

# **MEMORANDUM OF UNDERSTANDING**

between

**YUBA COUNTY WATER AGENCY**

and

**I.B.E.W. LOCAL 1245**

Effective July 1, 2015 through June 30, 2018

December 2015

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**YUBA COUNTY WATER AGENCY  
EMPLOYMENT POLICY, CLASSIFICATIONS AND SALARIES**

**1. TERM OF CONTRACT**

The term of this agreement between YCWA and IBEW Local 1245 shall begin on July 1, 2015 and conclude on June 30, 2018.

**2. DEFINITIONS**

Unless otherwise required by the context, the following terms shall have these meanings.

- 2.1 **Agency** means the Yuba County Water Agency.
- 2.2 **Regular Employee** means any permanent regular employee, who has formally passed probation and occupies a position as identified in Exhibit B.
- 2.3 **Part Time Employee** means a regular employee who is regularly assigned to work less than a normal full time schedule.
- 2.4 **Extra Help Employee** – deleted as of December, 2015
- 2.5 **Class** means a position or group of positions having duties and responsibilities sufficiently similar that (i) the same title may be used, (ii) the same qualifications may be required, and (iii) the same schedule of compensation may be made to apply with equity.
- 2.6 **Compensation** means the salary, wage, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position.
- 2.7 **Monthly Salary** means the amount of individual cash compensation for a full month of service, as set forth for the various classes in Appendix A - Basic Salary Schedule.
- 2.8 **Hourly Rate** means the amount of individual cash compensation for a full hour's service, as set forth in Appendix A - Basic Salary Schedule.
- 2.9 **Board** means the Board of Directors of the Yuba County Water Agency.
- 2.10 **Immediate Family** shall be limited to: an employee's spouse, registered domestic partner, parent, grandparent, grandparent-in-law, parent-in-law, child, grandchild, son-in-law, daughter-in-law, stepchild, brothers, sisters, half-brothers and half-sisters, foster parents, step-parents, aunts, uncles or an individual who was a member of the employee's immediate household at the time.
- 2.11 **Rotating Shift Employee** means a regular employee working schedule to accommodate 24 hour operations.

**3. APPLICABILITY**

The provisions of this document shall apply alike to all regular and probationary positions listed in Appendix B regardless of the time of creation of the position or the appointment of the employee unless otherwise noted.

## **4. WAGES**

### **4.1 General Wage Increases**

- a) Effective July 1, 2015, the current wages will remain status quo.
- b) Effective the first day of the first full pay period following January 1, 2016, the basic wage rates established shall be increased by 3%.
- c) Effective the first day of the first full pay period after July 1, 2016, the basic wage rates established shall be increased by 2.25%.
- d) Effective the first day of the first full pay period after July 1, 2017, the basic wage rates established shall be increased by 3.25%

## **5. PAYMENT OF SALARY**

### **5.1 Pay Period**

Compensation shall be paid in bi-weekly installments and shall be paid no later than the last business day of the week following the bi-weekly period in which the compensation was earned for all regular employees.

### **5.2 Hourly Rate**

Compensation for all classes of employees shall be computed at the employee's hourly rate.

### **5.3 Extra Help Employees - deleted as of December, 2015**

### **5.4 Special Payments**

Except as otherwise provided, special payments including mileage, overtime premium, and other special payments, shall be computed in accordance with the pertinent provisions of this document, and shall be paid in the pay period in which such special payments were earned.

### **5.5 Classification**

When an employee is assigned to work in another IBEW represented classification of the Yuba County Water Agency Employee Policy document for periods of at least four (4) hours in a workday, employee shall be entitled to the compensation commensurate with that classification. Temporary assignments requiring supervisory responsibility for two or more people will be entitled to a differential of 10% of that employee's normal pay, but not more than the position of the temporary assignment. This Section shall not apply under the following conditions:

- a) Utility Workers working in all of the various assignments normally assigned by the Yuba County Water Agency, including driving, and equipment operation as described in the job description.
- b) Employees temporarily filling other positions for the purpose of receiving designated training.

## **5.6 Special Projects**

With the General Manager's written authorization, the Power Systems Manager may assign an employee to a Special Project. A Special Project is defined as one requiring additional responsibility, a Project Manager of an outside contractor, or the assignment of a project that is beyond the job description of the employee.

Special Projects shall be assigned to employees with respect to craft areas of responsibility when appropriate.

The employee shall be entitled to a differential of 10% of that employee's normal pay. Overtime that is worked while working on the Special Project is paid at a rate of not less than 1.5 hours for each hour of employment for which overtime compensation is required by law, based on the Special Project rate, which is the employee's normal rate plus the 10% differential.

An employee may be assigned to more than one Special Project simultaneously, but only one Special Project Upgrade will be paid for any hour worked.

## **6. PROBATION PERIOD**

Persons entering Agency service shall serve a probationary period of twelve months, such period to commence on the first day of employment. Any probationer may be discharged without cause by the Power Systems Manager or the General Manager during the probationary period. A person promoted to a new position shall serve a probation of twelve months commencing on first day in that position. If the promoted person does not complete the probation period, they will return to their original position.

## **7. OVERTIME**

### **7.1 Definition**

Overtime is defined as (a) time worked in excess of 40 hours in a workweek, (b) time worked in excess of eight hours on a workday, (c) time worked on a non-workday, (d) time worked on a holiday as provided for in Section 14, and (e) time worked outside of regular work hours on a workday. Agency shall not be required to pay overtime compensation more than once for any single period of time worked. Overtime shall be cumulated each day and shall be compensated to the one-quarter hour.

### **7.2 Rate and Double Time Conditions**

- a) In general, overtime compensation at the rate of one and one-half times the straight rate of pay shall be paid to employees for overtime as defined in Items (a), (b), (c), (d) and (e) of Section 7.1; except that
- b) the time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two times that employee's straight rate of pay and that the calculation of time worked in excess of 12 consecutive hours may span more than one



calendar day, include time worked on a call out basis, pre-arranged overtime, regularly scheduled hours, or any combination thereof, or

- c) if, following an employee's dismissal from work or on an employee's non-work day or holiday which the employee is scheduled to have off, the employee is called out for work, the employee shall be paid at two times the employee's straight rate of pay for all work performed outside of the employee's regular work hours or on a non-work day or holiday which the employee is scheduled to have off.
- d) payment of time worked in Section 7.2(b) and (c) may be inclusive of one another.
- e) the time worked in excess of eight hours on the employee's second of two scheduled days off counting from the first day of the basic work-week shall be paid at the rate of two times the employee's straight rate of pay provided such employee has performed work on the first scheduled day off.

Employees scheduled to have three consecutive days off shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the third scheduled day off, provided that such employee has also performed work on the second scheduled day off.

Employees scheduled to have four consecutive days off shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the fourth scheduled day off, provided that such employee has also performed work on the third scheduled day off.

- f) for purposes of this Section, an employee's "regular hours of work" shall be the same on a non-workday as those regularly scheduled for such employee on a workday.

### 7.3 Travel Time

- a) **Emergency** - Employees who are called from their homes for emergency work on their non-workdays, or on holidays which they are entitled to have off, or outside of their regular work hours on workdays shall be paid overtime compensation for the actual work time and travel time in connection therewith.
- b) **Call Out Before Work Hours** - If an employee, who is called out for emergency work outside of such employee's regular work hours on a workday, continues to work into or beyond the employee's regular work hours the employee shall be paid overtime compensation for actual travel time only from his/her home.
- c) **Minimum Pay** - The minimum time for which overtime compensation shall be paid under the provisions of Section 7.5 shall be two hours, except that if an employee, who has been notified to report for prearranged work outside of his/her regular work hours on workdays,

continues to work into or beyond regular work hours, the employee shall be paid overtime compensation only for actual work time up to regular work hours, and for travel time as provided by Section 7.5 hereof.

#### 7.4 Rest Periods

If an employee has worked for eight hours or more at the overtime rate during the 16 hour period immediately preceding the beginning of the employee's regular work hours on a workday, such employee shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work.

- a) There shall be included a part of the eight hours worked at the overtime rate in such 16 hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed except that any travel time and meal time to which employee is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight hour rest period.
- b) Hours worked prior to any eight hour rest period in which the employee does not work shall not be included in computing another period of overtime work.
- c) If the eight hour rest period in whole or in part overlaps the employee's regular work hours employee will receive pay at the straight rate for the extent of the overlap, except that the time taken during such overlap for any meal to which employee is entitled on dismissal shall be paid for at the overtime rate.
- d) If the employee is called back to work during employees' eight hour rest period a new rest period will commence at the conclusion of such work.
- e)
  - (1) If the rest period overlaps the employee's regular work hours but does not extend into the second half of the employee's workday, the employee shall be excused from reporting for work until the beginning of the second half of the employee's workday, and in such an event the employee shall be paid for the time between the expiration of the rest period and the end of the first half of such workday.
  - (2) If the rest period extends into the second half of the employee's workday the employee shall be excused from reporting for work until the following workday, and in such event the employee shall be paid for the time between the expiration of the rest period and the employee's regular quitting time on such day.
  - (3) In the application of the foregoing, an employee, due to operational needs, may be required to report to work at the end of the employee's rest period.
- f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having

had a rest period of eight consecutive hours, in which event the employee shall be paid at two times the straight rate of pay for all work performed until the employee has been relieved from duty for at least eight consecutive hours.

#### **7.5 Prearranged Overtime**

When, at the request of the supervisor in charge, an employee reports for prearranged work (a) on workdays outside of his/her regular work hours, the employee shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond the employee's regular work hours, such employee shall be paid overtime compensation only for travel time from the employee's home and for actual work time up to the employee's regular work hours unless the provisions of Section 7.4 are applicable; (b) on non-workdays or on holidays, the employee shall be paid overtime compensation for actual work time and for travel time in connection therewith. For the purpose of this Section prearranged work is deemed to be work for which advance notice has been given by the end of the employee's preceding work period or workday. However, Agency shall make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays.

#### **7.6 Meals**

The provisions of this Section shall be interpreted and applied in a practical manner which shall conform to the intention of the parties in negotiating with respect to meals; namely, that a comparable substitute shall be provided when employees are prevented from observing their usual and average meal practices or are prevented from eating a meal at approximately the usual time therefore.

#### **7.7 Meals - Emergency Outside Work Hours and Non-Workdays**

If Agency requires an employee to perform emergency work on the employee's non-workday or wholly outside of the employee's regular work hours on workdays, it shall, if possible, provide the employee with a meal at intervals of approximately four hours for as long as such work continues, but such employee shall not be required to work more than five consecutive hours without a meal if one can be provided. This Section shall be construed not to apply to cases wherein work extends beyond regular quitting time on a workday.

#### **7.8 Meals - Emergency Prior to Work Hours**

If Agency requires an employee to perform emergency work on workdays starting two hours or more before regular work hours and such employee continues to work into regular work hours, the employee shall provide for one meal on the job and Agency shall provide other meals as required by the duration of the work period, but if such emergency work starts less than two hours before regular work hours the usual meal arrangements shall prevail. If in

any of the foregoing cases Agency does not give an employee an opportunity to eat a breakfast and prepare a lunch before reporting for work, it shall provide such. The meals provided for in this Section shall be eaten at approximately the usual times therefore and the usual practice relating to lunch periods on workdays shall prevail.

**7.9 Meals - Work Beyond Quitting Time**

If Agency requires an employee to perform work for more than one hour beyond regular work hours, it shall provide the employee with a meal approximately one hour after regular quitting time and with meals at intervals thereafter of approximately four hours but not more than five hours for as long as the employee continues such work.

**7.10 Meals - Prearranged Work on Non-workdays**

When an employee is required to perform prearranged work on non-workdays during regular work hours the employee shall observe the lunch arrangement which prevails on his/her workdays. If such work continues after regular work hours Agency shall provide the employee with meals in accordance with the provisions of Section 7.9 hereof.

**7.11 Meals - Prearranged Work - Outside Work Hours**

If Agency requires an employee to perform prearranged work wholly outside of regular work hours on either workdays or non-workdays such employee shall be permitted to have time off for a meal approximately four hours but not more than five hours after the employee starts work, such meal to be furnished by the employee at the employee's own expense. The time necessarily taken for any such meal up to one-half hour shall be at Agency expense.

**7.12 Meals - Prearranged Work - Extended Hours**

If prearranged work as described in Section 7.11 hereof continues after the meal provided for in said Section, Agency shall provide subsequent meals at intervals thereafter of approximately four hours but not more than five hours for as long as such work continues.

**7.13 Meals - Prearranged Work Before Regular Hours**

If Agency requires an employee to perform prearranged work starting two hours or more before regular work hours on workdays or non-workdays and such employee continues to work into regular work hours, the employee shall provide for one meal on the job and Agency shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times therefore and the usual practice relating to lunch periods on workdays shall prevail.

**7.14 Meals - Reimbursement When Purchased**

Agency shall reimburse an employee for the cost of a meal under the provisions of this Section when such meals are purchased by the employee.

**7.15 Meals - Reimbursement and Time Taken**

- a) Agency shall pay the cost of any meal which it is required to provide under this Section, and shall consider as hours worked the time necessarily taken to consume such meal, except, however, that when a meal is taken at Agency expense following dismissal from work the time allowance therefore shall be one-half hour. If an employee who is entitled to a meal under the provisions of this Section prior to work, during or upon dismissal from work does not accept such meal the employee shall nevertheless be entitled to such time allowance of one-half hour for each meal missed and meal reimbursement as provided in (b) below. The foregoing shall not apply to an employee's regular lunch period.
- b) At the employee's option, Agency shall pay an allowance for any meal, which it is required to provide in accordance with the following schedule:
  - 1) Prior to reporting to work:
    - (i) Meal nearest regular starting time \$ 15.00
    - (ii) Meal nearest midpoint of regular hours \$ 15.00
    - (iii) Meal nearest regular quitting time \$ 20.00
  - 2) Meal following dismissal from work \$ 20.00
  - 3) Meal missed during a work period \$ 20.00
- c) "Regular hours, starting time, lunch period and quitting time" on a non-workday are the same as those of a workday.

**7.16 Time Intervals**

In determining time intervals for the purpose of providing meals there shall not be included any travel time from an employee's home nor any time allowed for meals.

**7.17 Employees Attending Agency Approved Training**

- a) **Daily Travel** - When arrangements are made for an employee to travel each day between the employee's living quarters and the training location, he/she shall be given an allowance for the time involved which is in excess of the time normally taken in traveling between his/her living quarters and regular headquarters and such compensation shall be paid at the employee's regular straight rate of pay. Transportation between living quarters and the training location shall be in accordance with the provisions of Section 7.17.
- b) **Travel and Expenses - Non-Commutable Location**
  - 1) If it is impracticable for an employee who attends training classes to return to the employee's regular headquarters or living quarters each day, Agency shall, for the duration of the training assignment, provide such employee board and lodging, or, at its option, provide such employee with lodging and

reimburse the employee for the reasonable cost for meals. With the advance approval of the supervisor, local transportation expense and other incidental expenses shall be paid by Agency.

- 2) An allowance for reasonable travel time incurred by an employee in traveling between the employee's regular headquarters or living quarters and the training location at the beginning and at the end of the employee's training assignment shall be authorized. Such allowance shall be computed at the straight rate of pay of the employee's classification at the employee's temporary headquarters and shall also include reimbursement for reasonable cost of meals incurred while traveling. Transportation shall be in accordance with the provisions of Section 7.17(c).
- c) **Transportation Options** - In arranging transportation under the provisions of Section 7.17(a) and 7.17(b), Agency, at its options, shall:
  - 1) provide individual or group transportation by Agency vehicle, or
  - 2) authorize in advance of the assignment the use of an employee's personal vehicle, or
  - 3) provide transportation by public carrier only, or in combination with other means specified in (1) above.

## 7.18 Remote Reporting

For the purposes of Remote Reporting, Colgate Powerhouse is the headquarters.

If an employee is directed by management to report to a remote location, the employee will be paid travel time at the employee's hourly rate of pay and as if time worked, for the additional time it takes to travel to the remote location beyond the employee's normal commute time to Colgate Powerhouse.

If an employee is directed by management to report to a remote location in a personal vehicle, Agency will provide mileage reimbursement at the current IRS rates for miles driven beyond normal commute distance and the employee will be paid travel time at the employee's hourly rate of pay and as if time worked, for the additional time it takes to travel to the remote location beyond the employee's normal commute time to Colgate Powerhouse.

## **8. HOURS OF WORK**

### **8.1 Regular Hours**

The regular work hours of all Agency employees shown in Appendix B shall be from 7:00 a.m. to 3:30 p.m., with one-half (2) hour lunch period; provided, however, that such regular hours for any regular employee may be revised with seventy-two (72) hours' notice. An employee may agree to a revision of such regular hours without prior notice.

### **8.2 Part-Time Employee**

The hours of work for part-time employees shall be established by the Power Systems Manager or the General Manager, but shall be less than 40 hours per week.

### **8.3 Extra Help Employee - deleted as of December, 2015**

### **8.4 Overtime-Change In Hours Of Work**

If the regular hours of work of any regular employee are revised without (i) the consent of the employee or (ii) seventy-two (72) hours' notice having been given, such employee shall be entitled to overtime compensation for any hours worked before 7:00 a.m., or after 3:30 p.m., during said seventy-two (72) hour period.

### **8.5 Guaranteed Response**

Upon request of the Agency or the Union, the parties shall reopen this Agreement solely for the purpose of meeting and conferring over creating a standby provision to address after-hours call back coverages for outages and emergency response.

## **9. SHIFT PREMIUM**

- a) If as part of employee's regularly assigned hours of work a regular employee works an eight (8) hour period between 3:30 p.m. and 11:30 p.m., employee shall be paid a premium equivalent to 4% of pay for all hours or fractions thereof worked between 3:30 p.m. and 11:30 p.m. and 8% of pay for all hours or fractions thereof worked between 11:30 p.m. and 7:00 a.m. The premium shall not be paid when the employee is receiving overtime compensation.
- b) In addition to any other compensation due an employee, Agency shall pay to all employees regularly scheduled to work on Sunday, and who in fact work on a Sunday, an hourly premium for such work of 8% of pay for all hours or fractions thereof worked."

## **10. MILEAGE**

An employee who is authorized by Agency to use his/her personal vehicle in connection with his/her duties shall be entitled the maximum non-taxable vehicle mileage allowance allowed by the I.R.S.

## **11. VACATION**

### **11.1 Rate**

Regular employees shall earn vacation leave on the basis of one and one-quarter (1-1/4) days for each full calendar month of service. Effective October 2008, after an employee has worked for the Agency ten (10) years employee shall accrue an additional 5 days' vacation per year on the basis of one and two-thirds (1-2/3) days for each full calendar month of service. Vacation leave shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay and when such pay is a mix of SDI or Workman's Comp and accrued leave pay. Vacation may be accumulated to a maximum equal to 2 times the individual's yearly earning rate. In addition, each employee shall be entitled to one additional day's vacation per year which shall be used in the year in which it was accrued. This additional day's vacation shall be accrued on the last day of February of each year.

### **11.2 Accrual**

A regular employee shall not begin to earn or accrue vacation leave until the first day of the month following the month in which such employee begins work; provided, however, that if a new employee begins work on the first working day of the month, such employee shall earn or accrue vacation leave beginning as of that date. Vacation credit shall accrue on the last day of the month for which vacation leave is earned.

### **11.3 Service Anniversary Vacation**

Each employee of the Agency shall be entitled to an extra week [five (5) working days] of vacation ("service anniversary vacation") every fifth year of employment following the first day of July 1974 which shall be used during that fiscal year (7/1 to 6/30). This policy shall be effective as of July 1, 1974. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in 9.1 above, to which the employee may be otherwise entitled in that calendar year. The service anniversary vacation, as herein provided, vests on July 1 of the calendar year in which employee qualifies for a service anniversary vacation and must be taken within the following twelve (12) months. An employee, whose employment is terminated for any reason prior to completion of five (5) consecutive years, shall be compensated at the rate of one day's pay per year for each full year of service after July 1, 1974. All vacation provided for in this paragraph shall be scheduled in accordance with Agency rules in a manner similar to that for other regularly scheduled vacation. (The provision of this Section shall not apply to part-time employees.)



#### **11.4 Agency Requirements**

Vacation time may be taken by each employee consistent with the requirements of the Agency.

#### **11.5 Cash Compensation**

Vacation leave shall be accumulated to the individual's maximum accrual. (See Section 11.1) The extra vacation provided in Section 11.3 shall not be exempt from this provision. Any employee who will have, by December 31 of any year, more than the maximum accrual vacation credited to him/her must take all vacation in excess of the maximum accrual before December 31 of that same calendar year. If an employee refuses to schedule employee's excess vacation in said calendar year, the Agency shall schedule such excess vacation. If the needs of the Agency are such that it is necessary to deny regularly scheduled requests for vacation to the extent that an employee shall have accrued more than the maximum accrual leave by December 31 of the calendar year, the employee shall be compensated for the vacation accrued in excess of the maximum accrual at the current rate of pay.

#### **11.6 Use of Vacation Leave**

The Power Systems Manager shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the Agency.

#### **11.7 Cash Compensation upon Termination**

An employee whose employment is terminated for any reason shall be paid a sum equal to employee's accrued vacation leave. Such sum shall be computed on the basis of the hour equivalent of such employee's monthly salary as of the date employment is terminated.

#### **11.8 Compensating Time-Off (CTO)**

An employee may receive, in lieu of overtime compensation, compensating time off (CTO) at a rate of not less than 1.5 hours for each hour of employment for which overtime compensation is required by law up to a maximum of 40 hours. CTO will accrue at the same rate at which the overtime was earned and the employee's accumulated CTO balance shall not exceed 40 hours at any time. The payroll clerk will be responsible for keeping a record of each employee's CTO activity.

### **12. SICK LEAVE**

#### **12.1 Rate**

Regular employees shall earn sick leave of one and one-quarter (1-1/4) days for each full calendar month of service. Sick leave shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay and when such pay is a mix of SDI or Workman's

Comp and accrued leave pay. There is no limit to the accumulation of accrued sick leave. The Power Systems Manager may require a doctor's certificate or other documentation to verify an employee's claim of sick leave.

## **12.2 Accrual**

A regular employee shall not begin to earn or accrue sick leave until the first day of the month following the month in which such employee begins work; provided, however, that if a new employee begins work on the first working day of the month, such employee shall earn or accrue sick leave beginning as of that date. Sick leave credit shall accrue on the last day of the month for which sick leave is being earned.

## **12.3 Sick Leave Defined**

Sick leave means the necessary absence from duty of an employee because of:

- a) The employee's illness or injury;
- b) The employee's exposure to contagious disease;
- c) The employee's dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
- d) The death of a member of the employee's immediate family; such absence may be from 1 to 4 days as necessary in addition to the 3 days Funeral Leave provision of Section 11.4;
- e) The illness of a member of the employee's immediate family who resides in the employee's household and who is incapacitated by said illness and requires the care and assistance of the employee. A regular employee may use up to seven and one-half (7.5) days per year of sick leave for this purpose (6 months earned sick leave as defined in Section 12.1 above). The Power Systems Manager shall approve sick leave for this purpose after having ascertained that the absence was for the reason authorized herein. The Power Systems Manager may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate.

## **12.4 Sick Leave Pay-off**

Upon termination of employment by death or upon retirement in accordance with the provisions of the Public Employee's Retirement Law, as amended; or separation, unless terminated for just cause, after ten (10) years of continuous employment with the Agency, an employee or their beneficiary may choose to receive payment for up to forty-five (45%) percent of employee's accumulated sick leave for up to 1,040 hours (468 hours maximum pay off) computed on the basis of the hourly equivalent of such employee's monthly salary as of the date of death, retirement or separation. An employee may accrue sick leave at the current rate above 1,040 hours, but hours in excess of 1,040 will not be eligible for the 45% pay-off.

### **12.5 Credit for Unused Sick Leave**

The unused accumulated sick leave for any employee at the time of their retirement in accordance with the provisions of the Public Employee's Retirement Law, as amended, may be converted to additional service credit at the rate of .004 year of service credit for each day of unused sick leave (i.e., 250 days of sick leave equals one additional year of service credit). If an eligible employee chooses the sick leave pay-off in Section 12.5, the remaining balance of the employee's accumulated sick leave shall be converted to service credit.

### **12.6 Sick Leave Advance**

In the event an employee provides his or her manager with a physician notice which specifies that the employee needs to take a medical leave of absence due to a personal injury or illness or an on the job injury or illness and the employee has exhausted all leave balances (sick leave, vacation leave, CTO, etc.). The General Manager may advance 80 hours of sick leave to the employee with the expectation the employee will pay back the advanced hours of sick leave upon their return to work.

## **13. SPECIAL LEAVES**

### **13.1 Eligibility**

"Leave of absence" without pay shall be granted to regular employees, under the conditions set forth in Appendix C for urgent or substantial personal reasons, provided that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. A "leave" will not be granted if the purpose for which it is requested may lead to the employee's resignation. For the purpose of this MOU the terms "leave of absence" and "leave" signify absence without pay for periods in excess of fifteen calendar days. In the computation of the length of a "leave of absence" there shall not be included any time the employee is absent with pay. Absences without pay for fifteen calendar days or less shall be authorized under the conditions set forth in Appendix C.

### **13.2 Extreme Emergency Leave**

A regular employee may be granted leave with pay by the Power Systems Manager for reasons of an extreme emergency nature. Such leave shall not exceed eight (8) hours in any one instance or a maximum of eight (8) hours in any one month.

### **13.3 Jury Duty**

Each regular employee shall be allowed such time off with pay as is required in connection with jury duty, provided, however, the amount of the jury fee will be deducted from the employees pay. An employee shall notify the Power Systems Manager immediately upon receiving notice of jury duty.

#### **13.4 Funeral Leave**

If at all possible, a regular employee will be granted the actual time off with pay necessary to attend the funeral of a member of the immediate family, but not to exceed 3 workdays. Additional time off for funeral leave is covered under sick leave in Section 12.3(d)

#### **13.5 Life Insurance Coverage During All Types of Leaves**

If the required premium is paid when due, absence due to the following will not be treated as a termination of an employee's Life insurance until the end of the period shown and under the conditions set forth in Appendix C:

- a) Leave of absence, agreed to in writing by the Agency: 2 months.
- b) Temporary layoff: 2 months.
- c) Injury or illness: indefinite period in which employment is deemed to continue.
- d) Labor dispute, indefinite period in which employment is deemed to continue.
- e) Family Medical Leave Act (FMLA): 12 weeks.

### **14. HOLIDAYS**

#### **14.1 Employees Covered**

All regular employees of the Agency shall be entitled to holidays with pay.

#### **14.2 List of Holidays**

The following are declared holidays:

- a) The 1st day of January (New Year's Day)
- b) The 3rd Monday in February (Washington's Birthday)
- c) The last Monday in May (Memorial Day)
- d) The 4th day of July (Independence Day)
- e) The 1st Monday in September (Labor Day)
- f) The 2nd Monday in October (Columbus Day)
- g) The 11th day of November (Veteran's Day)
- h) The 4th Thursday and Friday in November (Thanksgiving Day and the following day).
- i) The 24th day of December (Christmas Eve) to be a floating holiday to be taken when the employee chooses if Agency scheduling permits.
- j) The 25th day of December (Christmas Day)

- k) Any day designated as a holiday by proclamation of the Governor or the President of the United States, when affirmatively made a holiday by resolution by the Board.
- l) Floating holiday in recognition of employee's birthday will be allocated to each employee each January 1, (beginning January 1, 2016) to be taken during that same year.
- m) Personal Cultural Holiday earned each January 1<sup>st</sup> beginning with January 1<sup>st</sup>, 2004 to be taken during that same year.

### 14.3 **Alternate Days**

- a) Whenever a legal holiday falls on a Sunday, the following business day shall be considered a legal holiday.
- b) Whenever a legal holiday falls on a Saturday, the preceding business day shall be considered a legal holiday.
- c) Neither subsections (a) or (b) shall apply to an employee whose basic work week is other than Monday through Friday.
- d) If a holiday occurs on a non-work day of an employee whose basic work week is other than Monday through Friday, the work day nearest such non-work day is a legal holiday for the employee.

## 15. **RETIREMENT**

15.1 **Deferred Income Plan** covers all regular employees. Agency contribution to the Deferred Income Plan shall be at the same rate and based on the same amount of wages as the current Federal Social Security Administration.

### 15.2 **California Public Employees' Retirement System (CalPERS)**

The Agency provides benefits under CalPERS to the Agency's eligible employees under a contract between the Agency and CalPERS. In accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA), different rules under CalPERS apply to employees who are "new members" as defined by section 7522.04 of California Government Code (New Members) and to employees who are not New Members (Classic Members).

For Classic Members, the Agency will provide benefits under CalPERS as follows:

- Benefit formula: 2% at 55
- Compensation formula: One-year final compensation
- Member contributions: The member-contribution rate under CalPERS for the 2% at 55 formula is 7%. Of this amount, the Agency will pay 5% as an Employer Paid Member Contribution (EPMC). Employees will pay the remaining 2% via mandatory payroll deductions. The Agency will report the 5% EPMC to CalPERS as special compensation in accordance with section 20636(c)(4) of the California Government Code.

- Military Service Credit as Public Service (under section 21024 of the California Government Code)
- Third Level of 1959 Survivor Benefits (under section 21573 of the California Government Code)

For New Members, the Agency will provide benefits under CalPERS as follows:

- Benefit formula: 2% at 62
- Compensation formula: Three-year final compensation
- Member contributions: Employees will pay the full member contribution required by CalPERS in accordance with PEPR.
- Military Service Credit as Public Service (under section 21024 of the California Government Code)
- Third Level of 1959 Survivor Benefits (under section 21573 of the California Government Code)

## 16. HEALTH INSURANCE

### 16.1 Health Coverage

Hospitalization and Medical benefits are accorded all regular employees and their dependents. The Agency will pay full cost of medical for employee and dependents equivalent to an Agency sponsored low cost available plan to any qualified employee. If an employee chooses a more expensive plan, the additional premium will be a payroll deduction.

Effective March 1, 1996 employees are no longer required to enroll in a health benefit plan. If the employee elects to not enroll in the health benefit plan, upon providing proof of other coverage and completing the Waiver of Health Plan Coverage form as required by YCWA, the Agency will reimburse the employee \$150 per month. This savings is reported as taxable income. The reimbursement will be paid once a month.

If an employee has transferred dependent coverage to their spouse and the spouse then loses coverage unexpectedly (as defined in the Waiver of Health Plan Coverage form), the employee can apply to add themselves and their eligible dependents back onto the plan without waiting for an open enrollment period. Eligible dependents can be re-enrolled for reasons other than unexpected loss of coverage only during the open enrollment periods. Re-enrollment is subject to all plan provisions.

Effective January 1, 2016, the Agency's contribution for each annuitant, including the enrollment of his/her family members, in a CalPERS health plan, will equal the amount necessary to pay the cost of their enrollment in a CalPERS health plan, up to a maximum cost of \$1,500.00 per month not to exceed the cost of the Agency sponsored low cost plan for an active employee, 2-party, or family. Effective January 1, 2017 and January 1, 2018, the Agency's

contribution for each annuitant, including the enrollment of his/her family members, in a CalPERS health plan, will equal the amount necessary to pay the cost of their enrollment in a CalPERS health plan, up to a maximum cost of \$1,600.00 per month, not to exceed the cost of the Agency sponsored low cost for an active employee, 2-party, or family. If the annuitant chooses a plan that costs more than the Agency's contribution amount, the additional premium will be a CalPERS payroll deduction.

The Agency has implemented a requirement that all employees hired after December 31, 2007 must have a minimum of ten (10) years of service credit with the Agency before they are eligible for the aforementioned enhanced retiree medical benefit.

#### **16.2 Life Insurance**

The Agency shall provide \$50,000 in term life insurance to all employees to the extent they are eligible. Dependent life insurance coverage, if desired by the employee, will be provided at the employee's expense. Refer to Section 13.5 for coverage during various types of leave.

#### **16.3 Counseling Service**

Effective July 1, 1990, all regular employees shall be enrolled in the YCWA's Employee Assistance Program.

#### **16.4 Vision and Dental Coverage**

Vision and Dental benefits are accorded all regular employees and their dependents. The Agency will pay full cost of a vision plan and a dental plan for employee and dependents equivalent to the least expensive plan available through Yuba County. The Union reserves the right to meet and confer regarding any changes in these benefits.

#### **16.5 Health Premium Continuation While on Unpaid Leave**

The Agency will pay the full medical premium for active employees (under conditions set forth in Section 16.1 above) for up to 90 calendar days. To qualify, employees must have exhausted all available paid time off and have a verified personal medical need to be on unpaid leave status. If an employee has chosen a more expensive plan, the additional premium will be due from the employee.

### **17. WORKERS' COMPENSATION INSURANCE**

#### **17.1 General Policy**

Any employee who is injured in the performance of employee's assigned duties shall receive such medical examination, medical care, compensation and other benefits as are awarded under the Worker's Compensation Laws of the State of California. Refer to Appendix C for complete benefit details.

## **17.2 Report of Injury**

It shall be the mandatory duty of an employee to report to the Power Systems Manager any possible injury on the date of occurrence or as soon thereafter as employee's condition permits; failure to do so shall be considered cause for disciplinary action.

## **17.3 Medical Examination**

An employee who has suffered possible injury in the performance of employee's assigned duties shall immediately undergo such medical examination as the Power Systems Manager or the General Manager deems necessary. Employee shall not be considered absent from duty during the time required for such medical appointment, and a second medical appointment, if needed, and shall not be charged with sick leave during the initial visit(s) not to exceed 2 visits, until the doctor determines if the employee is eligible for workers compensation benefits. The employee shall not be entitled to overtime in the event that the medical examination is not completed by the end of the employee's normal shift.

## **17.4 Disability Leave Benefits**

A regular employee who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties, shall be entitled to the following disability leave benefits, in addition to those provided pursuant to the California Workmen's Compensation Insurance Act:

- a) During any period of disability for which payment is not provided under Workmen's Compensation Insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which employee has accrued. Such disability leave with pay shall first be charged against accrued sick leave and then be charged against the employee's other accrued leave with pay.
- b) During any period of disability for which payment is provided under Workmen's Compensation Insurance, to the extent an employee has accrued any leave with pay, such employee shall receive compensation equal to the difference between employee's basic salary and the weekly compensation benefits received by him from the State Compensation Insurance Fund. Such compensation shall be made on the basis of a pro rata charge to leave with pay based on the difference between the employee's salary and benefits received from State Compensation Insurance Fund. Such pro rata charges shall first be accrued sick leave and then to any other accrued leave with pay and all such charges shall be made to the nearest one-fourth (1/4) day.

## **17.5 Additional Leave**

Additional leave with pay may be granted by the Board to an employee disabled in the performance of assigned duties when, in the judgment of the Board, the granting of such additional disability leave is deemed appropriate.



## **17.6 Disability Termination**

All disability leave provisions of this section shall terminate on the date of the employee's recovery from disability, receipt of permanent disability under Workmen`s Compensation Insurance, retirement, termination from Agency employment or death.

## **18. PROHIBITION OF EMPLOYMENT OF MEMBERS OF THE SAME FAMILY**

Employees' relatives will not be eligible for employment with the Agency where such employee would be under the direct supervision of a relative. Relatives include an employee's parent, child, spouse or registered domestic partner, brother, sister, in-laws and step relationships.

If two employees marry or become related, and the problem of direct supervision exists, only one of the employees will be permitted to stay with the Agency unless reasonable accommodations can be made to eliminate the potential problems. The decision as to which relative will remain with the Agency must be made by the two employees within 60 calendar days. If no decision has been made during this time, both employees will be terminated.

## **19. DISCIPLINARY ACTION**

### **19.1 Authority**

Any regular employee listed in Appendix B may be suspended, demoted or dismissed for cause by the General Manager, or subject to approval by the General Manager, by the Power Systems Manager, by an order in writing stating specifically the cause for such action. A copy of the order shall be served immediately upon the employee who is the subject of the disciplinary action. If personal service upon the employee is impossible, a copy of the order shall be sent by registered mail to the employee at employee's last known address.

### **19.2 Right of Appeal**

The employee disciplined may within five days after service on him, or mailing to him of the order as hereinbefore provided, appeal to the Board of Directors from such order. Such employee appealing from said order shall, within ten days from the date of filing said order with the Secretary of the Board, present to the Secretary of the Board an answer in writing to the charges set forth in the order of disciplinary action. The Secretary of the Board of Directors shall present said order, appeal, and answer to the Board of Directors at the next regular meeting of the Board following the date of the presentation of the answer. The Board of Directors shall, within twenty days from the date of the presentation of the order, appeal and answer, commence the hearing of said appeal. The Secretary of the Board shall duly notify the interested parties of the time and place of the hearing at least five days prior thereto. A probationary employee shall have no right to appeal from any disciplinary action.

### **19.3 Hearing and Findings**

Upon such hearing both the appealing employee and the appointive authority whose action is reviewed shall have the right to be heard publicly and present evidence. At the hearing of such appeal, technical rules of evidence shall not apply. The Board of Directors shall, within five days after hearing, make a finding as to whether or not the employee was disciplined for reasonable cause and shall also make a determination as to the eligibility of the employee for future employment with the Yuba County Water Agency. A copy of the written findings of the Board of Directors shall be transmitted to the General Manager, the Power Systems Manager, and the employee. All of the records in the matter shall be remanded to the Secretary of the Board of Directors for filing. The Board of Directors may restore the employee's eligibility for employment in the appropriate classification of the Agency service or abrogate other disciplinary action if it deems such action advisable.

## **20. RESIGNATION**

### **20.1 Effective Date of Resignation**

A resignation submitted by an employee shall be effective as of the date stated therein or on such sooner date as the General Manager or the Power Systems Manager may agree upon.

### **20.2 Absent Without Authorized Leave**

An employee who is absent from employee's position for a period of five successive working days without authorized leave and without excuse acceptable to the General Manager or the Power Systems Manager shall be deemed to have voluntarily quit employee's job.

## **21. JOB CLASSIFICATION - BASIC SALARY SCHEDULE**

With respect to all regular employees, there shall be established a "Job Classification - Basic Salary Schedule" which shall set forth:

- a) A classification of every regular position
- b) A class title for each position
- c) A definition of the scope of the duties and responsibilities of each class.

### **21.1 Definitions of Duties and Responsibilities for Each Class Title**

All job descriptions and related definitions and responsibilities shall be posted on the Agency website. The Agency shall notify the Union when changes to the job descriptions take place. The Agency shall meet and consult or meet and confer, whichever is applicable, upon such changes to the job descriptions. The job descriptions describe the primary function and responsibilities of each listed position. However, the underlying purpose and reason for all positions is to effectively and efficiently carry out the goals and objectives of Yuba County Water Agency. As such, when skills and knowledge or supervision allow, all positions are expected to carry out, or assist with, any Agency activity as

needed. This Memorandum of Understanding provides for extra pay for substantially carrying out the duties of a higher paying class.

#### **21.2 Basic Salary Schedule**

The "Basic Salary Schedule" is contained in the Attached Appendix B and is hereby made a part of this document.

### **22. GRIEVANCE PROCEDURE**

#### **22.1 Definition**

The purpose of the grievance procedure is to afford Water Agency employees and their representatives a written and simple means of hearing their grievances by informal means at their place of work and review of the Power Systems Manager's decisions without the use of legalistic forms and procedures.

#### **22.2 Form**

The Agency General Manager shall develop a standard form to be used by employees and/or their representatives in filing a written grievance.

#### **22.3 First Step**

Each employee believing he/she has a grievance shall, before filing same in writing, discuss employee's problem or complaint with employee's immediate supervisor in an attempt to resolve the matter as simply and as informally as possible. If such discussion fails to resolve the matter, the employee or his/her representative shall present employee's grievance in writing to the Power Systems Manager within five (5) calendar days of the occurrence of the grievance. The Power Systems Manager shall enter his/her decision and comments in writing and return the form to the employee within ten (10) calendar days after receiving the grievance. Failure of the employee or his/her representative to take further action within ten (10) calendar days after receipt of the written decision will constitute a dropping of the grievance.

#### **22.4 Second Step**

If the employee does not agree with the Power Systems Manager's decision, or if no answer has been received within ten (10) calendar days, the employee or his/her representative may present the grievance in writing to the Agency's General Manager. The General Manager shall render a decision in writing to the employee with a copy to the Power Systems Manager within ten (10) calendar days after receiving the grievance. If the employee does not agree with the decision of the General Manager, employee may appeal to the Board of Directors in writing. However, failure of the employee or his/her representative to take further action within ten (10) calendar days after receipt of the General Manager's decision will constitute a dropping of the grievance.

## **22.5 Appeal to Board of Directors**

The Board of Directors will hear an appeal from a decision by the General Manager on a grievance matter. Said hearing shall be held within 45 days following receipt of the appeal at the Yuba County Water Agency Marysville office. The Board of Directors will render a written decision within 30 days after the completion of said hearing.

## **22.6 Extended Filing Dates**

The time specified in these rules may be extended to a definite date by mutual agreement by stating the fact thereof on the grievance previously submitted and initialed by the parties making the agreement.

## **22.7 Employee Representative**

The employee may request the assistance of another person of employee's own choosing in preparing and presenting employee's grievance. The employee, and his/her representative, if a fellow employee, shall be permitted a reasonable amount of work time in preparing and presenting the grievance.

# **23. LAY-OFFS AND REINSTATEMENT**

## **23.1 Lay-offs**

The General Manager, or the Power Systems Manager with the General Manager's approval, may lay-off employees pursuant to this Article (i) whenever it becomes necessary because of lack of work or funds, or (ii) whenever it is deemed advisable in the interests of economy to reduce the force in a department or office.

## **23.2 Order of Lay-offs**

Persons shall be laid off in the following order:

- a) All provisional employees within the same classification shall be laid off before any regular employee is laid off.
- b) When it becomes necessary to reduce the force in any classification by lay-off of regular employees, seniority and ability to perform the work shall be the determining factors. The determination of ability shall be the exclusive responsibility of the Agency, provided that in making such determination consideration shall be given to skill, efficiency, knowledge, physical fitness, training, and attitude toward fellow employees. In cases where ability is relatively equal, seniority shall govern.

## **23.3 Seniority Defined**

For each regular employee, seniority shall be measured from such employee's initial appointment to Agency service, but shall not include any period during which such employee was (i) on leave without pay, or (ii) not actually in Agency employment because of employee's voluntary termination, lay-off, or other cause; provided, that, for any employee who is re-employed after being

discharged, seniority shall be measured from the date of employee's most recent appointment.

#### **23.4 Notice of Lay-Off**

Regular employees shall be notified of lay-off thirty (30) days prior to the effective date of lay-off. All other employees may be laid off on 48 hours' notice.

An employee who is to be laid off may elect to accept such lay-off prior to the effective date thereof.

#### **23.5 Rehire List**

Regular permanent full-time employees who are laid off in accordance with Section 23 shall be placed on a re-hire list and offered re-employment and reinstatement to their prior position if that position is reestablished within 24 months of layoff.

### **24. RECRUITMENT AND PROMOTION/SENIORITY**

Subject to applicable federal law and regulation regarding equal opportunity, vacancies in positions shall be filled, insofar as possible and consistent with the best interests of the Agency, from among Agency employees. Seniority, as defined in Section 23.3 shall govern when all other considerations are substantially equal.

### **25. UTILITY WORKER (without D2-T2 license) TO PLANT MECHANIC UPGRADE**

Upgrade is permitted, on a temporary basis, from Utility Worker to Plant Mechanic when the Utility Worker has been deemed qualified by written and practical evaluation and when, and if, there is a need for an additional Plant Mechanic position. The term of an appointment under this provision is not to exceed 1040 hours in a calendar year. The Power Systems Manager will be responsible to test each Utility Worker to determine if their skills meet the requirements of the Plant Mechanic position.

### **26. UTILITY WORKER (with D2-T2 license) TO PLANT MECHANIC UPGRADE**

Upgrade is permitted, on a temporary basis, from Utility Worker to Plant Mechanic when the Utility Worker has been deemed qualified by written and practical evaluation and when, and if, there is a need for an additional Plant Mechanic position. The term of an appointment under this provision is not to exceed 1040 hours in a calendar year. The Power System Manager will be responsible to test each Utility Worker to determine if their skills meet the requirements of the Plant Mechanic position.

### **27. OTHER BENEFITS FOR REGULAR EMPLOYEES**

#### **27.1 Educational Assistance**

After successful completion of an Agency pre-approved course, employee will be reimbursed for the cost of tuition and books for classes taken outside of normal working hours. Approval will be made by the General Manager and will only be given on job related courses. Reimbursement will be limited to \$1,200 a year per employee.

## **27.2 Safety Boots, Work Clothing and Prescription Safety Glasses**

Once per calendar year, the employee will be reimbursed up to \$250 for the purchase of safety boots (ANSI Z41.1 and 75 lb. impact standard) and work clothing. In addition, if prescription safety glasses are required for an employee's specific duties, the employee will be reimbursed up to \$200 every other year for the purchase of these prescription safety glasses only, not related exams. In all cases, the employee will submit the original receipt to the accounting department with a request for payment. The Power Systems Manager shall determine items that qualify for reimbursement and will authorize each request before payment.

## **27.3 Fire Resistant Clothing**

Once per calendar year, the employees will be reimbursed up to \$450 for purchase of fire resistant (FR) clothing, as specified under YCWA's FR Clothing Policy, with the first eligibility being January 1, 2013, following initial supply of FR clothing provided directly to the employees. The initial supply is five FR shirts, five FR pants, one FR light jacket or sweatshirt and one FR heavy jacket.

New employees will receive the same initial supply upon employment and be eligible for the annual FR allowance starting one year after their employment date, and payable on a calendar year basis thereafter.

## **28. MANAGEMENT AND UNION RIGHTS**

### **Management Rights**

It is understood and agreed that the Agency retains all its power and authority to direct, manage, and control Agency operations to the full extent of the law. This includes, but is not limited to the exclusive right of the Agency to determine the mission and functions of its departments, commissions, boards, and committees; set standards of service and method of providing them; determine the procedures and standards of selection of employment and promotion; hire, assign, direct, supervise, schedule, terminate, and discipline its employees; relieve its employees from duty because of lack of work or funds or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the allocation of job classifications and the content of job classification descriptions, require overtime; determine the time and hours of operation; establish budgetary procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work for purposes other than to reduce labor costs; take all necessary actions to carry out its purposes and functions in emergencies; exercise complete control and discretion over its organization and the technology of performing its work; and take whatever actions may be necessary to carry out the obligations of the public not otherwise specified above.

## Union Rights

### A. Union Activities

The designated Union steward shall be permitted to engage in contract disputes during the life of the agreement, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this Agreement. Except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed steward shall fall within one of the following categories:

1. Discuss with an employee a grievance or complaint;
2. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry will not include the right while on Agency time to question visitors or non-employees of the Agency;
3. Assist employees in preparation for, or represent employees in the appeal and review steps of the grievance procedure or in arbitration;
4. Attend meetings with supervisors or other management officials with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon;
5. Prepare for meetings mutually agreed by the Agency and the Union to be scheduled for conferral or other purposes.

Subject to the initial provisions of this Agreement with respect to paid time for such activities, the Agency agrees that the duly designated Union representative will be allowed to meet with Management representatives during normal working hours without loss of pay. The foregoing release from normal working duties is subject, however, to the requirement that when any such designated Union representative is representing an employee, he/she will request the permission of his/her immediate supervisor in advance of any meeting, advising the supervisor of his/her destination and when he/she expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to his/her duty station, the Union representative will notify his/her supervisor. Upon arriving at the work place of the employees to be represented, the Union representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the Union representative is not permitted to contact the employee at the immediate time of arrival at the work place, the supervisor in charge will provide the Union representative the reason why he or she cannot do so and the time when the employee will be available.

All Union activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

**B. Union Representatives**

The Agency agrees to recognize and deal with an appropriate number of local Union officers, including Union stewards, so that each employee in the bargaining unit will have reasonable access to a Union representative. No Union officer other than the Business Manager of the local Union or his/her representative, nor any steward, regardless of when selected, shall function as such for purposes of carrying on the Union activities, until the Director of Human Resources has been notified in writing by the Business Manager of the local Union or his/her representative, or by an international Union or council officer of his or her selection as an official or steward. Notice of changes in the selection of Union officials and stewards, and their alternates, will be given whenever such changes occur.

The Union endorses the concept of employees utilizing the steward in the employee's assigned work area; provided, that it is recognized that there may be necessary occasions when a different steward or Union officer or his/her designee from among the list of authorized representatives provided to the Agency, shall take over representation of the aggrieved employee. In such cases, the Union will promptly notify the department head and the Human Resources Department of the change.

**Bulletin Boards**

Space shall be provided on Agency bulletin boards at their present locations for the Union posting of only the following types of notices and bulletins:

1. Notices of Union recreational, social affairs, and related Union business news;
2. Notices of Union elections and such pertinent campaign material as is appropriate under Union policy;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Union constitution, by-laws, and proposed amendments thereto;
6. Any other written notices as may be submitted by the authorized Union representative and approved and initialed by the Director of Human Resources.

All materials posted on bulletin boards shall indicate the date the material was posted the name of the organization responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the Union. It must be clearly understood that such material is not official material or



endorsed by the employer, and the material must not contain anything that would identify it as such.

Copies of all information posted on any bulletin board shall be submitted to the Human Resources Department per Item 6 above at the time of their posting. The Union shall not knowingly post any false or misleading statement. In the event such material is posted, the Agency representative will so inform the Union representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.

Section or for reasons such as alterations in the physical facilities, etc., and will inform the Union whenever or relocate any of its bulletin boards in the event of violations of this Section or for reasons such as alterations in the physical facilities, etc., and will inform the Union whenever the Agency removes such bulletin boards.

C. Agency Fee:

- a) Employees are required as a condition of continued employment either to join I.B.E.W. Local 1245, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.
- b) Deductions shall be made from the first payroll period of each month and a check for the total deductions shall be submitted to I.B.E.W. within five (5) working days of the date the dues are withheld from the employee's check. Agency will provide the Union with a master list of all employees covered by this Agreement.

The list will include the following information: Name, Address, Social Security Number, Classification, Agency Seniority, Birth Date, Wage Rate and Amount of Union Dues withheld. Subsequent to receipt of the master list, Agency will notify Union each month at the time of the dues transmittal to Union of any changes in the master list and the reasons therefore.

- c) Religious Beliefs: Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or paying a public employee organization is not required to join the union as a condition of employment. Furthermore,

such employee shall be required, in lieu of periodic dues, initiation fees, or in lieu of a service fee, to pay sums equal to such service fees to one of the following nonreligious, non-labor-organization charitable fund that is exempt from taxation under I.R.C. §501(c)(3): United Way; American Cancer Society; American Heart Association; or, a charity, as defined above, of the employee's choosing. Such payment shall be made on or before October 15 of each year.

- d) The provisions of this agency shop arrangement will not apply to an employee that is separated from the unit because of transfer, promotion, demotion, lay-off, or leave of absence for more than 30 days. Upon the employee's return to the unit, the provisions of this section will apply to the employee.
- e) This agency shop arrangement may be rescinded by a majority secret vote of all of the employees in the unit after a petition for the vote is signed by at least 30% of the unit employees. The vote can be taken at any time during the term of the MOU, but only one vote can be taken during that term.
- f) I.B.E.W. Local 1245 must indemnify and hold the Agency harmless against any liability arising from any claims, demands or actions relating to the Agency's compliance with this agency shop arrangement.

YUBA COUNTY WATER AGENCY

I.B.E.W. Local 1245

General Manager

Business Representative

By: Curt Aikens 5-11-16  
Curt Aikens Date

By: Shirley D. Givens 6/2/2016  
NAME Date

Attest:

Attest:

\_\_\_\_\_  
Secretary

I.B.E.W. Local 1245

I.B.E.W. Local 1245

Business Manager

Shop Steward

By: [Signature]  
NAME Date

By: Paul Zant 6/2/2016  
NAME Date

Attest:

Attest:

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**9/6/2016**  
  
Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.

## **APPENDIX A**

(Job descriptions removed from IBEW MOU Appendix A effective January 1, 2013)

### **Definitions of Duties and Responsibilities for Each Classification Title**

All job descriptions related definitions and responsibilities shall be posted on the Agency website. The Agency shall notify the Union when changes to the job descriptions take place. The Agency shall meet and consult or meet and confer, whichever is applicable upon such changes to the job descriptions. The job classifications describe the primary functions and responsibilities of each listed position. However, the underlying purpose and reason for all positions is to effectively and efficiently carry out the goals and objectives of Yuba County Water Agency. As such, when skills and knowledge or supervision allow, all positions are expected to carry out, or assist with, any Agency activity as needed. This Memorandum of Understanding provides for extra pay for substantially carrying out the duties of a higher paying class.

## APPENDIX B

### Basic Salary Schedule

As of 1/3/2016

### Yuba County Water Agency

GWI = 3.0%

Class Title	No. Auth.	Hourly	Salary Bi-weekly	Yearly
Working Foreman	1	55.99	4,479.20	116,459.20
Supervising Communication Technician	1	55.99	4,479.20	116,459.20
Supervising Electrical Technician	1	55.99	4,479.20	116,459.20
Senior Operator	1	55.99	4,479.20	116,459.20
Electrical Technician	1	53.32	4,265.60	110,905.60
Operator	9****	53.12	4,249.60	110,489.60
Operator Trainee (Flexibly Staffed to Operator)		41.20	3,296.00	85,696.00
Plant Mechanic	4	48.36	3,868.80	100,588.80
Utility Worker - Start	*	38.46	3,076.80	79,996.80
Utility Worker - End of six (6) months	2***	39.66	3,172.80	82,492.80
Hydro Maintenance Worker	2	43.73	3,498.40	90,958.40
Hydro Maintenance Worker (with D2-T2 Lic.)	*	45.92	3,673.60	95,513.60
Senior Accountant/Special Project Analyst	1	47.71	3,816.80	99,236.80
Communications Technician	2	51.22	4,097.60	106,537.60
Electrician	2	48.36	3,868.80	100,588.80
Safety & Records Coordinator	1	46.19	3,695.20	96,075.20
Peripheral Facilities Caretaker	1	45.92	3,673.60	95,513.60

\*not an additional position, rate policy only.

\*\*\*There are 2 FTEs allocated for Utility Workers positions. In addition, there are (2) FTEs allocated flexibly between Hydro Maintenance Worker and Utility Worker.

\*\*\*\*Operator Trainee and Operator positions are flexibly staffed and may range from 7-9 total FTEs. Trainees must satisfactorily complete all requirements for any training level to be eligible to move to the next higher training level. Trainees must complete requirements for all required modules within the time frame specified in the Operator Trainee Program to be eligible to apply for promotion into Operator position. Failure of the Trainee to pass any segment of the training program will result in termination from employment. Consistent with the MOU, Operator Trainees promoted to the Operator position are required to serve a 12-month promotional probationary period.

Basic Salary Schedule  
As of 7/3/2016  
Yuba County Water Agency  
GWI = 2.25%

Class Title	No. Auth.	Hourly	Salary Bi-weekly	Yearly
Working Foreman	1	57.25	4,580.00	119,080.00
Supervising Communication Technician	1	57.25	4,580.00	119,080.00
Supervising Electrical Technician	1	57.25	4,580.00	119,080.00
Senior Operator	1	57.25	4,580.00	119,080.00
Electrical Technician	1	54.52	4,361.60	113,401.60
Operator	9 ****	54.32	4,345.60	112,985.60
Operator Trainee (Flexibly Staffed to Operator)		42.13	3,370.40	87,630.40
Plant Mechanic	4	49.45	3,956.00	102,856.00
Utility Worker - Start	*	39.33	3,146.40	81,806.40
Utility Worker - End of six (6) months	2***	40.55	3,244.00	84,344.00
Hydro Maintenance Worker	2	44.71	3,576.80	92,996.80
Hydro Maintenance Worker (with D2-T2 Lic.)	*	46.95	3,756.00	97,656.00
Senior Accountant/Special Project Analyst	1	48.78	3,902.40	101,462.40
Communications Technician	2	52.37	4,189.60	108,929.60
Electrician	2	49.45	3,956.00	102,856.00
Safety & Records Coordinator	1	47.23	3,778.40	98,238.40
Peripheral Facilities Caretaker	1	46.95	3,756.00	97,656.00

\*not an additional position, rate policy only.

\*\*\*There are 2 FTEs allocated for Utility Workers positions. In addition, there are (2) FTEs allocated flexibly between Hydro Maintenance Worker and Utility Worker.

\*\*\*\*Operator Trainee and Operator positions are flexibly staffed and may range from 7-9 total FTEs. Trainees must satisfactorily complete all requirements for any training level to be eligible to move to the next higher training level. Trainees must complete requirements for all required modules within the time frame specified in the Operator Trainee Program to be eligible to apply for promotion into Operator position. Failure of the Trainee to pass any segment of the training program will result in termination from employment. Consistent with the MOU, Operator Trainees promoted to the Operator position are required to serve a 12-month promotional probationary period.

Basic Salary Schedule  
As of 7/2/2017  
Yuba County Water Agency  
GWI = 3.25%

Class Title	No. Auth.	Hourly	Salary Bi-weekly	Yearly
Working Foreman	1	59.11	4,728.80	122,948.80
Supervising Communication Technician	1	59.11	4,728.80	122,948.80
Supervising Electrical Technician	1	59.11	4,728.80	122,948.80
Senior Operator	1	59.11	4,728.80	122,948.80
Electrical Technician	1	56.29	4,503.20	117,083.20
Operator	9****	56.09	4,487.20	116,667.20
Operator Trainee (Flexibly Staffed to Operator)		43.50	3,480.00	90,480.00
Plant Mechanic	4	51.06	4,084.80	106,204.80
Utility Worker - Start	*	40.61	3,248.80	84,468.80
Utility Worker - End of six (6) months	2***	41.87	3,349.60	87,089.60
Hydro Maintenance Worker	2	46.16	3,692.80	96,012.80
Hydro Maintenance Worker (with D2-T2 Lic.)	*	48.48	3,878.40	100,838.40
Senior Accountant/Special Project Analyst	1	50.37	4,029.60	104,769.60
Communications Technician	2	54.07	4,325.60	112,465.60
Electrician	2	51.06	4,084.80	106,204.80
Safety & Records Coordinator	1	48.77	3,901.60	101,441.60
Peripheral Facilities Caretaker	1	48.48	3,878.40	100,838.40

\*not an additional position, rate policy only.

\*\*\*There are 2 FTEs allocated for Utility Workers positions. In addition, there are (2) FTEs allocated flexibly between Hydro Maintenance Worker and Utility Worker.

\*\*\*\*Operator Trainee and Operator positions are flexibly staffed and may range from 7-9 total FTEs. Trainees must satisfactorily complete all requirements for any training level to be eligible to move to the next higher training level. Trainees must complete requirements for all required modules within the time frame specified in the Operator Trainee Program to be eligible to apply for promotion into Operator position. Failure of the Trainee to pass any segment of the training program will result in termination from employment. Consistent with the MOU, Operator Trainees promoted to the Operator position are required to serve a 12-month promotional probationary period.

## APPENDIX C

### Part 1

#### LEAVE OF ABSENCE WITHOUT PAY POLICY

Section 1.01. Departmental Leave. The Power Systems Manager or General Manager may authorize a departmental leave without pay for a regular employee for a period of time not to exceed fifteen (15) calendar days. An employee shall be authorized a departmental leave only after all accumulated vacation leave, floating holidays and compensatory time off have been utilized by such employee. If such a departmental leave is requested because of illness or injury of an employee, such employee shall also utilize all accrued sick leave before taking such leave of absence. Except that an employee on workers' compensation or SDI may make an irrevocable choice before they exhaust their sick leave not to use their vacation to supplement their disability benefits. However, should they do so they may not use their vacation until they have returned to work full time for one month.

Section 1.02. Official Leave. An official leave of absence may be authorized for any regular employee for a period of time not to exceed one (1) year. An official leave of absence may be authorized only after all accumulated vacation leave, floating holidays and compensatory time off have been utilized by the employee. If such official leave of absence is requested because of illness or injury of an employee, the employee shall also utilize all accrued sick leave before taking such leave of absence. Except that an employee on workers' compensation or SDI may make an irrevocable choice not to use their vacation to supplement their disability benefits. However, should they do so they may not use their vacation until they have returned to work full time for one month.

A request for an official leave of absence shall be made upon forms prescribed by the Payroll Department and shall state specifically the reasons for the request; the date when it is desired to begin the leave of absence; and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by the Power Systems Manager. In the event that an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, his/her spouse or immediate next of kin may request such leave. The Power Systems Manager shall indicate on the request form his recommendation as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the General Manager. If the General Manager concurs with the request, he shall deliver a copy to the Payroll Department. If the General Manager does not concur with the request, the request for an official leave of absence will be forwarded for review to the Board of Directors. The Board shall determine whether the request shall be approved or denied. If the General Manager concurs with the Power Systems Manager that the request be denied, it is denied. However, the employee may appeal the denial to the Board of Directors within ten (10) calendar days of the notice of the decision.

An official leave of absence may be extended for an additional year provided that the request for the extension is processed in the same manner as the original request and is made at least ten (10) days prior to the end of the originally authorized leave.

The General Manager and the Payroll Department shall be promptly notified of the return of an employee from an official leave of absence.

When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof. Any person filling such position shall be an extra help or limited term employee.

Failure of an employee to return upon termination of an authorized leave of absence shall be considered as an automatic resignation. Such resignation may be rescinded by the Power Systems Manager if the employee presents satisfactory reasons for the absence within three days of the date the resignation became effective.

Section 1.03. Any employee who is granted a leave of absence without pay under this Policy shall not accrue any annual vacation or sick leave benefits during the period of such leave, but shall be entitled to maintain any hospitalization or life insurance program in effect; provided that the cost of all such insurance shall be borne solely by the employee except as provided in Section 2.08(c).

Section 1.04. Educational Leave. Any employee with the approval of the Board of Directors may be granted educational leave of absence without pay for education or training.

Any employee who is granted educational leave without pay shall not accrue any annual vacation or sick leave benefits during the period of such leave, but shall be entitled to the benefits of any hospitalization or life insurance program in effect; provided that the cost of such insurance shall be borne solely by the employee.

Section 1.05. Family and Medical Leave Policy. (FMLA)

A. In accordance with State and Federal law, Yuba County Water Agency will grant job protected paid or unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or

In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or

The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

B. For purposes of this Section the following definitions apply:



1. "12-Month Period" -- means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. "Spouse" -- does not include unmarried domestic partners. If both spouses work for Yuba County Water Agency, their total leave in any 12-month period may be limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.
3. "Child" -- means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.
4. "Serious Health Condition" -- means an illness, injury, impairment, or a physical or mental condition that involves: Inpatient care; or, Any period of incapacity requiring absence from work for more than three calendar days and that involves continuing treatment by a health care provider; or, Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or, Prenatal care by a health care provider.
5. "Continuing Treatment" -- means: Two or more visits to a health care provider; or, two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or, a single visit to a health care provider that results in a regimen of continuing treatment; or, In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.
6. Coverage and Eligibility. To be eligible for family/medical leave an employee must:
  - a. Have worked for Yuba County Water Agency for at least 12 months; and
  - b. Have worked at least 1250 hours over the previous 12-month period.
7. Intermittent or Reduced Leave

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary".

"Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodate recurring periods of leave when the leave is planned based on scheduled medical treatment.

An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the Power Systems Manager's consent.

For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro-rated basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

C. Notice Requirement

1. An employee is required to give 30 days' notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the Power Systems Manager, who shall forward to the General Manager for final approval. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.

If the employee fails to give 30 days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until 30 days after the employee provides notice.

D. Medical Certifications

For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "Physician or Practitioner Certification" form and return the certification to the Payroll Department. Medical certification must be provided by the employee within 15 days after requested, or as soon as is reasonably possible.

Yuba County Water Agency may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.

E. Effect on Benefits

An employee granted a leave under this policy will continue to be covered under the Yuba County Water Agency group health insurance plans, and life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period except as stipulated in MOU Sections 14.1 and 14.5.

If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), Yuba County Water Agency will seek reimbursement from the employee for the portion of the premiums paid by Yuba

County Water Agency on behalf of that employee (also known as the employer contribution) during the period of leave.

An employee is not entitled to sick leave or vacation leave benefits accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

F. Job Protection

If the employee returns to work within 12 weeks following a family/medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.

The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

If the employee fails to return within 12 weeks following a family/medical leave, the employee will be reinstated to his/her same or similar position, only if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

## **Part 2**

### PROVISIONS GOVERNING JOB RELATED INJURIES AND PAID & UNPAID LEAVES FOR DISABILITY AND EXTENDED ILLNESS

Section 2.01 General Policy. The following provisions governing leaves for disability due to injury and extended illness, whether job related or not, are intended to assist employees who are incapable of working due to physical incapacity and to ensure that the interests of the Agency are protected.

Section 2.02 Administration. Except as otherwise provided, this Section and any provisions in this chapter, shall be administered by the Power Systems Manager. In the interest of efficient administration and compliance with state workers' compensation laws, the Payroll Department shall promulgate, distribute and update forms, regulations and procedures for the reporting and treatment of job related injuries and illnesses.

Section 2.03 Report of Job Related Injury or Illness. Every employee shall report to his/her supervisor or the Power Systems Manager any possible job related injury or illness within twenty-four (24) hours or no later than the first general Agency business day following the occurrence.

Section 2.04 Notification by Appointing Authority. When an employee reports a job related injury or illness, the Power Systems Manager shall notify the General Manager by promptly completing the appropriate industrial injury report forms and delivering them within twenty-four (24) hours of knowledge of its occurrence, in accordance with the reporting procedures

promulgated by the Payroll Department. Thereafter, the Power Systems Manager shall provide such other information as may be requested by the Payroll Department in connection with said injury.

Section 2.05 Medical Waiver Any employee with an injury or illness, whether job related or not, which requires leave from employment and continues uninterrupted for more than fifteen (15) calendar days may be required to sign a waiver form instructing all treating and consulting physicians to supply the Power Systems Manager required medical statements as to the employee's medical condition related to his/her job duties and prognosis for return to limited and/or full duties. Failure to comply shall cause forfeiture of Agency leave benefits for the particular injury or illness.

Section 2.06 Medical Examination/Reports Any employee with an injury or illness, whether job related or not, which requires leave from employment and continues uninterrupted for more than fifteen (15) calendar days may be required to submit to a medical examination as the Power Systems Manager or General Manager deem necessary. Medical reports, including prognosis from the treating physician(s), shall be forwarded to the Agency upon request, until the employee returns to work or is separated from Agency service. At the Agency's discretion, a quarterly medical review including prognosis shall be made by a physician designated by the Agency for the period of disability.

Any employee injured on the job or who believes that he/she has sustained a job related injury or illness, regardless of whether he/she has lost time from the job, shall receive initial medical treatment from an Agency-designated medical provider, unless, prior to the injury, the employee has submitted to the Payroll Department a signed statement that he/she desires treatment from his/her private physician, in accordance with California Labor Code Section 4600. Said treatment, to the extent necessary shall continue at an Agency-designated medical provider for the first thirty (30) days following the date the injury was reported, unless the employee has made a personal physician designation pursuant to Labor Code 4600. When the employee is absent from the job for the initial medical treatment, he/she shall not be considered absent from duty and shall not be charged with vacation or sick leave during such time. If an employee is absent from work or otherwise unable to perform his/her job duties for more than five (5) work days due to a possible job related injury, the Agency may elect to have the employee examined or his/her medical case reviewed by a physician chosen by the Agency.

Section 2.07 Administrative Review The status and prognosis of all employees taking leave under the provisions of this Policy will be reviewed by the Power Systems Manager, General Manager and Agency Counsel. At that time, the following alternatives may be considered:

Separation from employment - retirement or termination; or, continuation on leave.

The Power Systems Manager after consultation with Agency Counsel and the General Manager may separate an employee from Agency service who is found to be permanently disabled or disabled from work in his/her position for such an extended period as to cause a hardship to the department.

The provisions of this Section regarding separation from service shall be interpreted to the extent that they comply with the California Labor Code and the California Public Employees' Retirement Law.

Section 2.08 Leave Benefits A regular employee who is unable to perform his/her full or limited duty work assignment because of a disability shall receive, subject to other provisions of this appendix and the MOU, the following disability benefits, in addition to those provided pursuant to the California workers' compensation laws:

During any period of temporary disability for which payment is not provided under the SDI or workers' compensation laws, leave with pay shall be provided to the extent that such leave has accrued and that such leave is approved by the Power Systems Manager under the sick leave provisions of the MOU. Such disability leave with pay shall first be charged against accrued sick leave and then against the employee's other accrued leave.

During any period of temporary disability for which payments are provided under SDI or workers' compensation laws, to the extent the employee has accrued any leave with pay, such employee shall receive compensation equal to the difference between his/her basic salary and the weekly compensation benefits received by him/her from SDI or the Agency's workers' compensation program. Such compensation shall be made on the basis of a pro-rata charge to leave with pay based on the difference between the employee's basic salary and benefits received from the Agency's workers' compensation program. Such pro-rata charges shall first be to accrued sick leave and then to any other accrued leave with pay and all such charges shall be made to the nearest one-fourth (1/4) day.

During any period of temporary disability with pay such employee will continue to earn and accrue annual vacation or sick leave benefits. An employee on paid leave under this policy will continue to be covered under the Yuba County Water Agency group health and life insurance plans under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.

During any period of temporary disability without pay such employee shall not accrue any annual vacation or sick leave benefits, but shall be entitled to maintain any hospitalization or life insurance program in effect; provided that the cost of all such insurance shall be borne solely by the employee. Such employee may qualify for employer-paid medical premiums under Section 16.5 of the MOU.

Section 2.09 Authorization to Return to Work When an employee is released by his/her physician to return to regular or limited duty, the employee shall immediately provide the physician's written release to the Power Systems Manager. The Power Systems Manager shall promptly transmit a copy of the release to the General Manager and the Payroll Department.

Section 2.10 Limited Duty When on leave for a job related injury or illness the employee shall contact the Power Systems Manager regarding the availability of limited duty work, including reduced hours. The Power Systems Manager, whenever feasible, may develop a limited duty assignment for the employee, observing any medical limitations indicated by the treating physician.

Section 2.11 Leave Termination All provisions of this Section shall terminate on the date of the employee's recovery from disability or extended illness, retirement, termination from Agency employment or death.

Section 2.12 Rehabilitation When an employee has a job related injury or illness which permanently disables him/her from doing the work assigned to the position, the Agency may modify the job or place the employee in an alternative job, in accordance with medical limitations. If this is not possible, the Agency endorses a rehabilitation program as provided for, and subject to the limitations of, the state workers' compensation law.

Section 2.13 Duty to Report Fraud. Any employee, supervisor or manager with knowledge that an employee absent from work due to an injury or illness, regardless of whether job related, has fraudulently represented his/her disability or made fraudulent statements to obtain benefits, shall immediately report such information to the General Manager.

## APPENDIX D

### POSITIVE DISCIPLINE GUIDELINES

#### I. INTRODUCTION

It has been the policy of Yuba County Water Agency to enhance and to improve work performance in all areas by means of clear communication and understanding of performance requirements by all employees. To this end, the Agency will utilize Positive Discipline to:

1. Improve communications between the Power Systems Manager (PSM) or designee and the employees.
2. Communicate the expectation of change and improvement through coaching and counseling.

In order to ensure that Agency business is conducted properly and efficiently, employees must perform their jobs in a safe and effective manner. Management and the PSM are responsible for establishing employee awareness of their job requirements, and employees, in turn, are responsible for meeting these standards and expectations. Positive discipline is a system that emphasizes an individual's responsibility for managing their performance and behavior. It focuses on communicating an expectation of change and improvement of an individual's personal performance in a professional and non-threatening way; while at the same time, maintaining concern for the seriousness of the situation. Key aspects of this system include recognizing and encouraging good performance, correcting performance problems through coaching and counseling, and building commitment to effective work standards and safe work practices.

If an employee has a conduct, attendance or work performance problem, disciplinary action may be necessary to correct the situation. Positive Discipline is designed to provide the opportunity to correct deficient performance and build commitment. Compliance indicates commitment to expected performance in a manner that is fair and equitable to all employees. Each step is a reminder of expected performance, stressing decision making and individual responsibility, not punishment, whenever possible.

The Positive Discipline Program applies to all regular employees. It does not apply to probationary employees. The performance of probationary employees shall continue to be monitored utilizing verbal performance reviews and counseling.

#### II. THE POSITIVE DISCIPLINE SYSTEM

##### Right to Representation

All bargaining unit employees are entitled to appropriate union representation during any step of the Positive Discipline and may be grieved. It is the employee's

responsibility to notify management that they would like to have their union representative present.

A. Coaching and Counseling

Coaching/counseling is the expected method for the PSM or designee to inform an employee about a problem in the areas of work performance, conduct, or attendance. The objective of performance coaching/counseling is to help the employee recognize that a problem exists and to develop effective solutions to improve the employee's performance. Since it is the PSM's approach to a performance problem that often brings about the employee's decision to change behavior, it is critical that the PSM or designee be prepared. Coaching/counseling is intended to be a deliberation and discussion between the PSM or designee and employee. Normally, performance problems can be resolved at this step. Coaching/counseling memos or notes kept in the PSM's or designee's operating file should be deactivated in the same manner as oral reminders. If a bargaining-unit employee requests a shop steward prior to or during coaching/counseling meeting, such request shall be granted.

B. Positive Discipline Steps

When an employee fails to respond to counseling or a single incident occurs which is serious enough to warrant a formal step of discipline, the PSM will have several options, depending on the seriousness of the performance problem. These options or steps of the Positive Discipline System are:

STEP ONE- VERBAL REMINDER – INFORMAL

1. Application

The PSM or designee discusses the conduct, attendance, or work performance problem with the employee in a private meeting. The PSM or designee reminds the employee of the importance of commitment to follow work rules and the Agency Injury Illness Prevention Program Guidelines. In this problem-solving discussion, the PSM or designee informs the employee that this is the first step of the discipline process and restates the employee's need to live up to his/her commitment. The meeting closes with the PSM or designee expressing confidence in the employee's ability to change.

2. Documentation

- a) The PSM or designee will prepare a hand written memo documenting the basic conversation, date it, and keep it in his/her operating file. The employee is entitled to and will be given a copy of this memo.
- b) An oral reminder is active for six (6) months.



## STEP TWO-WRITTEN REMINDER - INFORMAL

A written reminder is a formal conversation between the PSM and employee about a continued or serious performance problem. The conversation is followed by the PSM's or designee's written letter to the employee summarizing the conversation and the employee's commitment to change their behavior. It is the second step of the Positive Discipline System.

### 1. Application

This step is applied when:

- An employee's commitment to improve is not met within the six (6) month active time period for an oral reminder; or
- An employee commits a serious offense or repeats less serious rule offenses, whether or not any previous disciplinary action has been taken. A serious offense is as defined in Section III Termination. A rule offense is as defined in Section III B Attendance, conduct, and work performance.

### 2. Documentation

- a) After the conversation with the employee, the PSM or designee will then write a letter to the employee summarizing the discussion.
- b) It should contain the exact performance problem, the date of casual, and /or verbal reminders, what offense caused the reminder, the employee's commitment and need to change in the future, and whether further steps of Positive Discipline could follow.
- c) The original copy of the letter is given to the employee. The PSM or designee retains a copy of the letter and a copy is placed in the employee's Personnel file.
- d) The written reminder is active for twelve (12) months.

## STEP THREE-DECISION MAKING LEAVE (DML)

### SUSPENSION, DEMOTION - FORMAL

The DML, Suspension, or demotion are 3 options in this the third and final step of the Positive Discipline System. These options can be enforced by themselves or in combination DML (paid) and Suspension (unpaid) depending on the severity of the offense. Before a decision of what type of formal discipline is made, the employee shall be given an opportunity to have a Skelly Hearing.

## **Skelly Hearing Process:**

### **1. Notice of Intent (Skelly Notice)**

The Manager and Human Resources will give written notice (Skelly Notice) of his/her intent to take disciplinary action against any involved employee. Coaching and Counseling, Verbal Reminder, Written Reminder are not subject to a written notice (Skelly Notice) because they are informal steps in the Positive Discipline Guidelines. Such notice (Skelly Notice) must be served on the employee in person or by certified or registered mail at least five (5) business days prior to the disciplinary action becoming effective. This notice shall be furnished at least five (5) business days prior to the proposed effective date of the action and a copy of such notice will be sent to the Union. The Skelly Notice shall:

- a. Statement of the nature of the disciplinary action
- b. Effective date of the action to be taken
- c. Statement of the cause thereof
- d. Statement in ordinary language of the specific act(s) or the omissions upon which the proposed discipline is based
- e. Statements that employee is entitled to review all written materials related to the proposed discipline
- f. Statement advising the employee of his/her right to appeal from such action and the right to representation.

### **Response to Written Notice of Intent:**

The employee is entitled to respond either verbally or in writing to the Notice of Intent described above within ten (10) business days from the date on which the Skelly Notice was delivered.

### **Skelly Hearing:**

Prior to the disciplinary action being initiated, a Skelly Officer shall conduct a Skelly hearing, if requested by the employee or union representative. At this hearing, the employee and his/her union representative shall be afforded the opportunity to respond to the charges, either verbally or in writing.

### **Written Notice of Action:**

A written notice of disciplinary or dismissal action must specify the action the Agency intends to take and the effective date of the action. The Agency may reduce such discipline without the issuance of a further written Notice of Intent depending on the information presented to the Skelly Officer during the Skelly Hearing. The Written Notice of Discipline Action or Written Notice of Dismissal Action will be delivered to the employee within thirty (30) business days from the date of the Skelly Hearing.

## THREE OPTIONS OF DISCIPLINE:

There are three options a manager could choose to exercise when administering disciplinary action. They are Decision Making Leave, Suspension and Demotion, of which may be applied separately or together; e.g. DML (paid) applied together with 1-5 days of Suspension (unpaid).

### **Decision Making Leave (DML):**

DML consists of a discussion between the PSM or designee and the employee about a very serious performance problem. The discussion is followed by the employee being placed on DML the following workday with pay to decide whether the employee wants and is able to continue to work for the Agency, this means following all the rules and performing in a fully satisfactory manner.

The employee's decision to continue employment with the Agency is reported to the PSM or designee the workday after the DML. It is an extremely serious step since, in all probability, the employee will be discharged if the employee does not live up to the commitment to meet all Agency work rules and standards during the next twelve (12) months, the active probationary period of the DML.

Because the DML is a total performance decision by the employee, there is only one active DML allowed.

#### 1. Application

This step is applied when:

- An employee's commitment to improve is not met during the twelve (12) month active time period for a written reminder; or
- An employee commits a very serious offense whether or not previous discipline has taken place.

#### 2. Documentation

- a) Notes are to be written covering the key points of the conversation. The exact date and offenses should be included. Employee excuses, protests, and reasons should be included.
- b) When the employee returns from the Decision Making Leave, the employee will be given a letter summarizing the Decision Making Leave incident and the employee's decision. This letter should be written by the Power Systems Manager or designee using the notes mentioned in (a) above. The letter will advise the employee that further disciplinary action may occur up to and including termination could follow should they fail to live up to their commitment to maintain total performance and abide by all Agency rules.

- c) The original copy of the letter is given to the employee. The PSM or designee retains a copy of the letter and a copy is placed in the employee's Personnel file.
- d) A DML probationary period is active for twelve (12) months.

In the event an employee, at a discipline step, is placed on an approved leave of absence, or is on the Compensation Payroll in excess of ten consecutive workdays, the active periods referred to above will be suspended until the employee returns to the active payroll. However, if an employee is off the active payroll in excess of twelve consecutive months, any discipline will be deactivated upon their return to the active payroll.

### C. Reviewing Personnel File

Upon advance notice given to the Human Resources Manager allowing a mutually agreeable time to be determined, an employee will be allowed to review their Personnel file.

#### **Suspension:**

An employee may receive a formal suspension for a period of 1 to 5 days depending on the severity of the infraction. Suspension is an unpaid time off from work. Suspensions may be served in conjunction with a paid day of DML. An employee who serves a suspension shall be placed on probationary status up to 12 months. Continued infractions by the employee shall lead to further disciplinary action, up to and including termination.

#### **Demotion:**

Where appropriate, such as an employee who exhibits an inability to work in a classification, consideration for formal demotion should be made. An employee may receive a formal demotion depending on the severity of the infraction or performance issue. A demotion may be administered if a person is promoted into a position and is unable to perform the job at a satisfactory level. An employee may be placed on probationary status for a period of 12 months after being re-classified into the demoted position. Continued infractions by the employee shall lead to further disciplinary action, up to and including termination.

### III. TERMINATION

- A. Termination occurs when Positive Discipline has failed to bring about a positive change in an employee's behavior, such as another disciplinary problem occurring within the twelve (12) month active duration of a DML. Termination may also occur in those few instances when a single offense of such major consequence is committed that the employee forfeits his/her right to the Positive Discipline process, such as:

Theft

Violent or threatening behavior such as striking a member of the public or fellow employees

Insubordination

Is a safety threat to themselves or other employees as defined in the Agency's Injury Illness Prevention Program Manual

- B. Notwithstanding the foregoing, if a performance problem which normally would result in formal discipline occurs during an active DML, the Agency shall consider mitigating factors (such as Agency service, employment record, nature and seriousness of violation, etc.) before making a decision to discharge, all of which is subject to the provisions of the appropriate grievance procedure for bargaining unit employees. In addition, a summary of the decision not to terminate should be documented and placed in the employee's Personnel file, and the employee should be given a copy of the summary.

#### IV. ADMINISTRATIVE GUIDELINES

- A. Rule infractions are generally divided into three categories. These are (1) work performance, (2) conduct, and (3) attendance. The maximum number of verbal reminders that may be active at one time is three (3), and these must be in different categories. Should another performance problem occur in a category where there is already an active verbal reminder, the discipline step must escalate to a higher level of seriousness; usually a written reminder. The maximum number of written reminders that may be active at one time is two (2), and these must be in different categories. Should another performance problem occur in a category where there is already an active written reminder, the discipline step must escalate to a DML.

The above language refers to escalation to the appropriate disciplinary step once a decision to formally discipline has been made. In lieu of taking formal disciplinary action the PSM or designee may opt to coach/counsel an employee, taking into consideration mitigating factors.

Because the Decision Making Leave is a total performance decision on the employee's part, there is only one DML

- B. The following list, which is not intended to be all inclusive, gives examples of rule violations and general categories into which they fall:

##### Attendance:

Absenteeism

Tardiness

Sick Leave Abuse (Positive Discipline will not circumvent or supersede sick leave abuse sections of any Labor Agreement)

No Call/No Show

Conduct:

Leaving Assigned Work Area/Location without Permission  
Insubordination: Refusal to Follow PSM's Instruction  
Refusal to Work Overtime in an Emergency Situation  
Fighting or Provoking a Fight on Agency Property  
Falsification of any Agency Document or Record  
Conducting Personal Business on Agency Time without Permission  
Reporting a False Reason for an Absence  
Excessive misuse of work time for non-work activities  
Verbal and/or Sexual Harassment  
Initiating, Encouraging, or Participating in a Walk-Out or Work Slowdown  
Allowing Guests on Restricted Agency Property without Permission

Work Performance:

Unsatisfactory Work Performance (Quality/Quantity, Effort, and/or Negligence)  
Sleeping on the Job  
Unsafe Poor Housekeeping  
Excessive Time Away from Work Station  
Backing Accidents  
Failure to Adhere to Safe Work Practices and Accident Prevention Rules

C. The above list is not totally inclusive. In addition, Agency Standard Practices, Safety, and Procedural Rules, along with sound judgment and common sense should govern individual conduct and action. Individual departments and locations also have rules and standards which must be adhered to or met.

V. PAID ADMINISTRATIVE LEAVE

If the manager believes that the interests of the Agency or public require that an employee be placed on administrative leave with pay pending an investigation or for other reasons, the Agency will notify the employee and offer the employee an opportunity to be heard regarding the placement on administrative leave with pay.

VI. DEACTIVATION

A very important step of the Positive Discipline System which recognizes improved performance is the deactivation process. If an employee has maintained fully satisfactory performance during the active period of a disciplinary action and the employee's attendance, conduct, and/or performance improves, it is imperative that the PSM or designee acknowledge the improvement. The administrative process of deactivation is summarized below.

A. Verbal Reminder

At the end of the six-month active time period, the PSM or designee meets with the employee and informs the employee of the inactive status of the verbal reminder, and commends the employee for improved performance. The original memo

should be removed from the Power Systems Manager's or manager's supervisor operating file and the employee's Personnel file and be returned to the employee.

B. Written Reminder/DML

At the end of the 12-month active time period for the written reminder and the 12-month active time period for the DML, the PSM or designee initiates a typed memo advising the employee of the inactive status of the step, commends the employee's improved performance, and removes all reference from the Personnel file.

VII. RECOGNIZING GOOD PERFORMANCE

The PSM is a very important member of the work group. Since the PSM's job is to get work done through others, it is essential that energies be concentrated on helping employees be as successful as possible. What the PSM or designee expects of an employee and the way the employee is treated to a large extent determines that employee's performance. Good performance is a shared responsibility.

The PSM has an opportunity to foster a working environment that is based on mutual respect and trust, a collaborative team effort that is mutually beneficial to the PSM, the employee, and the organization. Positive Discipline is intended not only to resolve performance problems, but also to focus on improvement in performance and recognize exceptional performance. Reinforcement of this type of behavior will help to ensure its continuation and should be used under the following circumstances:

- A. When an employee's attendance, conduct, and/or performance improve, it is imperative that the PSM or designee acknowledges the improvement in a way that encourages the employee to maintain the improvement. Such changes in behavior that are ignored often disappear.
- B. When an employee deserves recognition and commendation for performance, above and beyond the call of duty, such as:
  - Taking immediate action in a crisis or emergency situation.
  - Developing a cost saving or work saving idea.
  - Providing special training or assistance to other employees.
- C. When an employee deserves recognition and commendation for performing competently and diligently over a period of time. Examples would include:
  - Maintaining a good attendance record over a significant period of time.
  - Maintaining a record of working safely
  - Maintaining a spirit of teamwork that is demonstrated through specific actions.

In a discussion of this nature, the PSM or designee must refer to the specific improvement or incident with which the PSM is pleased. The PSM or designee must be specific and sincere. These positive contacts should be noted on the employee's performance record. If the employee's performance is exceptional, or the PSM or designee is deactivating a step of Positive Discipline, a memo to the employee should be prepared by the PSM or designee recognizing this exceptional or improved performance. A copy should also be placed in the employee's Personnel file unless it is a deactivation memo/letter. This type of recognition can be highly successful in establishing and maintaining a motivating, productive work environment.



## **APPENDIX E**

### **EMPLOYEE SUGGESTION PROGRAM**

**Suggestion:** A suggestion is a constructive proposal that directly contributes to economy, or efficiency, or directly increases effectiveness of project operations.

**Non-Suggestions:**

1. Those which merely call attention to a problem but offer no practical solution.
2. Those which pertain to the need for routine maintenance and repair.
3. Those which suggest minor improvements in working conditions that ordinarily can be corrected through normal or customary action.
4. Those which are personal complaints or grievances.

### **PROCESS**

**Who:** Employee may submit a suggestion at any time during the development and implementation of an idea or up to six months after its implementation.

**Form:** Suggestion will be submitted on the Yuba County Water Agency Suggestion Form.

Suggestions will be numbered and retained in the Suggestion File at the Marysville office (numbering will be as follows: 1995-1, 1995-2, etc.).

**Evaluation:** Suggestions will be evaluated by a Committee consisting of:

Power System Manager

Assistant Administrator

Craft representative

In order that the craft representation is not also the person submitting a suggestion, an alternate craft representative will also be named.

Committee will meet on the fourth Friday of each month to review suggestions received to date. No meeting will be held if there are no suggestions received. If Committee needs more information, the suggestion form will be returned to the employee submitting the form. The employee then has two weeks to return the form to keep the same file number.

Committee will make a determination on the suggestion and, if favorable, compute an approximate savings the suggestion would make in one year to the Agency. This savings will not include the cost of implementation. The computed savings and suggestion will then be reviewed by the Engineer-Administrator for concurrence.

The Yuba County Water Agency has the sole right to make the determination to implement any suggestion.

Committee will inform the employee the results of the evaluation after the Yuba County Water Agency has determined that the suggestion will be implemented.

Award: Employee who submitted a suggestion that is implemented will receive an award certificate, which will include a brief description of the suggestion.

Employees will also receive:

Committee approved suggestions that have a one year savings of \$1000 to \$1499 will receive \$25.00

One year savings of \$1500 to \$2499 will receive \$50.00

One year savings of \$2500 to \$4999 will receive one day off with pay.

One year savings of \$5000 to \$7499 will receive two days off with pay; and

One year savings of \$7500 or more will receive three days off with pay.

The maximum days-off for any one suggestion is three days.

## APPENDIX F

### SHIFT EMPLOYEES

#### 1. General Provisions

- a. In order to address issues that may arise in the implementation of shift work and any potential rotating shift schedules, an Oversight Committee will be established consisting of two members appointed by Agency and two members appointed by Union. If the Oversight Committee is unable to resolve an issue, Union reserves the right to grieve any contractual violations and the timelines therefor will be extended by the amount of time the Oversight Committee took to review the issue.
- b. The classification of Operator and Senior Operator will be designated as "shift employees". The Senior Operator will only be utilized as a shift employee to fill vacant shifts if no other qualified operators are available.
- c. Shift employees workday shall consist of 8 or 12 consecutive hours and they will be permitted to eat their meals during work hours.
- d. Except when assigned to training classes, shift employees will not observe a lunch period, but will eat their meal on YCWA time. Shift employees assigned to training classes will observe a one-half hour unpaid lunch period.

#### 2. Schedules

- a. The workweek and hours of shift employees shall be regularly scheduled, but may start on any day of the week and at any hour of the day. The workdays and non-workdays in the workweek of shift employees may be arranged in cycles of one, two or more weeks provided that any such arrangement shall first be agreed upon by Agency and union. Such agreement regarding shift rotation and shift start times shall be reduced to writing and memorialized by Letter of Agreement between the parties.
- b. "Workweek" shall be defined as a 7 consecutive day period starting on Sunday and ending on Saturday.
- c. The Night shift will be the first shift of the day and will start on the night prior to the designated day (Example - Schedule shows a night shift on Monday May 18, operator would start work on the evening of Sunday May 17 at 1900).
- d. Agency will prepare and email an annual shift schedule. This schedule will be emailed to "shift employees" prior to February 15th of each year and will cover the 12-month period from the beginning of April through the end of March of the following year.
- e. Shift work schedules showing planned schedule changes will be sent out at least 14 days prior to the start of the month.

#### 3. Schedule Changes

- a. During an outage, or when scheduled for training classes, an employee may be temporarily assigned to another schedule (e.g., 5/40) to meet business requirement/s. Such schedule changes must be in increments of full workweeks. Schedule changes must provide for the same number of straight time hours that would be worked by the employee on their regular schedule. (Example: if operator's core hours are 32 for a specific week, he would be rescheduled for 32 hours for that same week.)
- b. If employees are transferred to a new work schedule or shift for one workweek or more, they will:
  - i. Be given at least 24 hours' notice in advance of the new starting time, and
  - ii. Have a minimum of 12 hours off between shifts, and
  - iii. Be required to work no more than 40 hours at the straight-time rate of pay during any workweek
- c. If employees do not receive 24 hours' notice or 12 hours off between shifts, they will receive the overtime pay rate for those hours worked which encroach upon the 24-hour notice or the 12-hour shift requirements, whichever is greater.
- d. Normal overtime, overtime meals, travel time, and rest period provisions will apply to the employee's newly scheduled shift as if it was their regular working hours.
- e. A change in shift does not occur if an employee's work hours are extended by an early call in, or they are asked to work beyond their regular work hours.
- f. Shift changes for less than full workweeks are not considered an official change in shift. Employees will be compensated at the applicable overtime rate for all hours worked outside their regular work hours.

#### 4. Relief Shifts

- a. Shift employees will be assigned to the Relief shifts for the purpose of providing 24/7 shift coverage and to provide shift coverage for employees who are absent.
- b. An absent employee is defined as one who is:
  - i. Off work and absent from Agency premises (e.g. illness, vacation, DML, jury duty, funeral leave, floating holiday, etc.)
  - ii. Temporarily assigned to another classification
  - iii. Assigned to training classes which require them to be off shift
  - iv. On light duty and unable to perform their normal shift duties
  - v. Off work to attend to Union Business
  - vi. Vacancies may also result from discharge, resignation or be created as a result of an employee accepting a different job with the Agency. In such cases, the vacant shift shall be offered in accordance with the shift selection process outlined in Section 5 below, and the Relief will be used to fill whichever shift remains vacant, until it can be filled on a permanent basis.

- c. For the purpose of (a) above, employees assigned to Relief shifts shall be considered available on any day of the week and at any hour of the day unless:
  - i. They are sick
  - ii. They are on vacation
  - iii. They have made other arrangements with their supervisor in advance
  - iv. They are already committed to the extended (one week or more) relief of another shift employee
  - v. They are temporarily upgraded to another classification
  - vi. The Relief assignment would require them to work more than 24 consecutive hours
  - vii. The Relief assignment would require them to work more than 7 consecutive days
- d. The assignment of a Relief shift employee to the relief of an absent employee shall not incur the payment of overtime except:
  - i. Relief employees will be given a minimum of 12 hours off between shifts. If employees do not receive 12 hours off between shifts, they will be paid the overtime pay rate for those hours worked that encroach upon the 12-hour shift requirements.
  - ii. Employees will continue to be paid double time for all hours worked in excess of 12 consecutive hours.
  - iii. Employees will continue to be paid overtime for all hours worked in excess of 40 hours in a workweek.

#### 5. Shift Selection:

- a. Agency will determine when or if a shift employee is qualified.
- b. Prior to the implementation of a new rotating shift schedule, shifts shall be selected by qualified employees in order of their Agency seniority.
- c. Once selected, employees will not be bumped from their selected shift rotation.
- d. Whenever a shift is permanently vacated, it shall be offered to the qualified employees in order of their Agency seniority.
- e. Temporarily vacant shifts will be filled by use of "Relief" employees or overtime.

#### 6. Holidays For Shift Employees

Shift employees may be regularly scheduled to work on holidays which fall on their workdays. As such, the following provisions regarding holidays shall apply:

- i. Shift employees who work on a holiday which falls on their regular workday shall be compensated therefor as provided in section 7.1d of MOU.
- ii. Shift employees who desire to observe a holiday which falls on their regular workday will be allowed to do so in accordance with operational requirements.

- iii. On each Agency holiday, shift employees will be paid 8 hours for each holiday.

## 7. Regular Hours

For the purposes of 7.15(c), "Regular hours, starting time, lunch period and quitting time" for shift employees on a non-workday are the same as those of their last regularly scheduled workday.

## 8. Jury Duty

Employees called for jury duty who are working the swing shift or night shift portion of their schedule will be placed, for payroll purposes, on the day shift for each scheduled day such employee is required to report for jury duty, and will not be required to work the swing or night shift immediately before or immediately after being required to report for jury duty. However, such employee shall return to work on the day shift upon being released from such duty if there are at least four hours remaining prior to the end of the day shift.

## 12 HOUR SHIFTS

The following provisions will apply to the establishment and administration of 12 hour shifts.

### 1. General Provisions

- a. It is agreed that implementation of 12 hours shift coverage will not incur additional expense to the Agency over what an 8-hour shift schedule would cost.
- b. YCWA may implement an 8-hour shift schedule by giving 60 day's written notice. The Union also may request an 8-hour shift schedule by giving the Agency 60 day's written notice. It is the intention of YCWA and the Union to work together to resolve any difficulties or problems that may be encountered with the 12-hour shift rotation.
- c. No shift premium will be paid for the day shift. The night shift will receive night shift premium of 8% of their normal wage (un-factored wage) for all 12 hours of the night shift. For the purposes of the eight hours' overtime contained within the normal 48-hour workweek, the night shift premium will be paid, but the overtime multiplier shall not be applied to the shift premium.
- d. Sunday shift will receive Sunday shift premium of 6% of their normal wage (un-factored wage).
- e. All benefits that are currently based on an employee's base rate of pay will continue to be based on a 40-hour workweek rate. Benefits that are currently based on an employee's actual earnings will be so determined.
- f. For employees working 12 hour shifts, no overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays, except as required by FLSA. In all other instances, overtime will be paid at the appropriate rate.

- g. Each individual shift Letter of Agreement shall establish adjusted wage rates that provide the same compensation during any cycle equivalent to the compensation for 40-hour workweeks for the same number of weeks.

## 2. Schedules

Shift schedules shall be designed such that no employee shall be regularly required to work more than 5 consecutive 12-hour days during any one workweek. When business circumstances dictate the need for additional consecutive days, YCWA will ask for volunteers prior to making the additional days mandatory.

## 3. Holidays

12 hour employees who observe a holiday will be paid 8 hours of holiday pay and be allowed to use 4 hours of vacation to complete their regular workday.

## 4. Rest Periods

If an employee has worked for eight hours or more (including straight time and overtime) during the 16-hour period immediately preceding the beginning of the employee's regular work hours on a workday, such employee shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work.

## 5. Election Days

On election days, day-shift employees will be permitted sufficient time to vote and normal commute time with pay prior to reporting to work. This delay in reporting time will be covered by employee/s assigned to Relief Shift, or extending the night-shift employees' workday on overtime where necessary.

## 6. Disciplinary Layoffs

Under Positive Discipline, the Company will provide paid 12-hour Decision Making Leaves.

## 7. Jury Duty

Time off for jury duty which occurs on a regularly scheduled workday will result in the employee being credited with 12 hours worked, for pay purposes.