

Memorandum of Understanding
Between the
City of Yreka
And the
Yreka Employees Association



January 8, 2023, through July 5, 2025

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Preamble

This Memorandum of Understanding between the City of Yreka (City) and the Yreka Employees Association (Association) has as its purpose the promotion of harmonious labor relations between the City and Association, and the establishment of rates of pay, hours of work, and other conditions of employment.

Article 1 - Recognition

The City recognizes the Association as the sole and exclusive representative for full-time employees in the classifications listed in Appendix "A" Recognition, as amended.

Article 2 - Employee Rights

The City may not search the employee's person or their personal property and effects; including handbags, briefcases, backpacks, lunch boxes, or other personal items that the employee may bring to work

Article 3 - Association Rights

3.1. Dues

Upon certification from the Association that an employee has signed an authorization for the deduction of dues, the City shall make payroll deductions in an amount to be determined by the Association and communicated to the City annually. The City shall promptly remit deductions to the Association with a list of dues-paying members. The City will transmit payment to the Association through Electronic Funds Transfers (EFT). Employee requests to cancel membership dues deductions must be directed to the Association. Upon notification from the Association that an employee has canceled membership dues, the City will promptly cease dues deductions from the employee's paycheck. The City may only request a copy of a dues authorization in the event of a dispute. The Association will hold the City harmless from any and all claims and will indemnify it against any unreasonable costs in implementing this provision, and shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

3.2. New Employee Orientation

New employee orientation shall occur within 30 days of an employee's hire. The Association shall be provided not less than ten (10) days advance notice of any new employee orientation session, unless otherwise agreed to in writing (e.g., email). The City shall allow two (2) representatives to address the employees being oriented for up to thirty (30) minutes and the employee representatives conducting orientation shall be granted paid release time to do so, including reasonable travel time if needed.

Management representatives will excuse themselves during the Association portion of the orientation, unless otherwise agreed at the time of the orientation, and the Association

agrees not to engage in speech that could cause substantial disruption or material interference with City activities.

The parties acknowledge that this Agreement fully complies with and exhausts the parties' obligation to negotiate pursuant to Government Code Section 3557. Due to such agreement, compulsory arbitration pursuant to Government Code Section 3557 is waived for as long as this Agreement is in effect.

3.3. Disclosure of Employee Contact Information:

The City will provide the Association a digital file via email to the email address designated by the Association containing the following information, if available and permitted by the employee (see Employee Opt Out Request):

- Name
- Job title
- Department
- Work location
- Work, home and personal cellular telephone numbers
- Personal email addresses on file with the Employer
- Home address

Such information will be provided as follows:

- New Hires: Within thirty (30) days of the date of hire.
- Regularly, for all employees: quarterly effective within thirty (30) days of the end of each calendar quarter.

3.4. Employee Opt Out Request:

An employee may opt-out of the requirement to provide the below personal information by making a written request to the City. The City shall promptly forward a copy of any such request to the Association.

- Home address
- Home telephone number
- Personal cellular telephone number
- Personal email address
- Birth date

3.5. Notice of Meet and Confer

The City will provide notice to the Association President regarding changes in job classifications or policy that fall within the scope of representation under the MMBA. The Association has fifteen (15) days to request a meet and confer. Three (3) members of the Association may be on paid release time while attending meetings with the City during the meet and confer process.

3.6. Extra-Help

The City will provide the Association notice at the time of posting for extra-help and part-time employees.

3.7. Contracting Out

If the City intends to contract out for services currently provided by YEA, the City will notice YEA. YEA will have fifteen (15) days to request a meet and confer over the decision and the impacts.

Article 4 - Wages

4.1. Salary Schedule

The salary schedule consists of five (5) steps, with five percent (5.0%) between steps (1) through (5). The Salary Schedule is attached as Appendix "B" Salary Schedule. Employees advance steps upon completion of a satisfactory performance evaluation.

4.2. Salary Increases

Effective January 8, 2023, all classifications will receive a five percent (5.0) increase.

Effective January 7, 2024, all classifications will receive a four percent (4.0%) increase.

Article 5 - Overtime Provisions

5.1. Overtime

The City has the right to assign and schedule overtime. Whenever possible, overtime is assigned first to those employees who volunteer for overtime assignments; however, the City is not obligated to solicit volunteers before making overtime assignments. The assignment of overtime to employees does not constitute a change in shift, work schedule, or days and hours of employment.

"Overtime" is defined as work in excess of forty (40) hours per work week, only actual hours worked and vacation leave count towards the calculation of overtime. Overtime is paid at the rate of one and a half (1.5) times the employee's regular rate of pay. Compensation shall be either payment or Compensatory Time Off (CTO) at the option of the employee, except when responding to an OES or mutual aid event, CTO is not allowed. Employees may accrue a maximum of one hundred and twenty (120) hours of CTO. Employees may cash out CTO during the year in which it was accrued, any CTO remaining will be paid out on the final paycheck in December.

5.2. Call Back Pay

An employee who is called back to work receives either a minimum of two (2) hours at their overtime rate or if the hours are contiguous to their normal work shift the actual hours worked at the applicable rate of pay.

5.3. Remote Pay

Employees who are able to perform work remotely (including SCADA calls) will be paid a minimum of thirty (30) minutes at their overtime rate per incident or actual time worked whichever is greater.

5.4. Standby Pay

Employees assigned to standby will receive full standby pay on weekends or holidays if the employee's regularly scheduled work hours on that day are 4 hours or less. Standby pay is paid at the rate of \$70.00 per full 24-hour standby period (non-holiday weekend day), \$35.00 for less than a 24-hour standby period (non-holiday weekday), and \$140.00 per holiday day.

Observed holidays for standby include holidays defined in section 13.2 and the actual day of the holiday, should it fall on a weekend, for the following holidays: January 1st, July 4th, November 11th, December 24th, and December 25th.

Article 6 - Premium Pays

6.1. Bilingual Pay

Employees who are routinely and consistently required to read, write, and speak a language other than English and who are able to do so fluently will receive bilingual premium in the amount of five percent (5.0%) of their base rate of pay. The method of certifying proficiency and the determination of which languages are eligible for bilingual pay is determined by the City.

6.2. Wastewater License Incentive Pay

A Water Operator II/III or Wastewater Operator II/III who attains dual water and wastewater operator licenses receive Wastewater License Incentive Pay in an amount of five percent (5%) of their base rate of pay.

License incentive pay is retroactive to the date of the license, provided that the employee submits the license or evidence of successful completion to the Human Resources within thirty (30) days of receipt.

6.3. Supervisor Premium

Employees who are routinely and consistently assigned by a Manager to supervise or lead a shift in the absence of a supervisor or lead will receive supervisor premium in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor or lead.

Article 7 - Work Hours and Overtime

7.1. Work Hours

The standard workweek is 40 hours. The work period for employees on the standard work schedule begins at 12:01 a.m. on Sunday and ends at 12:00 midnight the following Saturday.

The regular workday is eight (8) hours. The two typical work schedules, as follows:

Work Type/Location	Typical Work Hours	Typical Break Periods
Public Works Yard	7 am to 3:30 pm	½ hour, two 15 minute breaks
City Hall & Administrative	8 am to 5 pm	1 hour, two 15 minute breaks

The flexing of work schedules may be approved by the department manager.

Occasionally, Supervisors, Department Heads and the City Manager may require an employee to work a schedule different from their typical schedule to meet the needs of the City prompted by an emergency or a specific project. Unless an emergency exists, the City will provide at least 72 hours written notice when an employee will be required to work other than their normal schedule. Schedules shall not be changed to avoid the payment of overtime.

It is the policy of the City that employees be provided breaks for 15 minutes in the morning and 15 minutes in the afternoon; provided, however, the Association acknowledges that in the event of an emergency affecting the public health and safety or injury to persons or property, such break may be cancelled in such event and provided to the employee later in the day if the emergency has concluded. "Emergency" as used herein is an event where there is immediate danger to persons or property requiring the employee's service such as flooding, fires, sewage backups or hazardous material spills.

Article 8 - Insurances

8.1. Medical and Dental Insurance:

The City contracts for employee's and their dependents, and retiree's and their dependents, medical insurance benefit plans through the CalPERS Public Employees Medical and Hospital Care Program. Employee deductions are "pre-tax."

Effective plan year 2023, the City contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 4
Employee plus family	Note 1	Note 2	Note 5

Note 1: The Medical Benefit is equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to \$701.00 plus 100% of the dental premium.

Note 4: The total benefit is equal to \$1,404.00 plus 100% of the dental premium.

Note 5: The total benefit is equal to \$1,825.00 plus 100% of the dental premium.

Effective plan year 2024, the City contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Note 1: The Medical Benefit is equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to \$758.00 plus 100% of the dental premium.

Note 4: The total benefit is equal to \$1,516.00 plus 100% of the dental premium.

Note 5: The total benefit is equal to \$1,971.00 plus 100% of the dental premium.

Effective plan year 2025, the City contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Note 1: The Medical Benefit is equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to \$819.00 plus 100% of the dental premium.

Note 4: The total benefit is equal to \$1,637.00 plus 100% of the dental premium.

Note 5: The total benefit is equal to \$2,128.00 plus 100% of the dental premium.

8.2. Court-Ordered Health Coverage

An employee with court-ordered dependent health coverage must show proof of that order in the form of a qualified domestic relations' order ("QDRO") before dependent coverage can be extended and otherwise meet the standards and regulations of the CalPERS Health Plan.

8.3. Medical Opt-Out

An employee who is currently opting out as of December 31, 2022, and continuously elects to opt-out of City offered health insurance, is eligible for an opt-out payment of \$230.77 per paycheck. Effective January 1, 2024, the opt-out payment is \$184.62 per paycheck. Effective January 1, 2025, the opt-out payment is \$138.46 per paycheck. Effective January 1, 2026, the opt-out payment is \$92.31 per paycheck. Effective January 1, 2027, the opt-out payment is \$46.15 per paycheck. Effective January 1, 2028, the opt-out is eliminated. The opt-out payment is taxable income. An employee who is opting out may accept medical insurance but is no longer eligible to receive the opt-out payment in the future. The opt-out payment is taxable income. An employee who is receiving insurance through the City may not receive the opt-out payment.

8.4. Vision Insurance:

The City provides vision plan B through the California Vision Service Plan (VSP) for employees and their dependents. City retains the right to self-insure at the same benefit level.

8.5. Life Insurance:

The City provides life insurance equal to the amount of the employees annual gross base salary and dependent coverage in the amount of one thousand dollars (\$1,000) per spouse and child.

8.6. California State Disability:

Employees contribute to the California State Disability Insurance program (includes SDI and Paid Family Leave benefits).

Article 9 - Probationary Period

9.1. Length of Probation

The probationary period is six (6) months of actual and continuous service, except for the Maintenance Worker classification, that has a twelve (12) month probationary period. The probationary period will automatically be extended by the length of any authorized leave(s) of absence of one work week or more.

9.2. Separation Without Cause

At any time during the probationary period, the employment relationship may be terminated without cause and without right of appeal, grievance, or hearing. The probationary employee will be notified prior to the expiration of the probationary period if they are released from employment.

9.3. Probation after Promotion

On accepting a promotion, an employee serves a new probationary period of six (6) months of actual and continuous service. The probationary period will automatically be extended by the length of any authorized leave(s) of one work week or more. An employee does not acquire regular status in the promotional position until the successful completion of this probationary period. If the employee fails to satisfactorily complete the probationary period in the promotional positions, the employee will be entitled to return to the position held prior to promotion at the range and step previously held if not subject to termination for disciplinary reasons. The employee is not entitled to notice or hearing if rejected during probation; however, employees placed in a promotional position can request a mid-probationary period evaluation.

9.4. Maintenance Worker Classification

New employees in the classification of Maintenance Worker have three (3) opportunities paid by the City to obtain a Class A Commercial Driver's License with air brake and tanker endorsements within one hundred eighty (180) days of hire.

9.5. Positions Requiring Special Licensing

Employees required to have special licensing or certification (i.e., Distribution I) shall obtain such certification within two testing cycles.

Article 10 - Retirement

Employees hired after June 30, 1974, who are not classified as new members receive the 2% at 55 miscellaneous CalPERS formula (1084) with the three (3) year final average compensation period. These employees pay the required seven percent (7%) member contribution, on a pre-tax basis.

Employees hired after December 31, 2012, who are classified as new members receive the 2% at 62 miscellaneous CalPERS formula (26550) with the three (3) year final average compensation period. These employees pay half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

Miscellaneous retirement formulas have the following optional CalPERS retirement benefits:

- Military Service Credit
- Sick Leave Service Credit
- 2% Retirement COLA

Article 11 - Deferred Compensation

The City matches one dollar (\$1.00), for every two dollars (\$2.00) contributed by the employee into their deferred compensation account. The maximum City match is \$1,750 per year, effective, January 7, 2024, the City match is \$2,000 per year. The City's contribution is deposited into the employee's 457 plan.

Article 12 - Allowances

12.1. Boot Allowance

Public Works employees working in the field receive a reimbursement of four hundred dollars (\$400.00) upon hire and annually thereafter for the purchase and maintenance of work boots.

Article 13 - Leaves

13.1. Vacation Leave

Employees accrue vacation as follows:

Months of Employment	Vacation Hours Per Pay Period	Maximum Accrual
0 – 60 months	3.08 hours	160 hours
61 – 180 months	4.62 hours	240 hours
181+	6.15 hours	320 hours

Employees cease to accrue vacation once their maximum accrual limit has been reached until accrued vacation is reduced below their maximum accrual limit.

Part-time City employees, who become full-time employees without separation of service, are credited for part-time City service, for the purpose of computing months of employment for their vacation accrual rate. One hundred seventy-three (173) hours of part-time service equals one (1) month of employment.

13.2. Holidays

The City Recognizes the following holidays:

Holiday Date	Holiday Day Observed
July 4 th	Independence Day
First Monday in September	Labor Day
November 11 th	Veteran's Day
Last Thursday in November	Thanksgiving Day
Friday Following Thanksgiving	Day After Thanksgiving Day
December 24 th	Christmas Eve
December 25 th	Christmas Day
January 1 st	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day

When a holiday falls on a Sunday, the following Monday is observed as the holiday and when a holiday falls on a Saturday, the preceding Friday is observed as the holiday. Should December 24th fall on a Friday, December 23rd is observed as the holiday. Should December 25th fall on a Monday, December 26th is observed as the holiday.

13.3. Floating Holiday

Employees receive twenty-four (24) hours of floating holidays annually on the first full pay period in January. Floating holidays must be used or forfeited by December 31.

Floating holidays for new employees are prorated as follows:

Hire Date	Proration
January 1 – March 31	24 hours
April 1 – June 30	18 hours
July 1 – September 30	12 hours
October 1 – December 31	6 hours

13.4. Sick Leave

Employees accrue three and sixty-nine hundredths (3.69) hours of sick leave per pay period.

13.5. Bereavement Leave

Employees may take up to twenty-four (24) hours of bereavement leave for the death of an immediate family member. “Immediate family” is defined as the employee’s: spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, mother/father-in-law, brother/sister-in-law, or has met the criteria for a loco parentis relationship.

Article 14 - Grievance Procedure

Purpose – This grievance procedure is used to process and resolve grievances at the lowest possible level. This procedure does not apply to any dispute for which there is another established resolution procedure.

Grievance – A grievance is a good faith complaint of one (1) or more employees or a dispute between the City and the Association involving the interpretation or application of any provision of this Memorandum of Understanding.

Grievant is defined as the employee(s) or the Association who filed the grievance.

A written grievance must identify the provision alleged to have been misinterpreted or misapplied; describe the circumstances of the alleged misapplication or misinterpretation; and specify the remedy sought.

No matter is considered a grievance under this Article unless it is presented in writing within thirty (30) days after the occurrence or when the employee knew or should have known of the events on which the grievance was based.

Step 1 Supervisor – The grievant will discuss the grievance with the employee’s immediate supervisor before filing a written grievance.

Step 2 Department Head – If the grievance is not resolved at Step 1, the grievant may appeal by filing a written grievance with their Department Head within thirty (30) days after the occurrence of the events on which the grievance was based. The Department Head will provide a written response to the grievant within fourteen (14) days of receiving the written grievance.

Step 3 City Manager – If the grievance is not resolved at Step 2, the grievant may appeal in writing to the City Manager within fourteen (14) days after receiving a Step 2 response. The City Manager will review the matter, investigate and provide a written response to the grievant within fourteen (14) days of receiving the written appeal. The City manager may confer with the grievant, Department Head, and necessary staff in an attempt to resolve the grievance.

Step 4 Arbitration – If the grievance is not resolved at Step 3, the grievant may appeal to arbitration within fourteen (14) days after receiving a Step 3 response.

The arbitrator may be selected by mutual agreement, or the City will request a list of seven (7) arbitrators from the State Mediation and Conciliation Services. The parties will alternate striking from the list and the remaining person will be accepted as the Arbitrator. The moving party will strike first.

If there is a dispute as to the grievability of a matter, the Arbitrator will first rule on the grievability of the matter prior to hearing the grievance.

Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Arbitrator, after the grievance has proceeded through the appeal to the City Manager, as outlined below. The Arbitrator will rule on the dispute before proceeding with a hearing by the City Council.

The arbitrator will provide a written advisory decision to the parties within thirty (30) days. Within twenty-one (21) days of receipt of the advisory decision, the City Manager will review the arbitrator's recommendation and render a written decision on the merits of the grievance.

Costs – The fees and costs for the Arbitrator and court reporter will be borne equally between the parties.

Time Limits – The parties can agree to waive timelines and waive steps when deemed in the best interest of the parties. If the City fails to meet a specified timeline the grievant may advance to the next step. If the grievant fails to meet a timeline the grievance will be deemed withdrawn.

Article 15 - Concerted Activities

- A. The parties acknowledge that the services performed by employees 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 employee take part in any strike, sit-

down, stay-in, sick-out, or slow-down to affect an employer-employee relations position (work-stoppage), in any office or department of the City, nor curtail any work or restrict any production, or interfere with any operation of the City. Picketing is prohibited on matters involving wages, insurance coverage, and leaves from work during the term of this Agreement. In the event of a work stoppage by any employee, the City is not required to negotiate on the merits of any dispute that gave rise to the work stoppage until the work stoppage has ceased.

- B. The City agrees not to lock out employees.
- C. In the event of any work stoppage during the term of this Agreement, whether by the Association or any employee, the Association through its officers, must immediately declare in writing that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the conduct and resume work. Copies of written notice will be provided to the City. In the event of any work stoppage the Association properly and in good faith performs the obligations of the paragraph, and providing the Association had not otherwise authorized, permitted or encouraged the work stoppage, the Association is not liable for any damages caused by the violation of this provision. However, the City has the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the City has the right to seek full legal redress, including damages, against any such employee.

Article 16 - Term

This Agreement remains in full force and effect from January 8, 2023, through July 5, 2025.

Date: 1/13/2023

Date: 1/10/2023

DocuSigned by:
City of Yreka
Michael Jarvis

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Michael W. Jarvis
Chief Negotiator

DocuSigned by:
Liebert Cassidy Whitmore
John Elsnab

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John Elsnab
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City Manager

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Yreka Employees Association
Ron Copeland

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Ron Copeland
Labor Relations Representative

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UPEC
James Hoy

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James Hoy
President

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Jeff Green
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Jeff Green
Vice President

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Melissa Sandberg
Melissa Sandberg

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Appendix "A" Recognition

Fiscal and Administrative Technician

Senior Fiscal and Administrative Technician

Maintenance Worker

Senior Maintenance Worker

Mechanic

Senior Mechanic

Water Treatment Plant Operator II/III

Wastewater Treatment Plant Operator OIT/I/II/III