

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
YUBA COUNTY WATER AGENCY AND  
I.B.E.W. LOCAL 1245

Effective January 1, 2004 -  
December 31, 2007

YUBA COUNTY WATER AGENCY  
EMPLOYMENT POLICY, CLASSIFICATIONS AND SALARIES

1. **DEFINITIONS**

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

- 1.1 **Agency** means the Yuba County Water Agency.
- 1.2 **Regular Employee** means any employee, who occupies a position as authorized in Appendix B.
- 1.3 **Part Time Employee** means a regular employee who is regularly assigned to work less than a normal full time schedule.
- 1.4 **Extra Help Employee** means any employee who is employed for a period of short duration, not to exceed 1000 hours of compensable labor in any calendar year, for work of a seasonal, part-time or emergency nature.
- 1.5 **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.
- 1.6 **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, but does not include any allowances authorized or incurred as incidents to employment.
- 1.7 **Monthly Salary** means the amount of individual cash compensation for a full month of service, as set forth for the various classes in Appendix B - Basic Salary Schedule.
- 1.8 **Hourly Rate** means the amount of individual cash compensation for a full hour's service, as set forth in Appendix B - Basic Salary Schedule.
- 1.9 **Board** means the Board of Directors of the Yuba County Water Agency.
- 1.10 **Immediate Family** shall be limited to: an employee's spouse, 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. **APPLICABILITY**

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

## 3. **PAYMENT OF SALARY**

### 3.1 **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.

### 3.2 **Hourly Rate**

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

### 3.3 **Extra Help Employees**

Except as otherwise provided by law, extra help employees shall not be paid for holidays not worked, nor shall they accrue paid vacation leave, sick leave, or any other type of leave with pay, nor shall they be entitled to group health insurance, retirement, or any other fringe benefit accorded regular employees. The rates of pay for such employees constitute complete compensation for services rendered.

### 3.4 **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.

### 3.5 **Classification**

When an employee is assigned to work in another classification listed in Appendix B of the Yuba County Water Agency Employee Policy document for periods of at least four (4) hours in a work day, 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.) Utilitymen 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.

**4. 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 System 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.

**5. OVERTIME**

**5.1 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 12, 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.

**5.2 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 5.1; 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, 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.) 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 four consecutive days 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.
- e.) 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.

### 5.3 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 5.5 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 5.5 hereof.

### 5.4 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.

## 5.5 **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 5.4 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.

## **5.6 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 therefor.

## **5.7 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.

## **5.8 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 therefor and the usual practice relating to lunch periods on workdays shall prevail.

## **5.9 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.

**5.10 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 5.9 hereof.

**5.11 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.

**5.12 Meals - Prearranged Work - Extended Hours**

If prearranged work as described in Section 5.11 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.

**5.13 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 therefor and the usual practice relating to lunch periods on workdays shall prevail.

**5.14 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.

**5.15 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 therefor 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	\$ 8.00
(ii)	Meal nearest midpoint of regular hours	\$ 8.00
(iii)	Meal nearest regular quitting time	\$15.00
  - 2.) Meal following dismissal from work \$15.00
  - 3.) Meal missed during a work period \$15.00
- c.) "Regular hours, starting time, lunch period and quitting time" on a non-workday are the same as those of a workday.

**5.16 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.

**5.17 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 5.17.
- 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 5.17(c).
- c.) **Transportation Options** - In arranging transportation under the provisions of Section 5.17(a) and 5.17(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.

## 5.18 Remote Reporting

Agency will provide parity with P.G. & E. based on distance beyond normal day-to-day commute distance (less than 15 miles and more than 15 miles). [PG&E ¶ 202.21c]

## 6. HOURS OF WORK

### 6.1 Regular Hours

The regular work hours of all Agency employees shown on Appendix B shall be from 7:00 a.m. to 3:30 p.m., with one-half (½) 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.

### 6.2 Part-Time Employee

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

### **6.3 Extra Help Employee**

The hours of work per week for extra help employees shall be established by the Power System Manager or the General Manager.

### **6.4 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.

## **7. 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 PG&E's weighted average for the "second shift" per hour for all hours or fractions thereof worked between 3:30 p.m. and 11:30 p.m. and the PG&E's weighted averaged for the "third shift" 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 the equivalent to PG&E's weighted average for the "third shift".

## **8. 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.

## **9. VACATION**

### **9.1 Rate**

Regular employees shall accrue vacation leave on the basis of one and one-quarter (1-1/4) days for each full calendar month of service. After an employee has worked for the Agency ten (10) years employee shall accrue an additional

three (3) days vacation per year. 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.

## 9.2 **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 accrue vacation leave beginning as of that date. Vacation credit shall accrue on the last day of the month for which vacation leave is being accrued.

## 9.3 **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 year. 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 the first day of July of the calendar year in which employee qualifies for a service anniversary vacation, and must be taken in the following twelve (12) months. If any employee terminates employee's employment prior to completion of five (5) consecutive years, employee 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.)

## 9.4 **Agency Requirements**

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

## 9.5 **Cash Compensation**

Vacation leave shall be accumulated to the individual's "maximum accrual". (See Section 9.1) Any employee who, on January 1 of any year, has more than the "maximum accrual" vacation credited to him/her must take all vacation in excess of the "maximum accrual" in that calendar year. The extra vacation provided in Section 9.3 shall not be exempt from this provision. 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.

#### 9.6 **Use Of Vacation Leave**

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

#### 9.7 **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.

### 10. **SICK LEAVE**

#### 10.1 **Rate**

Regular employees shall accrue sick leave of one and one-quarter (1-1/4) days for each full calendar month of service. There is no limit to the accumulation of accrued sick leave. The Power System Manager may require a doctor's certificate or other documentation to verify an employee's claim of sick leave.

#### 10.2 **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 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 accrued.

#### 10.3 **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 11.7,
- 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 required the care and assistance of the employee. Up to five (5) days per year of sick leave maybe used for this purpose. The Power System Manager shall approve sick leave for this purpose after having ascertained that the absence was for the reason authorized herein. The Power System Manager may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate.

#### 10.4 **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 shall be paid a sum equal to forty-five (45%) percent of employee's earned sick leave, up to a maximum 1,040 hours, 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. An employee with an accrual on January 31, 2004 that exceeds 1,040 will continue accruing further hours, but, upon death, retirement or separation, unless terminated for just cause, will receive 45% of their accrued balance up to 1,040 hours, plus 35% of the difference between 1,040 and the remainder of their accrual balance on January 31, 2004. If said employee's excess accrual falls below its January 31, 2004 level, then that reduced accrual balance will become the employee's new setpoint.

### 11. **SPECIAL LEAVES**

#### 11.1 **Eligibility**

"Leave of absence" without pay shall be granted to regular employees, under the conditions set forth in this Section 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 ten consecutive

workdays. 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 ten consecutive workdays or less shall also be authorized under these provisions.

## **11.2 Periods of Leave**

- a.) The Agency may grant a "leave of absence" without pay to a regular employee for a period not in excess of six consecutive months. It may grant an additional "leave of absence" without pay to such employee if personal circumstances and service to the Agency warrant the granting thereof. A "leave of absence" will not be granted which will exceed twelve consecutive months.
- b.) Child Care Leave: A regular employee who has become a parent by the birth or adoption of a child, or has become the legal guardian of a child shall be entitled to an unpaid "leave of absence" for a period not to exceed six consecutive months, without reference to urgent and substantial personal reasons to care for such newborn or adopted child. When an employee who was granted a leave for child care applies for reinstatement the employee will be returned to the employee's former classification and headquarters which the employee vacated.

An employee shall be entitled to an additional "leave of absence" for a period not in excess of six consecutive months for child care with the understanding that the employee may return to work provided a vacancy exists in the classification and headquarters which the employee vacated, or in a classification lower thereto in the Line of Progression at such headquarters.

If a vacancy of this kind does not exist after the second six consecutive months, the employee's service shall be terminated.

## **11.3 Commence and End**

A "leave" shall commence on and include the first workday on which the employee is absent without pay, and terminate with and include the workday preceding the day such employee returns to work. The conditions under which an employee shall be restored to employment on the termination of the employee's "leave of absence" shall be clearly stated on the form on which application for the "leave" is made.

## **11.4 Insurance Coverage During Leaves of Absence**

When an employee is on a "leave" without pay, medical and life insurance coverage will continue as long as the employee pays the monthly premium to the Agency by the first of each month for that month's coverage. Employee's failure to

pay the premium timely will result in loss of coverage until the "leave" ends and employee returns to work.

#### **11.5 Extreme Emergency Leave.**

An regular employee may be granted leave with pay by the Power System 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.

#### **11.6 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.

- a.) An employee shall notify the Power System Manager immediately upon receiving notice of jury duty.

#### **11.7 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 10.3(d)

### **12. HOLIDAYS**

#### **12.1 Employees Covered**

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

#### **12.2 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.) Employee's birthday, if a regular work day, or the work day immediately preceding employee's next scheduled non-work day which next follows employee's birthday except as specified in Section 12.2(i).
- 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.

### 12.3 **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.

## 13. **RETIREMENT**

- 13.1 **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.

13.2 **Public Employee's Retirement System** benefits are accorded all regular employees. The PERS contract will be amended for retirement to be computed on the 2% at 55 formula with final compensation the average of the highest 1 year. The PERS contract will also be amended to include Survivors Benefit and Military time buy back. Beginning February 10, 2004 YCWA will pick up 50% of the employee contribution to the current 2%@55 CalPERS retirement plan.

## 14. **HEALTH INSURANCE**

### 14.1 **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 the least expensive plan available 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 Yuba County, 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 April 1, 2004 YCWA will contribute a maximum of \$750 toward the combined medical premium for employee/retiree and spouse (if any).

### 14.2 **Life Insurance**

The Agency shall provide term life insurance in the amount of \$40,000 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.

### 14.3 **Counseling Service**

Effective July 1, 1990 all regular employees shall be enrolled in the County's Counseling service.

## 15. **WORKER'S COMPENSATION INSURANCE**

### 15.1 **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.

### 15.2 **Report of Injury**

It shall be the mandatory duty of an employee to report to the Power System 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.

### 15.3 **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 System Manager or the General Manager deems necessary. Employee shall not be considered absent from duty during the time required for such examination, and shall not be charged with sick leave during such time. 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.

15.4 [blank]

### 15.5 **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.

#### **15.6 Additional Leave**

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

#### **15.7 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.

### **16. 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, 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.

### **17. DISCIPLINARY ACTION**

#### **17.1 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 System 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.

## **17.2 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.

## **17.3 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 System 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.

## **18. RESIGNATION**

### **18.1 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 System Manager may agree upon.

### **18.2 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 System Manager shall be deemed to have voluntarily quit employee's job.

## 19. **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.

### 19.1 **Definition of Duties and Responsibilities for Each Class Title**

The 'Job Classifications - Definition of Duties and Responsibilities for each Class Title' is contained in the attached Appendix A and is hereby made a part of this document. The job classifications describe the primary function and responsibility 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.

### 19.2 **Basic Salary Schedule**

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

## 20. **GRIEVANCE PROCEDURE**

### 20.1 **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 System Manager's decisions without the use of legalistic forms and procedures.

### 20.2 **Form**

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

### 20.3 **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 System Manager within five (5) calendar days of the occurrence of the grievance. The 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.

#### **20.4 Second Step**

If the employee does not agree with the 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 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.

#### **20.5 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 twenty (20) days following receipt of the appeal at the Yuba County Water Agency Marysville office. The Board of Directors will render a written decision within twenty (20) days after the completion of said hearing.

#### **20.6 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.

#### **20.7 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.

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

## 21.1 Lay-offs

The General Manager, or the Power System 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.

## 21.2 Order of lay-offs

Persons shall be laid off in the following order:

- a.) All extra help and provisional employees within the same classification shall be laid off before any regular employee is laid off.
- b.) When it become 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.

## 21.3 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.

## 21.4 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.

## 22. 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 21.3 shall govern when all other consideration are substantially equal.

**23. FLEXIBLE STAFFING - PLANT MECHANIC/UTILITYMEN (#1143)**

A total of 5 Utilitymen positions are included in this MOU. Flexible staffing will allow any of these 5 Utilitymen to temporarily be upgraded to Plant Mechanic, when they have been deemed qualified by written and practical evaluation and when and if there is a need for the position. The term of an appointment under the flexible staffing can be up to six (6) months annually. The Power System Manager will be responsible to test each of the Utilitymen to determine if their skills meet the requirements of the Plant Mechanic position.

**24. 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.

YUBA COUNTY WATER AGENCY  
General Manager

I.B.E.W. Local 1245  
Business Representative

By: \_\_\_\_\_  
Curt Aikens

By: \_\_\_\_\_  
Phil Carter

Attest:  
  
\_\_\_\_\_  
Secretary

Attest:  
  
\_\_\_\_\_

I.B.E.W. Local 1245  
Shop Steward

By: \_\_\_\_\_  
Ronald Knudson

Attest:  
  
\_\_\_\_\_