling or canceling enrollment of employees or their dependents and processing claims shall be the sole administrative and financial responsibility of the City. There will be no decrease in benefits.

City agrees to pay one hundred percent (100%) of the dental plan cost including dependent coverage.

3.3 **Vision Plan:**

City agrees to continue to provide a vision plan through the California Vision Service Plan (VSP) B with a \$25.00 deductible including coverage for dependents at its sole expense. City retains the right to self-insure at the same benefit level. There will be no decrease in benefits.

City agrees to pay one hundred percent (100%) of the vision plan cost including dependent coverage.

3.4 **Life Insurance Plan:**

Life Insurance will be procured for each employee, (excluding retired employees) equal to the amount of the gross salary received under the salary schedule for a given year, not including overtime or special pay. Dependent coverage at the amount of one thousand dollars (\$1,000) per spouse and child will continue to be provided. City agrees to pay the premium for this coverage.

3.5 **Disability Plan:**

City agrees to discontinue the current employer paid long term disability insurance plan for each employee of the bargaining unit effective July 1, 2007, and gave each employee of the bargaining unit a one percent (1%) salary increase effective that date.

Article 4
Vacation and Leave

4.1 **Vacation Leave:**

A. The policy for use of vacation is that it be used in the year immediately after the annual accrual. This policy is based on the intent that vacation time be a relief from regular work schedules. The relief from work is for the personal well being of employees, both mentally and physically, to insure healthy work and personal lives.

B. All employees shall be entitled to annual vacation leave with pay except the following:

- (1) Employees who have served less than six (6) months in the service of the City.

However, vacation credits for the time will be granted to each such employee who later receives a permanent appointment.

(2) Employees who work on a provisional basis and all employees who work less than one thousand (1,000) hours per year.

C. Eligible employees who work less than full-time but more than one thousand (1,000) hours per year shall be credited for vacation on a prorated basis.

D. Vacation units shall be accumulated on an hour basis in accordance with the following schedule:

<u>Months of Employment</u>	<u>Vacation Hours Accrued Per Pay Period</u> (Based on 26 equal pay periods per year)	
1-60 months	3.08 hours	(80 hours per year)
61-180 months	4.62 hours	(120 hours per year)
181 months and after, max rate	6.15 hours	(160 hours per year)

E. The time during a calendar year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the City.

F. The City agrees to permit probationary employees to use earned vacation time during the probationary period. In cases where an employee has one year or greater probation, and in cases of real need, an employee may, departmental workload permitting, be allowed to take up to forty (40) hours of earned vacation. Should said employee terminate voluntarily or involuntarily prior to achieving permanent status, the pay for vacation used will be deducted from the final paycheck.

G. Previous part-time City employees, who have subsequently become full-time regular employees shall be credited with such part-time City service, for the purpose of computing months of employment and vacation accrual. One hundred seventy-three (173) hours of part-time City service shall equal one (1) month of employment. As to any current employee, who may be entitled to a greater vacation accrual rate as of the effective date of this Memorandum of Understanding, pursuant to this paragraph, such additional vacation accrual shall be prorated only for the balance of the calendar year.

4.2 **Vacation Accrual:**

The maximum vacation accrual allowable as of January 1 each year is eighteen (18) months.

4.3 **Holidays:**

A. Other than permanent full-time dispatchers, Holidays for non-safety employees are: July 4th -(Independence Day), first Monday in September-(Labor Day), November 11th-(Veterans Day), Thanksgiving Day, Friday following Thanksgiving, December 24th, December 25th, January 1st, third Monday in January-(Martin Luther King), the third Monday in February-(President's Day) and the last Monday in May-(Memorial Day). When a holiday falls on a Sunday, the following Monday shall be observed as the holiday and when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Three floating holidays per year of eight (8) hours each will be credited to each such non-safety employee. The floating holidays will be credited to the non-safety employees' paycheck by January 15th of each year, as credited leave which cannot be saved. It must be used by the end of the year or be lost. New non-safety employees hired on or before April 30 will be credited with twenty-four (24) hours. New non-safety employees hired between May 1, and August 31, will be credited with sixteen (16) hours. New non-safety employees hired on or after September 1 will be credited with eight (8) hours.

"Employees shall have an additional (one-time) floating holiday consisting of four (4) hours holiday pay or the equivalent, which will be credited for the term of this Agreement, which must be used before the end of the term of the Agreement and cannot be saved for use beyond the end of the Agreement. It is the intent of the parties that this benefit shall be at no cost to the City, which shall be as determined by the City Manager and the Police Chief, acting jointly. The benefit is as follows: For non-sworn personnel, four (4) floating holiday hours. For sworn personnel, four (4) vacation hours."

Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

B. In lieu of taking said holidays, members of the Police Officer and permanent full-time dispatcher classifications shall receive 5.54 hours per pay period, additional pay computed as follows: Employees base salary hourly rate times 144, (12 days X 12 hrs/day = 144 hrs) divided by 26 pay periods per calendar year is equal to the amount each such employee shall receive with the payroll check.

4.4 Sick Leave:

A. All employees, except part-time and extra help employees, shall be entitled to eight (8) hours of sick leave with pay each month or major fraction thereof, with no accumulation limit.

B. City has entered into an agreement with the PERS whereby accumulated sick leave is converted to additional service credit upon retirement.

C. Sick leave with pay shall be granted upon the recommendation of the department head in a case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic procedures, dental procedures and ophthalmology services when performed by a duly

licensed practitioner.

D. In case of illness extending beyond two (2) days duration, the employee shall furnish a certificate issued by a licensed practitioner. Each certificate shall be filed by the department head with the payroll clerk. It shall be the policy of the City that sick leave shall be considered a privilege and not a right. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

E. An employee who is entitled to Worker's Compensation under the labor code of the State may elect to take as much of his/her accumulated sick leave or accumulated vacation as when added to the Worker's Compensation will result in payment to that employee of his/her full salary or wage.

F. No City employee shall be entitled to the use of sick leave while absent from duty on account of any of the following causes: disability arising from any sickness or injury purposely self-inflicted or caused by their willful misconduct; sickness or disability sustained while on leave of absence other than regular vacation. Sick leave, up to ten (10) days per calendar year, may be used by an employee to attend to an illness to the employee's spouse, child or parent. "Child" means a biological, foster or adopted child; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent. Sick leave to care for ill family members is subject to all policies that apply to sick leave, including medical documentation.

4.4 **Physical Fitness Incentive Program:**

All sworn police officers in the association have the option of participating in an annual physical fitness test. The test is intended to keep officers in good physical condition. Staying in good physical condition will be the officer's responsibility by whatever means necessary, will be done on the officer's own time and the City will have no responsibility in connection with the means of conditioning. The test will be conducted before July 1st of each year. The physical fitness test will meet the minimum POST fitness standards in effect for each given year. Upon successfully passing the test, the employee will receive 20 hours of compensatory time off. The employee understands that the test is optional and the employee will not receive hourly compensation for the time the employee participated in taking the test unless the test falls during the employee's normal work shift.

Article 5

Allowances and Reimbursements:

5.1 **Book and Tuition Reimbursement:**

A. To encourage the training of employees in subjects which would be of substantial benefit to the City, as well as the employee, the City maintains a book and tuition reimbursement

program.

B. All requests for this program shall be submitted to the City Manager's Office prior to commitment. Such requests shall be in writing on City provided form and describe the nature of the training to be entered into, the cost of such training, and comments with respect to its applicability to the particular employee's job. The request shall be accompanied by a statement from the department head.

C. For approved training extending over a period of time exceeding two (2) weeks, the City shall refund to the employee all cost of tuition and required books upon presentation of evidence of successfully completing the course with a grade of C or better, submission of request form along with a copy of the grade report attained and a copy of the receipt for payment of tuition and books. In the event that the employee is financially unable to advance the cost of tuition and required books, the City may, upon written request and agreement by the employee, advance the cost of tuition and required books subject to reimbursement by the employee should he/she fail to satisfactorily complete such training and authorizing the City to deduct such cost from the payroll in such event.

D. Tuition and required book costs for approved short courses or institutes less than two (2) weeks shall be paid initially by the City.

5.2 Uniform Allowance:

A. Members of the Police Department designated by the Chief of Police (Police Officers, Dispatchers and Animal Control Officer) where uniforms are mandatory in the performance of their duties shall receive a uniform allowance in the amount of \$750.00 per year. The uniform allowance shall be paid by separate check in two equal portions: One check payable after January 1 of a given year and one check payable with the second paycheck after July 1 of a given year.

B. In the case of newly hired officers, the initial installment of the uniform allowance shall be paid within the first full pay period following the date of hire and the second installment shall be paid at the time of the next payment scheduled pursuant to Paragraph 5.2.A.

C. The City agrees to replace or reimburse employees for uniform articles that are lost or damaged in the line of duty so long as such loss or damage is not the result of substantial fault or negligence on the part of the employee.

5.3 Safety Equipment:

In accordance with Government Code Section 50081 the City will furnish each safety officer the following equipment:

1. Soft body armor vest Type 2A or equivalent, replaced in accordance with

- manufacturer's recommendation.
2. Service weapon and service ammunition.
 3. Three magazines and two magazine cases.
 4. Holster.
 5. ASP holder.
 6. Two pair of handcuffs (Smith and Wesson or Peerless or comparable quality) and two single handcuff cases.
 7. Flashlight (metal, with battery charger).
 8. Sam Browne belt
 9. Keeper straps.
 10. Rain Gear.
 11. Chemical agent and holder.
 12. Whistle.
 13. Helmet with face shield.
 14. Tritium night sights for issued service weapon.

Said equipment shall remain the property of the City.

Article 6 Work Hours, Overtime, Compensatory Time Off

6.1 **Overtime:**

A. Overtime is defined as a City-required act or time expenditure by an employee in excess of the 160 hours worked in a 28 day work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualification, required classes or courses, court appearances, and special assignments as prescribed by applicable state and federal law not occurring within the normal hours scheduled for the employee.

B. Any such act or time expenditure required of an employee by the City after the employee has completed a continuous period of duty and must be called back to perform such additional duty, prior to the next scheduled duty, shall receive a minimum of two hours of compensation. Call back for court appearances on off-duty time shall be a minimum two (2) hours of compensation when the call back duty continues into the employee's scheduled work shift, but will be credited only for actual time worked.

C. The overtime rate will be computed on a time and one-half basis.

D. Overtime worked may be selected as pay or compensatory time (CTO) at the discretion of the employee within the applicable payroll period with a maximum CTO accumulation of one hundred sixty (160) hours. Any overtime worked after an employee has accumulated one hundred sixty(160) hours of CTO will be paid as salary for the applicable payroll period.

E. Approved sick leave, vacation leave and CTO utilized by the employee will be counted as time worked for the purpose of computing overtime.

Article 7
Catastrophic Leave

7.1 **Catastrophic Leave:** The City has implemented a Catastrophic Leave program whereby the employees of the City may donate any accrued compensatory time off, vacation time or sick leave to a co-employee provided, however, that the sick leave donated by any one employee may not exceed five days in any calendar year. The purpose of this policy is to provide a co-employee with additional time off when they have a serious illness or injury resulting in the exhaustion of all paid leave before they are able to return to work.

Article 8
Retirement

8.1 **Employee Retirement Plan:**

City will enroll and maintain enrollment of employees in the PERS 2% @ 50 retirement plan and the 2% @55 retirement plan for miscellaneous members. City agrees to continue to pay the employee's PERS contribution to the Public Employees Retirement System to be credited to the employee's PERS account as if it were paid by the employee.

Article 9
Employee – City Advisory Committee

9.1 **Employee – City Advisory Committee:**

A. Within 30 days of the date of execution of this agreement, the City, in cooperation with each of the employee associations, shall establish an Employee-City Advisory Committee consisting of one (1) City employee member of each recognized employee association and the City Manager and the City Attorney.

B. The purpose of the committee is to study and recommend to the City Council changes or modifications in City employee conditions of employment including but not limited to medical, dental and vision plans, grievance procedures, personnel system rules and regulations, revision of job classification descriptions and procedures for evaluating and review of employees for step pay increases.

Article 10
Concerted Activities

10.1 **Concerted Activities:**

A. The parties to this Memorandum recognize and acknowledge that the services performed

by the City employees covered by this Memorandum are essential to the public health, safety and general welfare of the residents of the City of Yreka. The Association will not recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, or slow-down to affect an employer-employee relations position (hereinafter referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. Picketing shall be prohibited on matters involving wages, insurance coverage and leaves from work during the term of this Memorandum. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

B. City agrees not to lock out employees.

C. In the event of any work stoppage during the term of this Memorandum, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. The City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee. It is understood that employees so disciplined retain an appeal right under the City's employer-employee relations policies and California law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Yreka, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective July 1, 2010.

CITY OF YREKA

Date signed: _____

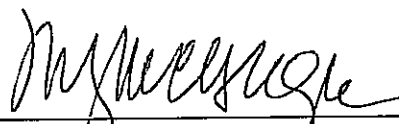
By: 
Steven W. Baker, City Manager

YREKA POLICE OFFICERS'
ASSOCIATION

Date signed: 12/25/10

By: 
Chris Betts, President

Steve Allen, Representative


Mary Frances McHugh,
City Attorney

\\goldnugget\users\maryfrances\my documents\documents_labor

by the City employees covered by this Memorandum are essential to the public health, safety and general welfare of the residents of the City of Yreka. The Association will not recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, or slow-down to affect an employer-employee relations position (hereinafter referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. Picketing shall be prohibited on matters involving wages, insurance coverage and leaves from work during the term of this Memorandum. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

B. City agrees not to lock out employees.

C. In the event of any work stoppage during the term of this Memorandum, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. The City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee. It is understood that employees so disciplined retain an appeal right under the City's employer-employee relations policies and California law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Yreka, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective July 1, 2010.

CITY OF YREKA

Date signed: _____

By: _____

Steven W. Baker, City Manager

YREKA POLICE OFFICERS'
ASSOCIATION

Date signed: 12-15-10

By: _____

Chris Betts, President

Steve Allen, Representative

Mary Frances McHugh,
City Attorney

City of Yreka
2009-10* Salary Schedules
Monthly Salary
(* 2010-2011 Negotiations are Pending)

SALARY SCHEDULE FISCAL YEAR 2009-10 (effective 2010-11) JOB TITLE	ROW	UNIT	COLA	JOB#	RANGE	Factor Hourly Range	Prior Year BASE	Not Based Longevity						STEP G	
								STEP A	STEP B	STEP C	STEP D	STEP E	STEP F		
ADMINISTRATIVE SECRETARY	54	YPOA	1.02	214	1308	1561	2,652	2,705	2,840	2,982	3,131	3,288	3,452		
ANIMAL CONTROL	55	YPOA	1.02	230	1230	1469	2,496	2,546	2,673	2,807	2,947	3,094	3,249		
DETECTIVE	56	YPOA	1.04	207	1538	1908	3,180	3,307	3,472	3,646	3,828	4,019	4,220	4,431	
DETECTIVE W/INTERMEDIATE	57	YPOA	1.04	208	1577	1955	3,259	3,389	3,558	3,736	3,923	4,119	4,325	4,541	
DETECTIVE W/ADVANCE	58	YPOA	1.04	209	1615	2004	3,339	3,473	3,647	3,829	4,020	4,221	4,432	4,654	
DISPATCHER	59	YPOA	1.02	215	1180	1409	2,394	2,442	2,564	2,692	2,827	2,968	3,116		
DISPATCH SUPERVISOR	60	YPOA	1.02	223	1239	1478	2,512	2,562	2,690	2,825	2,966	3,114	3,270		
POLICE OFFICER	61	YPOA	1.04	211	1465	1818	3,030	3,151	3,309	3,474	3,648	3,830	4,022	4,223	
POLICE OFFICER W/INTERMED	62	YPOA	1.04	212	1501	1862	3,103	3,227	3,388	3,557	3,735	3,922	4,118	4,324	
POLICE OFFICER W/ADVANCE	63	YPOA	1.04	213	1538	1908	3,180	3,307	3,472	3,646	3,828	4,019	4,220	4,431	
RECORDS SUPERVISOR	64	YPOA	1.02	217	1308	1561	2,652	2,705	2,840	2,982	3,131	3,288	3,452		