

**MEMORANDUM OF UNDERSTANDING**

**between**

**THE CITY OF SHASTA LAKE**

**and**

**LOCAL 1245**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**



**JULY 1, 2016 - JUNE 30, 2020**

**July 6, 2016**

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## **ARTICLE 1**

### **AUTHORITY**

Section 1.0 This Memorandum of Understanding is entered into by and between the City of Shasta Lake "City" and Local 1245 of the International Brotherhood of Electrical Workers "IBEW" pursuant to the authority provided in the Meyers-Miliars-Brown Act, California Government Code Section 3500, et. Seq. The IBEW represents only the positions described in Exhibit "A" -"Job Definitions". This Memorandum of Understanding covers only the positions described in Exhibit "A" and does not cover, regulate or otherwise govern any management, exempt, or other positions, not included in Exhibit "A". Certain aspects of employment not covered by this Memorandum of Understanding are discussed in the City's personnel policies, a copy of which will be provided to the Union upon request.

Section 1.1 The City has the exclusive right and power to determine, implement, supplement, change, modify, discontinue, temporarily or permanently, any of the following:

Section 1.1.2 The financial structure of the City, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;

Section 1.1.3 The acquisition, disposition, number, location, types and utilization of all City properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;

Section 1.1.4 All, services to be rendered to the public and to City personnel in support, of the services rendered to, the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel facilities, vendors, supplies, materials and vehicles, and equipment tools to be used in connection with such services; and the utilization of personnel not covered by this agreement.

Section 1.2 Any duties or responsibilities hereunder of the City Council may be delegated to the City Manager or other designee.

## ARTICLE 2

### COMPENSATION

Section 2.0 The wage schedule for all positions covered by this MOU shall be as contained in Exhibit "B" City of Shasta Lake Schedule of Wage Rates.

Section 2.1 The Electric Lineman wage rate shall be increased as noted on Exhibit "B", effective July 1, 2016, or at a mutually agreed upon date. The increase includes: (1) the existing linemen base rate (\$46.66/hour) plus the 6% rubber gloving stipend; (2) the new base rate (\$49.46/hour) plus a 3.43% equity adjustment (equals \$51.16/hour); and, (3) a onetime 1.00% adjustment to offset the employee's Other Post-Employment Benefits regular payroll contributions. The new lineman wage as of July 1, 2016, will be \$51.67/hour.

. Effective each July 1st, thereafter for the term of the contract, the City shall provide an equity adjustment to the Lineman base wage calculated as follows: the average lineman base pay rate of Lassen MUD (LMUD), Trinity PUD, and Plumas-Sierra Rural Electric Cooperative (PSREC), but in no event shall the base pay rate be lower than the lineman base rate at the City of Redding or result in a decrease in compensation.

The Electric Line Staking Technician wage will be indexed to the wage of the lineman position equal to 80% of a lineman's salary.

The Apprentice Lineman wages will be indexed to the wage of the lineman position in the following manner:

Apprentice Lineman: Starting wages will be equal to 60% of a lineman salary. Upon completion of each 1000 performance-based minimum training hours, a 5% increase in wages will be given. Eligibility for increases and promotion to Lineman position shall be determined by the Apprentice Program Handbook.

Section 2.2 Effective with this agreement the 6% rubber gloving stipend will be included in the base hourly rate for a journeyman lineman.

### **ARTICLE 3**

#### **RECOGNITION**

Section 3.0 The City recognizes the Union as the "Exclusive Representative" of all employees of the City who hold a classification listed on Exhibit "A" of this Memorandum of Understanding. The provisions of this Memorandum of Understanding hereinafter set forth shall apply-only to those employees of the City for whom Local Union 1245 is the established exclusive representative.

Section 3.1 Official representatives of the Union will be permitted access to City property to confer with City employees on matters of employer-employee relations but such representatives shall not interfere with work in progress without agreement of Department Head and City Manager or the City Manager's Designee, prior to requested access.

Section 3.2 The City will provide the Union a bulletin board at each location where bargaining unit employees report to work, for the purpose of posting thereon matters relating to official Union business.

Section 3.3 Any employee, at the employee's request, shall be permitted representation by a Union representative. The foregoing shall apply to interpretation of this Memorandum of Understanding, reprimands and disciplinary actions, providing there is no unreasonable delay in obtaining representation,

Section 3.4 The Union recognizes the City Manager or his/her designated representative as the representative of the City on all matters within the scope of representation.

### **ARTICLE 4**

#### **UNION SECURITY**

Section 4.0 The City shall deduct from their wages the regular membership dues of employees who are members of the Union and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

Section 4.1 Deductions shall be made from the first two payroll periods of each month and a check for the total deductions shall be submitted to the Union within five (5) working days of the beginning of the following month.

Section 4.2 Both the City and the Union shall approve the form of check-off authorization.

Section 4.3 As an Agency Shop all bargaining unit employees must join Local Union 1245 or pay agency fees as required by law. There is no separate and distinct enrollment fee required as a condition of Union membership. Monthly dues are a condition of membership and will be deducted from member's paychecks with the first month's dues

representing the enrollment of the employee in the Union. Monthly dues deducted will be forwarded to the Union by the City on a monthly basis in accordance with the membership dues schedule as provided by the Union.

Section 4.4 Employees that have a bonafide religious conviction that prevents them from joining an affiliation or organization may request that their dues be forwarded to an approved charitable organization approved under IRS Section 501 as provided in Government Code 3500. The list of approved charitable organizations will be provided to the employee by the Union.

Section 4.5 Union membership will exclude management, confidential, or supervisory employees. Union will hold City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency membership fee obligation.

## **ARTICLE 5**

### **HOURS AND OVERTIME**

Section 5.0 The normal workweek shall be 40 hours per week (8 hours per day/5 days per week) unless otherwise established.

Section 5.1 All regular employees will receive full-time employment for each workweek employed, provided they report for duty and are capable of performing their work. The City retains the right to lay off or release employees on account of lack of work or other valid reasons.

Section 5.2 Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work and the time spent in traveling between such headquarters and the job site shall be considered as time worked.

Section 5.3 A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and, except as otherwise provided herein, a basic workweek is defined to consist of five (5) consecutive workdays of eight (8) hours each, Monday through Friday. For employees assigned to field work, the regular work hours shall be 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m. Notwithstanding the foregoing, the regular lunch period may be advanced or delayed up to one (1) hour without the payment of overtime compensation. {If lunch is taken late the employee will be compensated for ½ hour at the appropriate overtime rate.} In the event that the regular lunch period is not observed throughout the entire workday and work continues to the end of the regular work day, employees are entitled to payment

of one hour for the missed lunch period at the appropriate overtime rate of pay, i.e. this means nine hours of pay for a eight hour workday.

Section 5.4 Notwithstanding anything contained herein, any schedule of days and/or hours of work may be established by mutual agreement between the shop steward or the Union's Business Representative and the City Manager or designee.

Section 5.5 Overtime is defined as (a) time worked in excess of forty (40) hours in a workweek, (b) time worked in excess of eight (8) hours on a scheduled workday, (c) time worked on a non-workday, (d) time worked outside of regular hours on a workday, and (e) time worked on a holiday. Overtime shall be computed to the nearest one-quarter (1 /4) hour.

Section 5.6 Overtime compensation shall be paid at a rate equivalent to one and one-half (1 ½) times the regular rate of pay for weekdays and at a rate equivalent to two (2) times the regular rate of pay for weekends or holidays. Weekend overtime will begin at 12:01 a.m. Saturday and end 7:00 a.m. Monday for purposes of determining the increased rate.

Section 5.7 The intent of the parties is to establish standards covering those situations that require employees to respond to a public service need that occurs at times other than during normal work hours. In that context employees will be receiving overtime compensation from the time they receive the call, including the normal travel and preparation time to get from the employee's home to the City work facility. Employees who are required to report for work on their non-workdays, or on holidays they are entitled to have off, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked, but in no event less than two (2) hours compensation. The City has the right to require and assign employees to work overtime and to designate the classification to perform overtime work. Employees who are called to work at any time other than their normal scheduled workday will normally receive a phone call from the standby person, but could receive a call from the City's answering service or other City personnel. In the event the employee is not home and a message is left from the standby person, the answering service, the employee's supervisor or any City personnel, the employee is expected to contact the calling party who has requested assistance to ascertain whether the call has been responded to or whether response is still required. Once an employee has responded to a callout, the employee is expected to contact the answering service and indicate the status of the call (i.e. problem addressed, unable to perform work for whatever reason, etc.) Employees who are called to work at any time other than their normal scheduled work hours shall receive pay at the overtime rate for all hours actually worked, with a guaranteed



minimum of two (2) hours pay at the overtime rate including 30 minutes for travel, except however, if the employee is able to handle the call by telephone, or if the employee is able to handle multiple calls by telephone within any one fourth (1/4) hour, compensation will be limited to one fourth (1/4) hour. If an employee who is called out for such work outside of the employee's regular hours on a workday continues to work into his/her regular hours, the employee shall be paid overtime compensation for the actual time worked as overtime defined in Section 5.5, from the time the employee receives the phone call.

Section 5.7.1 In assigning on-call time, the City will use a rotational system whereby all employees in the Electric Division will be expected to participate. Employees assigned to weekly on-call for emergency calls shall receive two hours of regular pay per day and it shall be noted on the time sheet and payable on the next pay period once the time has been completed. A on-call shift is defined as the period beginning at 7:00 a.m. Tuesday morning and ending at 7:00 a.m. the following Tuesday. Employees assigned to weekly on-call for emergency calls will be furnished a City-provided electronic pager and a cell phone, which will be carried by the employee at all times. All employees assigned to on-call are expected to respond to the pager within a 1/2hour time-frame and be prepared to perform the service within one hour from responding. The on-call employee is expected to contact the answering service and notify them of the status of the emergency call. It is understood that sometimes circumstances beyond the control of the employee may occur. In that event, the employee is expected to make arrangements with another electric department employee to insure that adequate coverage is arranged. On-call employees shall be provided the option of a City vehicle for City use only during the on call-period.

Section 5.8 Rest Period: Shasta Lake recognizes that work during the period from 2200 to 0600 interferes with the employee's normal time for sleep, and might endanger a person's health or safety if required to continue with a full regular shift in a tired condition.

Section 5.8 1. (A) If an employee regularly scheduled to work 7:00 a.m. to 3:30 p.m. has worked for more than two (2) and up to four (4) hours at the overtime rate ("emergency work") during the hours of 10:00 p.m. to 6:00 a.m., immediately preceding the beginning of his/her regular work hours, on a work day, he/she shall be given a duty free rest period of four (4) consecutive hours at the beginning of the regularly scheduled work day.

(B) If the employee is required to continue emergency work into his/her regular scheduled work day, the rest period shall commence at completion of work.

(C) If an employee regularly scheduled to work 7:00 a.m. to 3:30 p.m. has worked for more than four (4) hours at the overtime rate ("emergency work") during the hours of 10:00 p.m. to 6:00 a.m. immediately preceding the beginning of his/her regular work hours, on a work day, he/she shall be given a duty free rest period of eight (8) hours at the completion of the emergency work.

Section 5.8.2 An employee entitled to a rest period hereunder may, nevertheless, be required to work during regular work hours on a workday not having had a rest period of four(4) or eight(8) hours in which event, the employee shall be paid at the overtime rate for all work performed until the employee has been relieved from duty.

Section 5.8.3 An employee entitled to a rest period hereunder may, nevertheless, be required to work during regular work hours on a workday not having had a rest period of four (4) or eight (8) hours in which event, the employee shall be paid at the overtime rate for all work performed until the employee has been relieved from duty for a rest period of four (4) or eight (8) hours.

#### Examples

1. Employee gets called in at 2300 and works to 0130. Employee to report to work at 1100.
2. Employee gets called in at 0330 and works to 0600 hours. Employee is to report for work at 1100.
3. Employee gets called in at 2100 and works to 2300. Employee gets called in again at 0200 and works to 0430. Employee is not to report to work for day. Eight (8) hour rest period.
4. Employee gets called at 0300 and works to 0900. Employee is to report to work at 0100.
5. Employee gets called in at 0100 and works to 0300. Employee does not get a rest period as work was not more than two hours.
6. Employee gets called in at 0100 and is required to work until 0900. Employee remains on overtime until completion of work at 0900. The employee will then get an eight (8) hour rest period.
7. Employee gets called in at 2000, and works to 2330. No rest period as not more than 2 hours between 2200 and 0600.

Section 5.9 All overtime must be authorized by the appropriate department head and recorded on the employee's timecard.

Section 5.10 Employees shall complete appropriate attendance records and certify them as accurate. The City shall not change a timecard without notification to the employee. The notification shall occur on the same day as the time card is changed. The employee shall sign the changed time card.

Section 5.11 An employee may choose to accept compensatory time off (CTO) in lieu of cash compensation for overtime worked as provided in this section. A total of up to forty (40) hours of CTO in a fiscal year (July 1 to June 30 the following year) may be earned at the appropriate overtime rate. An employee shall not be entitled to earn more than a total of forty (40) hours CTO in any fiscal year as described above. CTO shall be used and scheduled, like PTO, in accordance with Sections 15.2, 15.3 and 15.4. CTO may not be carried over from fiscal year to fiscal year unless approved in advance in writing by the City Manager or designee. The employee shall be paid for any such CTO in excess of 40 hours earned.

## **ARTICLE 6**

### **GRIEVANCE**

#### **Section 6.1 Definitions**

Section 6.1.1 A grievance is defined as any dispute or disagreement which may arise between the union or an employee within the City with respect to interpretation or application of any of the terms of this Memorandum of Understanding. A grievance procedure shall not apply to any disciplinary action taken pursuant to Page 17.

Section 6.1.2 A "grievant" is a unit member.

Section 6.1.3 A "day" is a calendar day.

Section 6.2 Informal Level Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's department head.

#### **Section 6.3 Formal Level**

##### **Section 6.3.1 Level I**

Section 6.3.1.1 Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the grievant's department head.

Section 6.3.1.2 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific contract provision alleged to have been violated, the decision rendered at the informal conference, the specific remedy sought, and the names of all persons or witnesses having knowledge or believed to have knowledge of the facts.

Section 6.3.1.3 The department head shall communicate the decision to the unit member in writing within ten (10) days after receiving the grievance. If the department head does not respond within said ten (10) days, the grievance shall be deemed denied and the grievant may appeal to the next level.

### Section 6.3.2 Level II

Section 6.3.2.1 In the event the grievant is not satisfied with the decision at Level I, or if the department head doesn't respond at Level I, the grievant may submit the grievance to mediation by so notifying the City Manager in writing, within ten (10) days of receipt of the department head's decision or if the department head does not respond within the ten (10) days specified above, then on the tenth day after the last day when the department head could have responded. The grievant and the City shall then coordinate the calendaring of a mediation to be conducted by a mediator as jointly selected by the grievant and the City, or if they are unable to agree upon a mediator, then a mediator, as assigned by the California State Mediation and Conciliation Service. If the mediation does not result in a resolution of the grievance, then the grievant may appeal the grievance in writing to the City Manager by submitting a request for grievance hearing within ten (10) days of the date of the mediation. This Level II is optional and the grievant is not required to participate in mediation and may move directly to Level III.

### Section 6.3.3 Level III

Section 6.3.3.1 In the event the grievant is not satisfied with the decision at Level I or at mediation, the grievant may appeal the decision in writing within ten (10) days to the City Manager. The ten (10) days runs from the date of the Level I decision or after the last day the department head could have responded or on the date the mediation occurred.

Section 6.3.3.2 The City Manager shall render a final and binding determination of a grievance.

Section 6.3.3.3 An action to overturn or modify the determination of the City Manager shall be filed in a court of competent jurisdiction within ninety (90) days of the date of the determination by the City Manager.

#### Section 6.4 General Provisions

Section 6.4.1 Either party to a grievance, at any level/step, may have one (1) representative present during the proceeding.

Section 6.4.2 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition shall not be made public without the written agreement of all parties.

Section 6.4.3 A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified.

Section 6.4.4 Time limits set forth in these procedures may be modified by written agreement of the parties involved.

Section 6.4.5 If the same complaint or substantially the same complaint is made by more than one (1) unit member party, only one (1) unit member, on behalf of the unit member and other complainants, may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance,

Section 6.4.6 The filing of a grievance shall in no way interfere with the right of the City to proceed in carrying out its management responsibilities, subject to the final determination of the grievance. The grievant shall continue to perform all work, directives, and assignments pending final determination of the grievance unless unsafe conditions exist.

Section 6.5 Nothing contained herein will be construed as limiting the right of any grievant to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted.

### **ARTICLE 7**

## SAFETY

Section 7.0 The City desires to maintain a safe place of employment for City employees and to that end, City management shall make all reasonable provisions necessary for the safety of employees in the performance of their work. Employees shall immediately report any unsafe condition or situations to their immediate supervisor or the City Manager.

Section 7.1 Regular safety meetings will be held every other month for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable State Safety Orders and for training in first aid.

Section 7.2 In the event of an accident, resulting in serious injury or death of an employee of the City, the City will notify the Union immediately in order that the Union's Business Representative may conduct an investigation of the accident.

Section 7.3 A City Safety Inspection Committee shall be established to make semi-annual visual inspections of all City properties, including buildings, facilities, equipment and vehicles. The City Manager shall make appointments to the Safety Inspection Committee from among nominees selected by the Union. This committee shall include one (1) non-supervisory employee who shall be selected from the unit and serve for a one (1) year period. The City's designated Safety Officer shall be the chairman of the committee. Members of such Inspection Committee shall receive their regular hourly compensation for the purpose of making said inspections. A complete written report shall be made to the City Manager no later than thirty (30) days following the completion of each periodic inspection. During the tour of inspections, the committee may also observe employee activities and work procedures for the purpose of discovering unsafe acts. The written report shall be prepared by the chairman during duty hours and shall include a listing of each item inspected, each unsafe item discovered and specific recommendations for correction of whatever is found to be unsafe. If individual employees are found to be responsible for unsafe areas or procedures, and are also negligent with respect to these matters, appropriate disciplinary action may be recommended.

Section 7.4 All employees shall participate in all applicable safety meetings, comply with all safety and related bulletins, directives, guidelines, regulations and the like, regarding job safety.

Section 7.5 Regular "tailgate" meetings will be held to emphasize safety and planning when needed.

Section 7.6 The City shall provide necessary safety equipment as follows and such other equipment or clothing that is required by State Statutes or Regulations:

FLAME RETARDANT RAIN GEAR

SAFETY GLASSES

GLOVES

HIGH VISIBILITY VESTS

HARD HATS

BOOTS

FLAME RETARDANT PANTS, SHIRTS, AND JACKETS

RUBBER GLOVES

FALL ARREST CLIMBING BELT

FALL ARREST BUCKET HARNESS

SUNSCREEN

## **ARTICLE 8**

### **EMPLOYEE STATUS**

Section 8.0 Employees employed in the positions described in Exhibit "A" shall be designated as regular after completion of a twelve (12) month probationary period. The City may, within its discretion, employ or otherwise contract with intern, temporary, interim, or other short term personnel or professional, paraprofessional or expert personnel. The City may subcontract services performed by any department, that are in excess of the services provided by current number of employees during the term of this agreement.

Section 8.1 The twelve (12) month probationary period may be extended by the City Manager, after consultation with the Union, in individual cases. Appointments will not be considered regular until the successful completion of this probationary period.

Section 8.2 On accepting a promotion, or an appointment to a different classification, an employee serves a new probationary period of six (6) months. Promotions or reclassifications will not be considered regular until the successful completion of this probationary period. If the employee is discharged during the six month probationary period, then the employee shall be entitled to return to the position in which the employee was previously classified as regular, prior to accepting the promotion or appointment to a different classification.

Section 8.3 A probationary employee may be discharged or disciplined without notice, cause or hearing. Dismissals or discipline of probationary employees shall not be subject to review or appeal. This section is not applicable to employees who accept a promotion or appointment to a different classification.

Section 8.4 An employee shall be retained beyond the end of the probationary period only if the appropriate Department Head affirms that the services of the employee were found to be satisfactory and he/she submits an Employee Development Review Form stating so and a Personnel Action Form authorizing the end of such probation. Such Employee Development Review Form and Personnel Action Form shall be submitted by the Department Head within ten (10) days of the completion of the employee's probationary period or the employee will be considered to have successfully completed his/her probationary period.

Section 8.5 Any time served in a position not described on Exhibit "A" shall not be included or credited against completion of the twelve (12) month probationary period.

## **ARTICLE 9**

### **WAGES AND CLASSIFICATIONS**

Section 9.0 Classification shall be based upon the kind and level of the duties and responsibilities of the positions. All positions in the same classification shall be sufficiently alike to permit use of a single descriptive title, requiring the same qualifications, the same test of competence, and the same salary schedule.

Section 9.1 Employees shall be paid the wage established for their classification.

Section 9.2 Wages shall be paid at bi-weekly intervals on Fridays for a pay period ending no earlier than the preceding Saturday. If a pay day falls on a holiday, payments shall be made on the preceding workday.

Section 9.3 It is the intent of the parties that supervisors (bargaining unit or non-bargaining unit) have the authority to exercise responsible leadership and make assignments when needed that results in employees being assigned to work temporarily in a higher classification and to be compensated therefore. When an employee's Department Head or supervisor assigns an employee to temporarily work in a higher classification, then the employee shall be paid at the rate established for the higher classification, if such work in the higher classification is not less than eight (8) hours during the work day.



Section 9.4 When an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced. An employee may, however, be required to perform the duties of any other classification, which has an equal or lower wage rate.

## **ARTICLE 10**

### **DISMISSAL AND RESIGNATION**

Section 10.0 - Discipline This article applies to regular employees in the positions described in Exhibit "A". Probationary, temporary, interim, intern, and all employees other than regular employees may be discharged or disciplined without compliance with this article and without notice or a hearing.

Section 10.1 - Regular A regular employee is an employee who has successfully completed the twelve (12) month probationary period in a full-time non-temporary appointment to a non-temporary, non-interim position listed on Exhibit "A".

Section 10.2 - Cause A regular employee may be subject to disciplinary action by the City for cause. The City retains the right to discipline employees for any reason, which is in the best interest of the City. Causes for disciplinary action include, but are not limited to, the following:

- a. Incompetence or inefficiency in the performance of the duties of his/her position.
- b. Insubordination, including but not limited to, refusal to do assigned work or refusal to follow directives.
- c. Carelessness or negligence in the performance of duty or in the care or use of property.
- d. Discourteous, offensive, or abusive conduct or language toward other employees or the public.
- e. Dishonesty.
- f. Drinking alcoholic beverages or illegal use or possession of controlled substances on the job, or reporting for work while under the influence of alcoholic beverages or controlled substances.
- g. Conviction of any crime involving moral turpitude. Moral turpitude, for purposes of employee discipline, will be defined as: fraud, dishonesty, serious sexual offenses, embezzlement, theft, falsification of records, extortion, or other acts contrary to justice, honesty or morality.
- h. Repeated and unexcused absence or tardiness.
- i. Abuse of sick leave privileges.

- j. Falsifying any information supplied to the City, including but not limited to, information supplied on application forms, employment records, or any other office records.
- k. Persistent violation or refusal to obey safety rules or regulations.
- l. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting special treatment to another employee or to any member of the public.
- m. Willful or persistent violation of the directives of a supervisor or rules of the City.
- n. Any willful failure of good conduct tending to injure the public service.
- o. Abandonment of position.
- p. Conviction of any felony involving moral turpitude or the use, possession, sale or transporting of any illegal, restricted, regulated or controlled substance or drug, including, but not limited to, marijuana or any of its derivatives or extracts.
- q. Unauthorized entry, copying, possession, use or viewing of personnel or confidential files, documents or information.
- r. Violation of the City's sexual harassment policy.
- s. Violation of any provision of this memorandum of understanding.

Section 10.3 - Abandonment An employee shall be deemed to have abandoned his/her position if the employee fails to show up for work and perform his/her duties or fails to otherwise notify his/her supervisor for three (3) consecutive work days. The City shall mail a notice to the employee which informs the employee that he/she will be deemed to have resigned from his/her employment with the City unless said employee returns to work and performs his/her duties within one (1) work day from the date the letter is mailed by overnight mail or personally delivered. Said letter shall be mailed by overnight mail or personally delivered to the employee or to the employee's last known address. The employee is responsible for providing the City with the correct address.

Section 10.4 - Notice Prior to the imposition of discipline, except an oral or written reprimand or a suspension without pay of five or fewer working days (this Article does not apply to an oral or written reprimand or a suspension without pay of five or fewer days), a notice of disciplinary action shall be written in ordinary and concise language and served in person or by registered or certified mail on the employee. The notice shall indicate:

- a. The specific acts, omissions, reasons or causes upon which the disciplinary action is based.
- b. The specific rule or regulation, if any, the employee is alleged to have violated.
- c. The employee's right to a hearing before the City Manager.
- d. The deadline to request a hearing.
- e. The date the discipline will be effective.
- f. A card or paper for the employee to sign in order to request an appeal.
- g. Copies of any and all evidence or documents proposed to be used against the employee.

The Department Head shall hand-deliver or mail the Notice of Intent to impose disciplinary action to the employee at the employee's last known address as reflected on the books and records of the City. The employee is responsible for keeping the City apprised of the employee's current address. The notice shall include a statement advising the employee of the right to respond to the Notice of Intent before disciplinary action is taken within seven (7) days of the date of service. The employee shall have a right to respond orally, or in writing, or both within seven (7) days of receipt of service of the notice. If the employee wishes a hearing before the Department Head, one must be requested within seven (7) days. The employee shall have the right to be represented at the hearing. The action of the Department Head following the hearing or, if no hearing is requested, shall be final unless appealed to the City Manager. The Department Head shall provide written notice to the employee of the Department Head's final action. This notice will advise the employee of the right to appeal to the City Manager.

Section 10. 5 - Response and Representation If the employee wishes to appeal a disciplinary action, the employee shall provide a Notice of Appeal to the City Manager within seven (7) days of the notice of final disciplinary action. If the employee requests an appeal, the City Manager shall arrange a date for an appeal hearing within ten (10) calendar days of the employee's Notice of Appeal. This time may be amended on agreement with the employee and City Manager. The employee has the right to representation at the appeal hearing. The City Manager shall conduct the hearing and shall consider all relevant oral and documentary evidence presented for the purpose of determining whether the proposed action is supported factually by the evidence presented. The City Manager shall affirm, overrule, or modify in whole or in part the proposed action. The City Manager shall render a decision in writing. The decision of the City Manager shall be final. Any action to overturn or modify the decision of the City Manager shall be filed in a court of competent jurisdiction within 90 days of the decision of the City Manager.

Section 10.6 - Suspension Pending Hearing Notwithstanding any of the above, the City Manager has the right to suspend an employee, without pay, immediately and without notice provided that if the suspension is for six (6) working days or longer, all of the above procedures are followed as soon as possible after the suspension is effective, and further provided that if the charges which provided the basis for the suspension are not sustained by the City Manager, that the employee shall receive full salary and benefits for the entire time the employee was suspended.

Section 10.7 - Designee The City Manager may designate any person to serve in his place to perform the duties described of the City Manager.

Section 10.8 - Resignation The intent of any employee to resign his/her employment shall be submitted in writing to his/her immediate supervisor, giving a minimum of ten (10) working days notice. The resignation is effective upon delivery by the employee to his/her immediate supervisor and is deemed irrevocable upon delivery provided, however, that the City Manager may at the City Manager's sole discretion and authority, permit an employee to withdraw the employee's resignation.

## **ARTICLE 11**

### **SENIORITY**

Section 11.0 Seniority is defined as total length of continuous service with the City (including all service in a probationary or regular position with the former Shasta Dam Area Public Utility District) commencing upon the date the employee first rendered paid service in a position described on Exhibit "A". In determining an employee's seniority, the continuity of the employee's service will be deemed to be broken by termination of employment by reason of (1) resignation, (2) discharge for cause, (3) layoff for more than twelve (12) consecutive months, (4) failure to return immediately on the expiration of a leave of absence, (5) acceptance of other full-time employment while on leave, or (6) absence without pay, without a leave of absence, in excess of (5) workdays. Continuity of service will not be broken and seniority will accrue when an employee is (a) inducted, enlists or is called to active duty in the Armed Forces of the United States, or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights, (b) on duty with the National guard, (c) absent due to industrial injury, or (d) on leave of absence if approved by the City Manager.

## **ARTICLE 12**

## PROMOTION AND TRANSFER

Section 12.0 When vacancies occur in positions described in Exhibit "A," the City shall post notices of same on designated bulletin boards and a copy of such notices shall be mailed to the Union's Business Representative. Temporary hiring to fill any job classification within the bargaining unit shall neither require posting of notices of same nor mailing of such notices to the Union's Business Representative. Such notices shall be posted for a period of ten (10) calendar days (unless the tenth day is a non-workday, in which case, the closing date shall be the preceding workday) and shall set forth the position vacancy number, the date of posting, the classification, the location, the job definition, the rate of pay and the closing date for receipt of application. Any employee may apply to the City office for consideration in the filling of such vacancies, and the City shall consider any application received prior to 4:00 p.m., on the day specified in the notices for the closing of applications for such positions. In filling such positions, the will interview regular employees, who are within the bargaining unit who apply for such positions. For purposes of determining the most qualified candidate for the position, the City may utilize written tests, oral board examinations, background investigations, personal interviews, education, experience and seniority with the City as well as any other appropriate methods for evaluating candidates for employment. Where oral board examinations are used, bargaining unit employees may be utilized by the City to participate as observers or examiners as needed. In the event the City determines that written or oral tests or examinations are to be administered for any given position, the City shall, on the posted notice of the availability of a position covered by this section, specify that an oral and/or written test or examination shall be administered, if at all.

Section 12.1 Notwithstanding anything contained herein, the City may select any person it deems appropriate to fill the vacant position, including, but not limited to bargaining unit members who apply for the position. Notwithstanding anything contained herein, the City need not consider the application of any employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the position for which the application is submitted.

Section 12.2 Whenever a vacancy occurs in any job classification, the City may, at its discretion, temporarily fill such vacancy.

Section 12.2.1 The City shall post the results of the filling of any job vacancies on bulletin boards in all work locations. If current employees apply for any vacant position and are rejected, they shall be provided with written notice of the rejection within ten working days of the decision.

Section 12.3 A temporary vacancy is one created by an employee's absence from work due to illness, disability, PTO or leave of absence, or a vacancy of less than six (6) months' duration.

## **ARTICLE 13**

### **INCLEMENT WEATHER PRACTICE**

Section 13.0 Regular or probationary employees who are unable to work' in the field because of the City's determination that the weather is inclement, after consultation with employees in the field, or because of the City's determination for other reasons that the employee should not work in the field will receive pay for the full day, provided they have reported for duty. After reporting for duty, such employees will be assigned other duties outside the customary course and scope of their job description, held pending emergency calls, or given other instructions.

Section 13.1 The City, in arriving at its determination that the weather is inclement, shall take into account such factors as: (a) employee health and safety; (b) undue hazards, (c) operating requirement; (d) service to public; (e) job site working conditions; (f) anticipated duration of time required to leave unfinished job in safe condition; (g) anticipated duration of inclement weather; and (h) distance from job site to operating headquarters.

## **ARTICLE 14**

### **HOLIDAYS**

Section 14.0 Regular and probationary employees shall be entitled to have following holidays off with pay:

1. January 1 - New Year's Day
2. Martin Luther King's Day (Third Monday in January)
3. Presidents' Day
4. The last Monday in May
5. July 4
6. The first Monday in September
7. November 11, known as Veterans' Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. December 25

Section 14.1 Except as provided herein, whenever any of the holidays falls on a Sunday, the holiday shall be observed by the City on the following Monday. Whenever any of the holidays falls on a Saturday, the preceding Friday shall be observed by the City as a holiday. Notwithstanding the foregoing, for those employees who are regularly scheduled to work other than Monday through Friday, whenever any of the above-listed holidays fall on a Saturday or Sunday, and that day is an employee's regular work day, the holiday shall be observed on the day before an employee's first regular day off. Whenever a holiday falls on such employee's second regular day off, the holiday shall be observed, the day after such employee's second regular day off.

**ARTICLE 15**

**PAID TIME OFF**

Section 15.0 Regular and probationary full-time employees of the City with a regular work week of forty (40) hours shall accrue annual paid time off (PTO) with pay as follows:

	Hours Per Pay Period	Days Per Year
0 through 4 <sup>th</sup> year of service	6.15 hours	20 days
5 <sup>th</sup> through 9 <sup>th</sup> year of service	7.69 hours	25 days
10 <sup>th</sup> year of service and over	9.23 hours	30 days

PTO for regular or probationary employees working fewer than 40 hours per week shall be prorated.

Section 15.1 PTO cannot be accrued while an employee is in a non-pay status.

Section 15.2 All PTO shall be scheduled and taken in accordance with the best interest of the City and the department in which the employee is employed and by arrangement with the City Manager and the employee's Department Head. PTO will be scheduled throughout the calendar year. Employees with greater seniority will be given preference over those with less seniority in the selection of a PTO period, provided, however, that if the senior employee splits the employee's PTO by requesting less than a full year's allowance to be scheduled on consecutive workdays, the employee's preferential rights shall only apply on one period in that calendar year prior to all other employees being given consideration in the selection of their first choice PTO period.

Section 15.3 Each employee shall have one (1) hour deducted from his/her accrued PTO for each hour of PTO taken. PTO time taken shall be recorded on the employee's time sheet.

Section 15.4 No PTO request of less than fifteen (15) minutes will be approved. The maximum amount of PTO that may be taken at one time shall not exceed twenty (20) working days without approval by the City Manager.

Section 15.5 Paid PTO shall continue to accrue in accordance with the above provisions during any period of leave with pay.

Section 15.6 The maximum hours of PTO allowance that can be accumulated is as follows:

<b>Years of Service</b>	<b>PTO Hours Allowed</b>
0 through 4 <sup>th</sup> year of service	240 hours
5 <sup>th</sup> through 9 <sup>th</sup> year of service	300 hours
10 <sup>th</sup> year of service and over	360 hours

All employees shall schedule PTO hours during the next fiscal year as to keep accrued PTO hours within the above schedule. If the employee fails to so schedule PTO time, then the City may at its discretion schedule the employee on PTO.

Section 15.7 Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive pay for any unused PTO hours previously earned.

## **ARTICLE 16**

### **SICK LEAVE**

Section 16.0 Sick leave with pay shall be accumulated for each regular and probationary employee at the rate of thirty-eight thousandths (.038) of an hour for each regular hour worked, or on paid leave without limit during regular employment with the City.

Section 16.1 Sick leave shall be allowed for an absence due to: (a) beginning with the first regularly (1st) scheduled work hour due to the inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury or confinement for medical treatment; (b) beginning with the first (1st) regularly scheduled work hour due to infrequent non-chronic illness of the employee's mother, father, brother, sister, spouse, children or parent of a spouse which requires the employee's attendance (this may be granted only at the discretion of the Department Head of the employee); or (c) beginning with the first (1st) regularly scheduled work hour due to pregnancy, when a physician has certified to the employee's physical inability to perform the work due to pregnancy or childbirth, (d) shall include absences for or following the birth of employee's child, (e) beginning with the first (1st) regularly scheduled work hour absent due to illness or injury requiring the employee to be hospitalized and (f) beginning with the first (1st) regularly scheduled work hour absent due to an outpatient surgery procedure or on the job injury.



Section 16.2 The City will require submittal of a sick leave affidavit (attached hereto as Exhibit C) as satisfactory evidence of sickness or disability before payment for sick leave will be made. The City may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a medical examination by a physician or physicians approved by City for the purpose of determining that such employee is physically fit and able to perform the duties of the employee's former position without hazard to the employee, or to the employee's fellow employees or to the employee's own permanent health or to the public. Such examination or examinations shall be at the sole expense of the City and the report from the physician shall be made to the City Manager.

Section 16.3 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such and it shall not be counted as a day of sick leave.

Section 16.4 Each employee shall have one (1) hour deducted from his/her accrued sick leave time for each regularly scheduled working hour that he/she is on paid sick leave. Sick leave time taken shall be recorded on the employee's time sheet.

Section 16.5 In the event that an employee is absent on paid sick leave in excess of three (3) consecutive working days, the employee may be required to file with the appropriate Department Head a written statement by a physician certifying that the employee's condition prevented him/her from performing the duties of his/her position.

Section 16.6 Whenever a regular employee voluntarily terminates employment after ten (10) or more consecutive years of service, the employee may elect to be paid at the employee's regular rate of pay for twenty-five percent (25%) of his/her accumulated sick leave hours, provided, however, that the maximum payment shall be for no more than one hundred (100) hours. Upon retirement, employees hired prior to July 1, 2016 may elect to have any remaining sick leave balance, if applicable, converted to service credit per PERS Section 20965. Employees hired after July 1, 2016 may not elect a sick leave payout, all sick hours at the time of retirement may be converted to service credit per PERS Section 20965.

Section 16.7 In the event that an employee becomes ill during working hours and is placed on paid sick leave prior to the close of the work day, such paid sick leave shall be calculated to the nearest hour.

Section 16.8 In the event an employee uses all accrued sick leave and PTO and is still unable to return to work, the employee may request an unpaid leave of absence. If the employee does not return to work within 180 days of exhaustion of sick leave and PTO, then the employee may be discharged from employment.

Section 16.8.1 An Employee who has been continuously employed by the City for five (5) years and who has exhausted his/her entire balance of sick leave, PTO leave and all other paid leaves, if any, and who has been absent from work for twenty (20) working days in any consecutive six (6) months (including time off from work on sick leave) due to an illness or injury which is not covered by industrial accident leave, Section 17, (the qualified employee) is eligible for the benefits of this section. An employee who is absent from work under the provisions of Section 17, Industrial Accident Leave, is not a qualified employee under this Section and is not eligible for the benefits of this Section. Upon the written request of the qualified employee to the City Manager or designee, the City Manager or designee shall issue to all employees a "call for donations" for sick leave. The "call for donations" shall specify the name of the requesting qualified employee. Employees may, within twenty (20) days of the issuance of the "call for donations," respond thereto and request in writing that the City transfer to the qualified employee up to, but no greater than, five (5) days of sick leave from the responding employee to the qualified employee. The dollar value of the sick leave of the responding employee shall be calculated and translated into the appropriate amount of sick leave for the qualified employee based on the qualified employee's rate of pay. A "call for donations" for a qualified employee shall be issued for that qualified employee, upon his or her written request, not more often than once every sixty (60) days. If the qualified employee ceases to be an employee of the City at anytime after the transfer of sick leave from responding employees, any sick leave credited to the qualified employee shall remain as an account on the City's records and shall be automatically credited by the City to the next qualified employee who requests that the City Manager issue a "call for donations. " If the qualified employee returns to work, then any sick leave credited to the qualified employee shall remain credited to the employee's sick leave account balance and shall not be returned to the responding employee(s) sick leave account.

Section 16.9 An employee shall continue to earn sick leave as provided in Section 16.0 while on paid leave of absence due to illness.

Section 16.10 On termination of employment, no salary will be paid for sick leave days not used, except as provided in 16.6.

## ARTICLE 17

### **INDUSTRIAL ACCIDENT LEAVE**

Section 17.0 In the event that any employee of the City is absent from work as a result of any injury or disease, which comes under the State of California Workers Compensation Insurance and Safety Act, such absence shall be considered to be industrial accident leave. Industrial accident leave shall be noted on the employee's time sheet.

Section 17.1 Any employee on industrial accident leave shall continue to be compensated pursuant to Disability Insurance Compensation provisions. Any employee on Industrial Accident and Illness Leave shall be entitled to use the sick leave benefits of Article 16 in conjunction with the compensation pursuant to the disability insurance compensation provisions, so as to be paid up to, but not exceeding, full salary. Excess compensation shall not be paid, and any employee receiving compensation in excess of their regular compensation shall remit overpayments to the City, immediately.

Section 17.2 Industrial accident leave shall begin the first day of such absence and shall continue for a total of not more than six (6) months.

Section 17.2.1 In the event that an employee who has returned to duty from industrial accident leave is subsequently absent from work as a result of the same injury or disease, such absence shall be considered to be a part of the original industrial accident leave.

Section 17.3 PTO and sick leave shall not accrue for any employee on industrial accident leave.

Section 17.4 All injuries sustained in the course of employment shall be reported at once to the Department Head who shall file a written accident investigation report to the City Manager.

Section 17.5 The Department Head shall, within 24 hours, submit a copy of all reported injuries to the City Manager.

Section 17.6 The City shall continue to contribute the maximum premium for medical, hospital, surgical, major medical, life, dental and vision insurance as set forth in Section 20.3 for a combined maximum of 6 months during any 36 months when a regular employee is absent from work as a result of any injury or disease which is covered by Industrial Accident Leave. In no event shall the City pay its contribution for such insurance in excess of 6 months during any 36 months while a regular employee is absent on Industrial Accident Leave.

## **ARTICLE 18**

### **JURY DUTY**

Section 18.0 In the event an employee is duly summoned to any court for the purpose of performing jury duty or for the purpose of serving as a witness for the City, the employee shall receive compensation as specified herein.

Section 18.0.1 A paid leave of absence shall not be granted for time spent in court on personal cases or when the appearance as a witness is not connected with his/her official duty. The City will grant an unpaid leave of absence to an employee, if the employee is subpoenaed to testify in court on a case not related to City business.

Section 18.0.2 Employee shall pay to the City any remuneration received from the Court, except expenses for transportation, meals and lodging while on a paid leave of absence.

Section 18.0.3 The employee shall return to work if the employee is excused from jury duty or witness service within normal working hours.

Section 18.0.4 No deduction will be made from the employee's regular earnings for hours lost from scheduled work time as a result of jury duty or witness service for the City.

## **ARTICLE 19**

### **LEAVE OF ABSENCE**

Section 19.0 An employee may request a leave of absence without pay.

Section 19.0.1 An employee who has need to be absent from work, and who is not eligible for leave with pay, may request to be placed on leave without pay. Leave without pay may be granted by the employee's Department Head. Leave without pay in excess of one week shall require the approval of the employee's Department Head and the City Manager by the issuance of a Personnel Action Form.

Section 19.0.2 An employee on leave without pay shall receive no compensation and shall accumulate no PTO or sick leave while on such leave.

Section 19.0.3 An employee returning to work from leave without pay shall be paid the same salary he/she was paid prior to such leave.

Section 19.0.4 An employee who is on leave without pay shall pay to the appropriate agency all debts usually paid by payroll deductions. The City is not responsible for making any such payments.

Section 19.0.5 Upon the request of an employee, the City and the Union shall discuss the applicability of the Moore-Brown-Roberti Family Rights Act (Government Code section 12945.2 and 19702.3) and the Federal Family and Medical Leave Act of 1993 and ascertain the applicability of its provisions with respect to any requested leave of absence.

## **ARTICLE 20**

### **FRINGE BENEFITS**

Section 20.0 Break periods shall be granted all employees in the City. They shall be scheduled to come at approximately mid-morning and mid-afternoon and shall not exceed fifteen (15) minutes each. The break period shall not interfere with the completion of emergency work. The break period is not accumulative.

Section 20.1 Unemployment insurance shall be paid by the City in accordance with the laws of the State of California.

Section 20.2 - Retirement Plan All regular employees are covered by a retirement program by way of an agreement between the City and the State of California Public Employee's Retirement System (PERS). The Employee shall pay 100% of the employee contribution amount for the PERS retirement program.

Section 20.2.1 For employees hired prior to July 1, 2012 the City shall contract with PERS for PERS plan identified as the Section 21354.3, 3% at 60 and Full and Modified Formula for Local Miscellaneous members. For employees hired after July 1, 2012, the City shall contract with PERS for PERS plan identified as the Section 21353, 2% at 60 and Full and Modified Formula for Local Miscellaneous members, and Section 7522.20 2% at 62 as required under the Public Employees' Pension Reform Act of 2013 (PEPRA).

Section 20.2.2 The City shall contract with PERS for One Year Final Compensation Plan (Section 20042) for Local Miscellaneous members, and Section 20965, Credit for Unused Sick Leave for Miscellaneous Members.

Section 20.3 - Group Insurance Effective the first day of the month following completion of one (1) month's employment, all regular and probationary employees are eligible to participate in group insurance benefits consisting of health, life, vision and dental plans. The City will pay 100% of the PERS Select health plan including dental/life and vision for the term of the agreement for a single, 2-party or family plan. Employees may elect a higher cost single, 2-party or family health plan, however the employee will pay the difference in cost through payroll

deductions. It is understood that employees may not be able to switch to the lower premium plan until January 1, 2017.

Section 20.3.1 Each employee may elect not to participate in the medical, hospital, surgical, and major medical plan. Coverage shall also include life insurance (employee only), and for employee and employee's dependents, a dental and vision plan, unless the City selects a provider that requires full employee participation. Any new provider selected by the City, shall provide substantially the same level of benefits as the then current provider. (The employee need not participate in the health plan to qualify for dependent coverage on dental and vision.) The City's share of contribution to this benefit (defined as the maximum City insurance contribution) shall be applied first to the cost of employee life insurance, and for employee and employee's dependents, dental and vision coverage. Secondly, the remainder of the City Cap (as defined above) shall be applied to the cost of medical, hospital, surgical, and major medical benefits, for the employee first, and dependents second, unless the City selects a provider that requires 100% employee participation. (See above). All sums in excess of the maximum City insurance contribution per employee per month shall be withdrawn from the employee's paycheck by automatic payroll withdrawal and such excess monthly premiums shall be paid to the insurance carrier, broker or otherwise as appropriate.

Section 20.3.2 The PERS health plan provides vesting pursuant to Government Code § 22893.

Section 20.4 Effective the first day of the month following completion of one (1) month's employment, all regular and probationary employees are eligible to participate in the group short and long-term disability insurance through Standard Insurance Company according to the terms, conditions and eligibility requirements of such insurance. The premium for such insurance shall be paid by the City. The Standard Insurance Short-Term Disability Policy will be amended to permit a represented employee to be eligible for short-term disability after a two-week waiting period.

Section 20.5 The Standard Life Insurance Policy will be in the amount of 1.5 times the decedent's salary, rounded to the next higher multiple of \$1,000.00 not to exceed \$150,000. Represented employees will, at employee's sole discretion, be permitted to purchase supplemental life insurance through payroll deductions at the employee's expense.

Section 20.6 Effective July 1, 2016, employees will contribute \$40 fixed per pay period (26 pay periods annually) toward retiree health care. The employees deductions will be treated as a pre-tax contribution as

allowed by the Internal Revenue Service. All contributions become an asset of the City's other post-employment retiree health care trust and are not refundable upon separation from the City.

## ARTICLE 21

### EXPENSE ALLOWANCE

Section 21.0 Travel expense allowances for employees while on City business shall be provided in accordance with regulations established by the City Manager.

Section 21.1 - Travel Claims Travel claims shall be prepared and approved in advance by the requestor's supervisor and City Manager or designee.

Section 21.1.1 Excess claims for meals and/or lodging associated directly with the conference and meeting being attended may be approved upon documentation.

Section 21.1.2 Upon completion of travel, completed claim form will be submitted to Finance with receipts.

Section 21.1.3 Mileage will be reimbursed at the current rate specified for reimbursement by the Internal Revenue Service when the employee uses his or her private vehicle.

Section 21.2 If the City requires an employee to perform work for one and one-half (1 1/2) hours or more beyond the regular work hours, it will provide the employee with a meal and with meals at intervals of approximately four (4) hours, but not more than every (5) hours insofar as it is possible for the City to do so. The reasonable cost of any meal will be at City's expense. This section applies only to unplanned or emergency overtime and not to planned and scheduled in advance overtime.

Section 21.3 In instances of emergency or unplanned overtime, if the City requires an employee to perform work outside of regular hours on either workdays or non-workdays, the City will provide meals at intervals of approximately four (4) hours, but not more than five (5) hours insofar as it is possible for the City to do so and for as long as the work continues. The reasonable cost of any such meal will be at the City's expense. Where any such work extends into regular work hours on workdays, the foregoing provisions shall be operative until such time as the employee is released from work for the day providing, however, that such work period starts at least two (2) hours or more before regular starting

time. The employee may be compensated one hour (1) at the appropriate overtime rate for each overtime meal earned, but not taken.

Section 21.4 When prearranged work is to be performed during regular work hours on non-workdays and the employee is given adequate time to prepare a lunch, the normal lunch practices will be followed on such days.

Section 21.5 The meals provided for herein, are intended to be comparable substitutes for the meals an employee normally consumes.

Section 21.6 The City will provide, at its expense, physical examinations required by the State of California for certain classes of driver's licenses for those employees required to have said license, further the City shall reimburse employees for the amount of such license that exceeds the fee' for a regular driver's license.

Section 21.7 It is the intent of the parties to provide employees with necessary and appropriate safety equipment, including boots. Boots to be provided will be based on the employee's duties and responsibilities, and the purchase price of which will be subject to the approval of the Employee's Supervisor. It is intended that the employee have a significant part of the responsibility for selection of style and type within the framework of the City's safety program and policies, as well as with due and appropriate moderation insofar as costs are concerned. The City will provide boots subject to the City's Injury and Illness Prevention Program and Article 7 and subject to meet and confer requirements. The City shall pay a boot rebuilding allowance for boots based on specific policies to be developed by the City and subject to the meet and confer requirements. The boot rebuilding allowance shall be paid upon submission to the City of a receipt for same, or the City may, at its sole discretion and authority, establish accounts at suppliers normally providing boots for those employees provided boots required by this article.

## **ARTICLE 22**

### **PAYROLL DEDUCTIONS**

Section 22.0 Deductions of authorized amounts may be made from employees' pay for the following purposes:

Section 22.0.1 Withholding tax, and other Federal and State taxes or contributions.

Section 22.0.2 Contributions to retirement benefits, if applicable.

Section 22.0.3 Payment of life insurance and accidental death and dismemberment insurance program, if applicable.

Section 22.0.4 Payment of medical, dental, vision and/or life insurance premiums.



Section 22.0.5 Payment of other Federal, State or approved employee requested deductions (e.g. child support payments).

Section 22.0.6 Court ordered deductions and garnishments.

Section 22.0.7 Union dues as voluntarily requested by the employee.

## **ARTICLE 23**

### **BEREAVEMENT LEAVE**

Section 23.0 Regular employees shall be entitled to bereavement leave, which shall not be charged against accrued sick leave, up to a maximum of five (5) working days for each non-concurrent death in the immediate family. The employee shall, in writing, notify the Department Head of the time of expected absence and the date of return to work.

Section 23.1 For the purpose of this policy, immediate family means the employee's mother, father, brother, sister, son, daughter, stepchild, grandparent, grandchild, spouse, or spouse's mother, father, brother, sister, son, daughter, grandparent or grandchild or any relative residing in the employee's household.

## **ARTICLE 24**

### **LAYOFF AND REINSTATEMENT**

Section 24.1 This article is applicable only to regular employees who are employed in positions described in Exhibit "A" and is not applicable to any other persons.

Section 24.2 When the City decides to layoff regular employees, the City will give affected employees at least two (2) weeks notice of such layoff.

Section 24.3 The order of layoff will be determined by seniority. Employees with the least seniority in a classification as described on Exhibit "A" "Job Definitions" will be laid off first. Seniority is defined as the day the employee commenced work with the city or its predecessor, the Shasta Dam Area Public Utility District. An employee who is to be laid off may elect to displace another employee in a lower paid class if qualified and experienced to perform the lower level duties, and if his/her seniority is greater than that of the employee being displaced. The election by the employee who is to be laid off must be made in writing to the City Manager within five (5) days of the day the employee receives notice of layoff.

Section 24.3.1 Within sixty (60) days of the date the displacement occurs, the employee who elected the displacement must demonstrate that he/she is able to perform the duties of the lower class competently and efficiently. If not, the employee may be laid off in accordance with this policy.

Section 24.4 Within one year of the date the employee was laid off from employment, the City shall offer reemployment in any permanently vacant position in the same or any lower paid classification described on Exhibit "A" to the most senior laid off employee if the City determines that the employee is qualified to fill the position and based upon the City's evaluation of the prior job performance of the employee. An offer of reemployment shall be mailed to the employee certified mail, return receipt requested. It is the responsibility of the laid off employee to provide written notice to the City of the employee's current mailing address. The employee shall respond in writing within 12 days of the date the offer of reemployment is mailed and shall return to work on the date specified in the offer of reemployment which shall be no earlier than 14 days after the date the offer of reemployment is mailed. If the laid off employee does not timely respond in writing or timely return to work on the date specified, then such non-response or failure to return to work is deemed a denial of the offer of reemployment.

Section 24.4.1 If a laid off employee accepts reemployment in a position other than the position from which the employee was laid off, then the employee must demonstrate that he or she is able to perform the duties of that position within sixty (60) days of the date the employee commences work in the position. If the employee does not so demonstrate that he or she is able to perform the duties of that position, then the City may terminate the employment of the employee and return the employee to laid off status.

Section 24.4.2 If a laid off employee elects to displace another employee or accepts employment in a position other than from which the employee was laid off, then the employee shall be offered reemployment in a permanent vacancy which occurs in the position from which the employee was laid off, for one year from the date of layoff. If an employee elects to displace another employee or accepts employment in a position other than from which the employee was laid off, the City is not required to offer such employee employment in another position which is not the position from which the employee was laid off. Any such offer of reemployment to such position shall be based on the seniority of the laid off employee. Reemployment shall be in the reverse order of layoff with the most senior laid off employee offered reemployment first.

## **ARTICLE 25**

**TERM**

Section 25.1 This Memorandum of Understanding shall be in effect commencing July 1, 2016 and concluding June 30, 2020.

Section 25.2 Any provision of this Memorandum of Understanding which may be in conflict with any Federal or State law regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of this Memorandum of Understanding, however, shall remain in full force and effect.

Section 25.3 This memorandum of understanding shall not be amended or supplemented except by agreement by the parties hereto, reduced to writing and duly signed by each.

**ARTICLE 26**

**COMPLETION OF NEGOTIATION**

This agreement constitutes the full and complete Memorandum of Understanding between the City and the International Brotherhood of Electrical Workers, Local 1245 effective July 1, 2016 through June 30, 2020. Neither party is required to negotiate with the other party on any topic within the scope of negotiation during the term of this agreement. All proposals not included herein are deemed withdrawn and shall be of no force or effect.

**SIGNATURE PAGE**

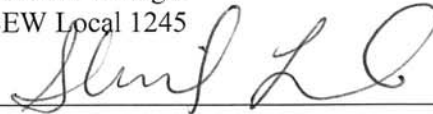
IN WITNESS WHEREOF, the undersigned have executed the within document this 21<sup>st</sup> day of February 2017, at the City of Shasta Lake, California.



John N. Duckett, Jr.  
City Manager  
City of Shasta Lake



Tom Dalzell  
Business Manager  
IBEW Local 1245



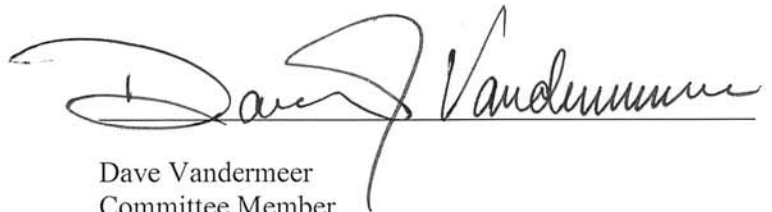
Sheila Lawton  
Business Representative  
I.B.E.W.



Richard Kern  
Mayor  
City of Shasta Lake



Ben Fisher  
Committee Member  
I.B.E.W.



Dave Vandermeer  
Committee Member  
I.B.E.W.

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**4/13/2017**

Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.

## **EXHIBIT "A"**

### **CLASSIFICATION DESCRIPTIONS**

The classification descriptions included herein.

### **JOB DEFINITIONS**

The job definitions included herein are intended to be general guidelines regarding the duties to be performed by an employee holding a particular classification and are not to be construed as restrictions on the duties an employee may perform. Any employee may be assigned to perform the duties of a classification which has an equal or lower wage rate, and any employee may be assigned to perform other duties which are related to those defined in the employee's particular job classification. Compensation, when assigned to perform duties of an equal, lower, or higher wage rate, shall be paid in accordance with the provisions of the Memorandum of Understanding.

#### **LINEMAN:**

An employee who is at the journey level and is engaged in performing all classes of electrical power transmission and distribution system construction, maintenance and operation work. May be required to operate a truck, equipment, and any tools used in connection with the employee's duties. Maybe required to work alone in troubleshooting electrical power distribution system problems. May be required to direct the work of other employees. Must have a background of apprenticeship and experience, which shall be such as to qualify the employee to perform these duties with skill and efficiency.

#### **TROUBLEMAN:**

An employee who has the craft qualifications of a journeyman lineman and performs alone any work in connection with providing and maintaining services to the public, such as installing electric service and all types of meters, replacing line and equipment fuses, patrolling, switching, restoring service with no light, no power, operating substations, inspection for proper function and performing minor repairs, maintenance and adjustments to City facilities, such as operation and complaints. May be required to trim trees and brush to clear City right-of-ways. In trouble and emergency work involving immediate hazard to life or property, may be required to work alone to cut circuits of over 600 volts in the clear. The employee shall be capable of performing the duties with skill, efficiency, tact, diplomacy, and safety.

### ELECTRIC LEAD WORKER:

An employee who is a lead worker in charge of a crew of employees engaged in performing all classes of electric power transmission and distribution system construction, maintenance and operation work. Shall have the personal qualifications of leadership and supervisory ability, the craft qualifications of a lineman and be familiar with the City's construction and safety standards, accounting procedures, General Order 95 and 128 and all other applicable rules and regulations.

### APPRENTICE LINEMAN:

The Apprentice Lineman is in training to be an Electrical Lineman in the electrical trade. During the apprentice term, the apprentice shall be provided training and experience in order to assure that upon completion of the appointment, the apprentice will possess the theoretical and practical knowledge, skill, and ability, to enter the trade and perform successfully as an electrical lineman, as detailed in the "Apprenticeship Program Handbook".

The duties of the apprentice, through work experience and job operations, is to learn theory and technical subject matter of the trade. From time to time, the employee may be required to perform other duties as required by the day-to-day operation of the City (ground worker duties, tree trimming, etc.).

### ADMINISTRATIVE SERVICES ASSISTANT:

The Administrative Services Assistant is responsible for meeting with customers to discuss and resolve power related items; preparing service specifications and requirements for new electric customers; preparing construction estimates and drawings for the construction and reconstruction of electric transmission and distribution facilities; maintaining transformer data records; preparing and updating electric maps, preparing standard drawings; reviewing material requirements; managing joint pole transactions; inspecting underground development installations; and other duties as assigned.

### LINE STAKING TECHNICIAN:

The Line Staking Technician is responsible for preparing drawings and specifications for electrical distribution lines; preparing construction material lists; performing cost estimates and preparing job orders using a design software program; meets with and assists customers and developers providing accurate and timely information; remains current and knowledgeable on all applicable National Electric Safety Codes, and California General Orders 95, 128, and 165; maintains familiarity with the feeds and sectionalizing of all distribution lines. Produces and maintains mapping systems

and is accountable for data quality with the mapping systems, maintains and updates maps as required to reflect construction and or maintenance activities. Assists and performs integration of mapping system data as necessary to support other City programs and systems. Provides support as the back-up Meter Reader/Warehouse Worker on an as needed basis; and other duties as assigned.

DRIVERS LICENSE REQUIREMENT:

Possession and maintenance in full force and effect of a valid Class C California drivers license is required for the following positions:

Administrative Services Assistant

Line Staking Technician

Possession and maintenance in full force and effect of a valid Class A California drivers license is required of the following positions:

Lineman

Electric Lead Worker

Troubleman

Apprentice Lineman (After One Year)

*EXHIBIT "B" – SCHEDULE OF WAGE RATES*

<b>IBEW - Schedule of Wage Rates</b>		
<b>Hourly Lineman Wage Averaging Calculation Effective July 1, 2016</b>		
LMUD	2.00%	48.53
Trinity PUD		55.36
PSREC	2.50%	49.59
Average:		51.16
<b>COSL Lineman Base Rate 7/1/2013:</b>		
Rubber Glove	6.00%	49.46
Wage Averaging Adj.	3.43%	51.16
OPEB Contribution (Hourly Lineman Wage Avg. 7/1/2016)	1.00%	51.67
<b>Wages Effective 7/1/2016:</b>		
Lineman Hourly Base Wage Effective 7/1/2016		51.67
Line Staking Tech (80% of Lineman base wage)		41.34
Trobleman (4.66% above the Lineman base wage)		54.08
Electric Lead Worker (7.50 above the Lineman base wage)		55.55



**EXHIBIT “C”**

**City of Shasta Lake**

**Sick Leave Affidavit**

<b>Employee Name:</b>	<b>Date(s) Absent:</b>
<b>Department:</b>	<b>Hours of Sick Leave Used:</b>

**I was absent from my scheduled work due to the following reason:**

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**I confirm that this was a valid use of sick leave in compliance with the City of Shasta Lake's PTO and/or Sick Leave Policy, and if over three days (24 hours) of sick leave have been used, I have attached a doctor's release:**

<b>Employee Signature:</b>	<b>Date:</b>
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**Accepted and Acknowledged:**

<b>Department Head:</b>	<b>Date:</b>
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<b>City Manager:</b>	<b>Date:</b>
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