



AGREEMENT

BETWEEN

TEAMSTERS UNION LOCAL 986



AND

SYCSD – OPERATORS UNIT

JUN. 21, 2018 - JUN. 30, 2021

Wage Section Appendix

1. Collections System Operator Supervisor/Inspector	July 1, 2018 \$37.28 (\$1.33)
2. Chief Plant Operator	July 1, 2018 \$45.73 (\$1.63)
3. Collections System Maintenance Operator I	July 1, 2018 \$24.57 (\$0.88)
4. Collections System Maintenance Operator II	July 1, 2018 \$28.42 (\$1.01)

**Agreement between the
Santa Ynez Community Service District**

SYCSD - OPERATORS UNIT



And
Teamsters Local 986
June 21, 2018 through June 30, 2021

Article 11 – Leaving the SYCSD

A. Resignation - When you decide to leave for any reason, your supervisor or general manager would like an opportunity to discuss the resignation with you before final action is taken. It is requested that you provide the SYCSD with a written two (2) week advance notice.

B. Exit Interview - Whenever possible, exit interviews normally will be conducted for all separating employees. This interview allows employees to communicate their views on working at SYCSD as well as the job requirements, operations, and training needs of the position.

C. Final Paycheck - You will receive your final paycheck on the next regularly scheduled payday, or earlier if it is required by law. Unused vacation will be paid and calculated in accordance with the SYCSD's vacation policy.

D. Return of SYCSD Property - It is the responsibility of any separating employee to return all property issued to them by SYCSD. All such property, including any keys, laptop computers, cell phone, manual, documents, including digital files and records belonging to SYCSD, and other items that the employee may have in his/her possession, must be returned on or before the last day of work.

E. Continuation of Group Health Insurance (Cal-COBRA) - Cal-COBRA is a state law that requires most employers sponsoring group health plans to offer covered employees, the opportunity to continue group health coverage for themselves and their families at their own cost following a termination of employment, reduction in hours, or under other instances where coverage under then plan would otherwise end.

ARTICLE 12 -Assignability

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change, geographical, or otherwise, in the location or place of business of either party hereto.

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example, employees may not communicate messages that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene, or sexually offensive material or information.

b. The District's anti-discrimination policies extend to the use of the communications system. Any employee who uses any electronic communications device will therefore be subject to disciplinary action, including the possibility of termination, for use of such a device in any manner that violates the District's anti-discrimination policies or commitment to equal employment opportunity.

c. Employees may not use any electronic communications device for a purpose that is found to constitute, in the District's sole and absolute discretion, a commercial use that is not for the direct and immediate benefit of the District.

d. Employees may not use any electronic communications device in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.

e. Employees may not use any electronic communications device in a manner that infringes upon the rights of other persons, entities or organizations to proprietary, confidential or trade secret information.

f. Employees may not use any electronic communications device for any purpose that is competitive, either directly or indirectly, to the interests of the District or for any purpose that creates an actual, potential or apparent conflict of interest with the District.

g. The District's policies against improper solicitations and distribution extend to the communications systems. Employees may not use any electronic communications device in a manner that violates the District's no solicitation rule.

h. Employees should identify all communications as "privileged and confidential" or "attorney/client" privilege when it is accurate and appropriate to do so. In this manner, the District can assert any protections, privileges, and rights relating to communications if it becomes necessary to do so.

3. **Access**

The District must retain the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote the District's interests, all such computers and electronic devices, whether used entirely or partially on the District's premises or with the aid of District equipment or resources, must remain fully accessible to the District and, to the maximum extent permitted by law, will remain the sole and exclusive property of the District.

Employees should not maintain any expectation of privacy with respect to information transmitted over, received by, or stored in any electronic communications device owned, leased, or operated in whole or in part by or on behalf of the District. The

Article 1 – AGREEMENT

This Agreement made and entered into by and between Santa Ynez Community Service District and its successors and assigns hereinafter called the "SYCSD" or the "Company/District" and General Teamsters, Airline, Aerospace and Allied Employees, Warehousemen, Drivers, Construction, Rock and Sand Union, Local No. 986, affiliated with the International Brotherhood of Teamsters, (herein referred to as the "Union").

Article 2 - Recognition

SECTION 1. Bargaining – The SYCSD recognizes the right of its employees to bargain collectively through representatives of their own choice and recognizes the Union as the exclusive representative of all its employees covered by this Agreement. The Union recognizes the powers and duties of the SYCSD as defined in the Meyers-Milias-Brown Act. Jurisdiction of the Union and the appropriate unit for collective bargaining are defined as embracing all operating and maintenance employees included within the classifications of employees as set forth in the wage sections appendix of this Agreement. For the purposes of this Section, to bargain collectively is the performance of the mutual obligation of the SYCSD and the Union to meet and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an Agreement, or any question arising there under, and the execution of a written contract incorporating any agreement reached if requested by either party.

Section 2. Definitions – When the term "employee" is used in this Agreement, it shall mean an operating employee included within the classifications of employees as set forth in the wage sections appendix of this Agreement.

When the term "day" is used in this Agreement, it shall mean those days that the SYCSD administrative offices are open, generally, Monday through Friday, excluding holidays as set forth in the Agreement.

When the term "Reasonable Person" it shall mean ordinary, prudent person who normally exercises due care while avoiding extremes of both audacity and caution.

Section 3. Steward – The name of the authorized Union steward shall be given to the General Manager of the SYCSD. Union steward shall be bargaining unit employee designated by the Union. Union steward shall have the right to represent bargaining unit employees during discipline investigations and the grievance procedure. After being coordinated and authorized by management, Union steward shall be granted reasonable release time to represent employees in rights disputes.

Section 4. Union Security – Dues/"Fair-Share" Fees Deduction

A. Membership – Any employee in the unit who is currently or after the effective date of this agreement becomes a member of Union shall remain a member for the duration of this agreement. The District will notify the Union of all new hires within thirty (30) days of employment. However, during the month of December of any year of this agreement

C. Meals and Travel - Employees on Company approved travel shall be covered up to the maximum rate allowable, for meals, travel, and incidental expenses, incurred inside or outside the United States, in accordance with the GSA travel regulations effect on the date of the travel. Employees will be covered for actual lodging expenses.

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

Time scheduled by the Company for travel via common carrier to and from a temporary travel assignment that requires employees to travel will be paid at the employee's hourly rate, including time worked on the day of travel. At temporary travel locations, travel from hotel to airport of departure and time spent in travel status to final destination will be used for computation of travel pay. All travel on normal scheduled days off must be approved by SYCSD General Manager.

In order to be eligible for meal reimbursement, the following criteria must be met:

- For Breakfast: you must have started traveling prior to 7 a.m. or have stayed overnight.
- For Lunch: you must have started traveling prior to 11 a.m. or have stayed overnight. If the travel ends prior to noon, lunch expenses will not be eligible for reimbursement.
- For Dinner: you must have started traveling prior to 4 p.m. or have stayed overnight. If the travel ends prior to 6 p.m., dinner expenses will not be eligible for reimbursement.

Article 10 – Employee Conduct

A. Dress Standards - While the SYCSD has no formal dress code, it is expected that you will dress in a manner consistent with good business practices. No one has a second chance at a first impression. In choosing appropriate work attire, and keeping in mind public contact, employees should dress in a way that is not distracting to other people and is appropriate to the nature of the job, and working conditions. Employees should always be neat and clean in appearance, dressed in reasonably conservative attire, and must avoid clothing or jewelry that could create a safety hazard. Visible piercings must be limited to earrings. Visible tattoos that may be offensive and extreme hair styles are prohibited.

- Business casual clothing (coats and ties for men, dress or pantsuit for women) is not required on a daily basis for all office staff; employees working in the field must wear safety-appropriate clothing that is clean and wrinkle-free.
- Professional clothing should be worn by office staff on days when professional contact is expected; employees will receive prior notice of such occasions.

and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

Section 4 – New Rules - It is mutually agreed that reasonable rules and regulations made by the SYCSD, not in conflict with the provisions of the Agreement or any Federal, State, County or City law, are necessary to the efficient operation of the equipment and maintenance of SYCSD's operation.

Effects bargaining will take place prior to implementing rules, regulations, policies, procedures, orders, bulletins, the SYCSD will transmit an electronic copy to the Local Union Office. SYCSD shall make every effort to update and remove any rule, regulations, policies, procedures, verbal orders, or bulletins that are in conflict with each other.

Section 5 – Union Bulletin Board - Bulletin board space shall be provided for the exclusive use of the Union on SYCSD's property for the proper display of official bulletins, notices, etc.; provided that in order to entitle such bulletins and notices' to be posted on the board they shall be attested to by the proper officers of the Union.

Section 6 - Site Access. The Union Representatives shall have access to the work site during working hours for the purpose of observing agreement compliance and adjusting grievances and shall advise the District, in advance, of their intent to visit SYCSD sites and shall not stop or interfere with the work of any employee without the permission of the District.

Section 7 - Strike/lockout. This Article is a guarantee by each and both of the parties that there shall be no strike or lockout, during the term of this Agreement.

Section 8 - Seniority list. If requested, the District shall supply the Union with a Seniority List of the employees covered by this Agreement, on a semiannual basis.

Section 9 - Job Descriptions. The District will maintain and supply the Union with up-to-date Job Descriptions on all classifications.

B. Workplace Violence - The safety and security of employees and customers are very important to the SYCSD. Threats, threatening behavior, acts of violence, or any related conduct will not be tolerated. If carried out by District employees, it is a serious disciplinary issue. If coming from a customer or other member of the public, it is a serious matter that the District will respond to promptly with appropriate practical and legal steps.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on SYCSD property may be removed from the premises pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence off SYCSD property, but directed at SYCSD employees while conducting business for the SYCSD, is also a violation of this policy and the District promptly will respond with practical and legal action.

Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other communication medium. Violations of this policy by an employee of the District will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a customer or other member of the public, the response may also include barring the person(s) from SYCSD property, termination of business relationships with that individual, and/or prosecution of the person(s). When appropriate the District will obtain a workplace temporary restraining order and permanent injunction in order to protect District employees who have been the subject of violent action or have received credible threats of violence.

Employees are responsible for notifying the General Manager of any threats, which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on SYCSD property or in connection with employment.

Each employee who receives a protective or restraining order that lists SYCSD premises as protected area is required to provide the General Manager with a copy.

Article 9 – Staff Expense Reimbursement Guidelines

A. Credit Card Use

- SYCSD credit cards shall be used only for purchases and expenses that have been approved in advance by the General Manager.
- SYCSD credit cards shall not be used to pay for personal services provided by individuals (as distinguished from purchases of supplies, materials and equipment from vendors). Examples of personal services for which SYCSD credit cards may not be used include, but are not limited to, labor charges for auto repairs or charges for services provided by plumbers, electricians or construction contractors.

4. Must complete a W-4.
5. Must have completed a district employment application form.
6. Must be physically and mentally able to perform the essential functions of the job for which you apply, with or without reasonable accommodation.
7. SYCSD employs only United States citizens and non-citizens who are authorized to work in the United States, and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9) and present documentation establishing identity and employment eligibility no later than three (3) days following date of hire. If appropriate documentation is not received within this time, the employment relationship will be terminated.
8. Must remain insurable under the SYCSD general liability insurance and its motor vehicle liability insurance policy.

C. DMV Pull Notice Program - The District has considerable automobile liability exposure resulting from employees driving in the course of their duties. In order to limit the District's exposure to such liability, the District has elected to participate in the Department of Motor Vehicle's Employer Pull Notice Program. The Program provides employers such as the District with information about employee convictions of motor vehicle safety violations and any action the D.M.V. takes against a driver's license. Nonetheless, employees are still required to maintain their license in good standing and to immediately notify the District in the event that they are cited for any driving violation or their driver's license is suspended, revoked, lost, or otherwise compromised.

Employees whose job classification requires them to maintain a valid California driver's license, or who must drive frequently in the course of their duties will be required to participate in the D.M.V. Employer Pull Notice Program. Job positions that are currently subject to the Program are as follows:

- Operation Employees
- Employees in the above-listed positions will be asked to sign a form authorizing the D.M.V. to release information to the District.

This information will be forwarded to the Department of Motor Vehicles for participation in the Pull Notice Program. The information is retained as confidential. Failure to provide or keep the required information up-to-date will result in the employee being ineligible to operate District owned vehicles or use personal vehicles on District business.

The District reserves the right to refuse authorization for any employee to operate a District vehicle. Employees who do not participate in the D.M.V. Pull Notice Program will not be authorized to use any District vehicle or private vehicle on District business.

Upon termination of your employment with the District, the District will remove you from the District's D.M.V. Pull Notice Program.

- In addition, the District provides specific instructions to all employees regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

Code of Safe Practices:

- All employees shall follow these safe practice rules, render every possible aid to safe operations, and report all unsafe conditions or practices to the supervisor or general manager.
- Supervising employees shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as necessary to obtain observance.
- Anyone known to be under the influence of drugs or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed on the job while in that conditions, and will be subject to the discipline specified in District policy.
- Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well-being of the employees shall be prohibited.
- Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
- No one shall knowingly be permitted or required to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or other to injury.
- Employees shall not enter manholes, underground vaults, chambers or other similar places that receive little ventilation, unless it has been determined that it is safe to enter.
- Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the supervisor or general manager. Employees shall be required to wear and utilize all protective equipment.
- Crowding or pushing when boarding or leaving any vehicle or other conveyance shall be prohibited.
- Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from the supervisor or other responsible managing employee.
- All injuries shall be reported promptly to the supervisor or general manager, so that arrangements can be made for medical or first aid treatment.
- When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.
- Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect other from the falling objects.
- Employees shall cleanse thoroughly after handling hazardous or unhealthy substances, and follow special instructions from authorized sources.
- Work shall be arranged that employees are able to face a ladder and use both hands while climbing.
- Gasoline shall not be used for cleaning purposes.

may be conducted by your Supervisor any time to advise you of the existence of performance or disciplinary problems.

1. Overview - As a new employee, you will be evaluated at the end of your initial probationary period to provide management with the opportunity to review your job performance.

Initially you will be evaluated twice yearly, approximately six (6) months from the date of hire. The first six (6) month evaluation is a "check point" to review the objectives set at the date of hire with suggestions for improvement as necessary. The second evaluation is the yearly evaluation that will provide you and your Supervisor with an idea of how you are performing your job.

A. Step Increases. A step wage increase will be granted to an eligible employee based on the discretion of the General Manager. Factors that will be considered in determining whether a wage increase will be given include but are not limited to the following: the financial condition of the District; the employee's performance the employee's length of service with the District; and, the employee's particular skills, experience, education or credentials as such are relevant to the employee's duties and the services provided to the District.

2. Mechanics of the Performance Evaluation - The performance evaluation is broken down into several criteria areas, such as, attitude, public relations, quality of work, work habits, adverse conditions, dependability, initiative, ability to work independently, verbal communication, and written communication. Ratings range from unacceptable, needs improvement, meets job standards, exceeds job standards, and outstanding. This evaluation system will be used to determine the employee's overall performance and to provide the General Manager as well as the employee with an action plan for the next evaluation.

3. Consequences of Substandard Ratings - Substandard ratings mean any rating below the rating level of "Meets Job Standards". Employees receiving a "Needs Improvement" or lower rating for any one review criterion may have their employment conditions modified in any of, but not limited to, the following ways:

- Ineligibility for promotional consideration until the deficiency is corrected.
- Transfer to a comparable position or demotion for an indefinite period to a position in which competency can be reasonably expected.
- Termination.

If the employee's deficient performance has improved to an acceptable level or type of performance, while maintaining the satisfactory performance in all other respects, the General Manager may pro rate merit or performance pay increase and restoration of promotional consideration.

practices, (d) providing training to employees whose safety performance is deficient, and (e) disciplining employees for failure to comply with safe and healthful work practices.

Injury and Illness Prevention Records: As a special district, the SYCSD is not required to maintain written records of steps taken to implement and maintain its Injury and Illness Prevention Program.

Program Communication System: Written communications to employees shall be in a language they can understand. If an employee cannot read in any language, said communication shall be made orally in a language he/she can readily understand.

- The SYCSD's Code of Safe Practices, below, shall be posted at a conspicuous location in the District's maintenance office, and shall be provided to each supervisory employee who shall keep it readily available.
- General employee meetings shall be conducted at which safety is freely and openly discussed by those present. Discussions at these meetings may include:
 1. Occupational accident and injury history within the SYCSD, with possible comparisons to other similar agencies.
 2. Feedback from employees.
 3. Guest speakers from the District's workers' compensation insurance carrier or other agencies concerned with safety.
- Training programs shall be conducted when new equipment, machinery or tools are purchased and represent a new hazard. Employees shall be instructed in the safe operation of said equipment, machinery or tools.
- New employees shall be trained by their supervisor in the safe operation of the equipment, machinery and tools with which they will be working prior to being allowed to work independently.
- Posters and bulletins relating to and encouraging safe and healthy practices shall be posted on a rotational basis at a conspicuous location in the District's maintenance office.
- Publications devoted to safety shall be distributed to employees. This policy shall also be distributed to all employees upon its adoption, to all new employees at the time of hiring, and annually thereafter.
- A safety suggestion box shall be maintained where employees, anonymously if desired, can communicate their concerns with the General Manager.

Hazard Assessment and Control: Periodic safety inspections shall be conducted to identify and evaluate existing hazards in the workplace; conditions, equipment and procedures which could be potentially hazardous; and unsafe work practices.

- Those conducting inspections will observe if safe work practices are being followed and will ensure that unsafe conditions or procedures are identified and corrected properly.

c. The district will use the CPI published for March to determine wage increase. The governing document will be: U.S. Department of Labor – Bureau of Labor Statistics, Consumer Price Index Revised Urban Wage Earners Clerical Workers (CPI) from the Los Angeles – Riverside – Orange Co..

J. Rehired Employees - Employees, who are rehired following a break in service in excess of one (1) year, must serve another initial probationary period, whether or not such a period was previously completed. A break in service does not include periods during which an employee is absent due to maternity leave, military leave and other legally protected leaves of absence. Such employees are considered new employees from the effective date of their re-employment for all, including the purposes of measuring benefits and pay.

K. Operations- Work Hours - The standard work week begins at 12:01 a.m. Sunday and ends at 12 midnight the following Saturday and the standard workday begins at 12:01 a.m. and ends at midnight the same day. The normal work hours will be Monday through Friday, starting between 7:00 a.m. to 9:00 a.m., depending upon operational requirements. Since the SYCSD is a service organization, normal work may fluctuate with customer demand. If changes in your work schedule are required, your supervisor will notify you at the earliest opportunity. You may be required to work overtime or hours other than those normally scheduled. Field operators will be required to be on-call as scheduled by the Operations Supervisor.

L. Rest and Meal Break Time - Full-time and part-time employees are provided the opportunity to take and are expected to take a 15 minute break for every four hours (or major fraction thereof) worked. Thus, employees working more than three and one-half (3.5) and fewer than six (6) hours are entitled to one rest break; employees working more than six (6) hours but fewer than ten (10) hours are entitled to two rest breaks. Such breaks should be taken as close as reasonably practical to the middle of each four-hour period, so generally full-time employees will take one rest break in the middle of the morning and a similar break in the middle of the afternoon in order to break up the day and as a relief from office routine and tension.

Employees are also provided the opportunity to take, and are expected to take, unpaid, duty-free meal breaks of no more than sixty (60) minutes in duration for every five hours worked. Employees should not work more than five consecutive hours without taking such a meal break. Employees working more than ten (10) hours are entitled to a second meal break, although this second meal break can be waived.

If you ever find that you are being denied the opportunity to take your rest and/or meal break, see the General Manager immediately.

M. Break Room - The SYCSD has a microwave, toaster and refrigerator for your use during breaks and at lunch. It is important that you clean up after yourself. Do not leave any dirty dishes, wipe off the counter, and clean the inside of the microwave if there is any splattering of food during cooking.

N. Procedures for Requesting PDL or Medical Leave - If you want to take a Pregnancy Disability or a Medical Leave, then you should notify the General Manager as soon as you know of your need for such leave. If the need for your Pregnancy Disability or Medical Leave is foreseeable (for example, if you know you are going to need a leave of absence because of the expected birth of a child or planned medical treatment, you should provide the District with at least 30 days' notice before your leave is to begin of your intention to take a Leave. Notwithstanding the foregoing, if the birth of your child, or the date of your medical treatment requires your leave to begin in less than 30 days, you will be entitled to take a Leave, but you should still provide us with as much notice as is practicable. If you are required to take a Pregnancy Disability or Medical Leave and the need for such leave is foreseeable, then you should make every reasonable effort to schedule your leave or your treatment so as to minimize the disruption of our operations.

If you wish to take a Pregnancy Disability or Medical Leave then we may require you to furnish a doctor's certificate specifying (a) the date, if known, on which your temporary disability commenced, (b) the probable duration of your leave, and a statement from your physician that you are unable to perform any one or more of the essential functions of your position. If you request intermittent leave or leave on a reduced-time schedule, then we may also ask you to provide certification of the medical necessity for such leave and its expected duration. Failure to provide this medical certification may result in the delay and/or cancellation of your leave and termination of employment due to unexcused absence.

In order to be reinstated at the end of a Pregnancy Disability Leave or Medical Leave, you must provide a doctor's certificate verifying that you are able to safely and efficiently perform the essential functions of your job, or can do so with reasonable accommodation. Failure to provide such medical certification may result in the delay of your reinstatement and/or the termination of your employment.

O. Military Leave - The SYCSD will comply with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act and any applicable state law regarding accommodation of and reemployment following military leaves of absence.

P. Exempt Status - Employees who are designated as "exempt" from overtime laws do not receive any compensation for overtime work. However, exempt employees are authorized, subject to approval of the General Manager, to take reasonable time off for personal use during normal working hours without loss of compensation. However, exempt employees are expected to work whatever time is required to perform the duties of their position.

Positions currently designated by the District as exempt are: Secretary/Treasurer and/or Office Manager and/or Board Secretary.

- All vehicles driven on SYCSD business must be properly registered with the California Department of Motor Vehicles.
- The employee must provide authorization for SYCSD to access the employee's driver license record through the DMV Employer Pull Notice Program.
- Employees who have their driver's license suspended or revoked are required to report these conditions to their supervisor promptly.
- SYCSD accepts no responsibility for citations issued to an employee by any law enforcement agency while driving a vehicle on SYCSD business under any circumstances. All liabilities created by any citation will be the responsibility of employees who receive them.

Q. Accident Reporting - Employees who are involved in an accident in the course of using any vehicle on SYCSD business are expected to adhere to the following procedure:

1. Do not argue, do not admit liability, and do not make a statement to anyone except the police, the General Manager, or other appropriate SYCSD management.
2. Obtain the names and addresses of:
 - a. Owner of other vehicle(s).
 - b. Insurance Carrier of the other driver(s).
 - c. Witnesses.
 - d. Injured person(s).
 - e. Other driver(s), including the number of and state issuing the driver's license.
3. Note these items:
 - a. Speed of each vehicle with its direction of travel.
 - b. Signal given by each driver, if any.
 - c. Time of accident.
 - d. Any mechanical aspect of the other vehicle, which may have caused the accident (e.g., no brake lights, etc.).
 - e. Promptly report to General Manager.

Article 5 – Payroll and Overtime

A. Hourly Operations Employees - Time Sheet - It is the responsibility of each employee to keep an accurate time sheet. The employee must sign their time sheet and it must be approved by the Operations Supervisor or the General Manager. Time sheets are the property of the SYCSD and must not be removed from their appropriate storage place at the SYCSD's offices. Any modifications or alterations on an employee's time sheet must be initiated by the employee's supervisor. Falsifying a time sheet may result in termination.

H. Disability Insurance - Each employee contributes through payroll to California's state disability insurance program. Disability insurance is mandated by the California Unemployment Insurance Code and administered by the Employment Development Department. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the District.

I. Uniforms - The SYCSD supplies to each field employee pants, shirts and steel toe boots. It is expected that each field employee will come to work each day in the uniform provided.

J. Educational Assistance - Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the SYCSD to provide financial assistance to employees interested in furthering their formal education. To be eligible, an employee must submit a written request for approval. All requests must be approved in advance by the General Manager. Courses must relate to the employee's job assignment or be job oriented, and must be offered by a qualified training institution. The cost of tuition, required enrollment costs, textbooks and examination fees will be reimbursed only after completion of the class with a passing grade.

K. Jury and Witness Duty - You should immediately notify the General Manager if you receive a notice for jury duty. If you are summoned for jury duty, you will be paid the difference between jury duty pay and your regular hourly rate for up to a maximum of ten (10) working days per year. If required by law to appear in court as a witness, you may be given paid time off up to a maximum of thirty-two (32) hours for such purpose, provided that you provide the District with reasonable advance notice and proof of such court order. Additional time spent on a jury or on witness duty will be unpaid.

L. General Discussion Concerning Leaves - Each request for an unpaid leave of absence, should be submitted in writing. A summary of the rules and restrictions applicable to leaves of absence is provided below:

- Unpaid status: All leaves of absence are provided on an unpaid basis.
- Returning From Leave of Absence: When you are placed on pregnancy disability leave, military leave, or other statutorily protected leave of absence, the SYCSD guarantees reinstatement to the same or similar job with the same or similar duties and pay unless it would substantially undermine the SYCSD's authority to operate safely and efficiently.
- Additionally, the SYCSD will attempt to reasonably accommodate employees who may need additional medical leave, temporary part-time schedules or other work modifications in order to perform the key duties of their positions.
- Vacation and Sick Leave Benefits: The period that you are on a leave of absence is not considered time worked for purposes of determining eligibility for or the amount of certain benefits, such as vacation and sick leave benefits. When you return from a leave of absence, the eligibility and accrual dates will be adjusted forward to reflect the period of the leave.
- Misrepresentations: Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

Article 6 – Employee Relations

A. Standards of Conduct - The following examples are given in order to provide you some guidance concerning unacceptable behavior. If the SYCSD chooses to correct an employee who engages in unacceptable behavior, the employee may be subject to corrective action up to and including termination. Please note that it is impossible to provide an exhaustive list of behaviors that are not acceptable. The following is therefore intended to simply provide some examples:

- Unsatisfactory performance.
- Using abusive or vulgar language, or causing disruption to the work place or to fellow employees or visitors.
- Unavailability for work, i.e. absenteeism or tardiness.
- Irregular attendance.
- Misuse of the District's money.
- Conducting personal activities during working hours.
- Any action indicating a disrespect or disregard for the SYCSD, its vendors, suppliers or clients.
- Release of confidential information about the SYCSD or its customers.
- Falsification of forms, records, or reports including, but not limited to, time sheets, employment application, and customer records.
- Possessing or bringing firearms, weapons, alcohol, illegal drugs or chemicals on or to the SYCSD's property.
- Insubordination, refusing to follow the General Manager or Supervisor's directions, or other disrespectful conduct toward a Board Member, customer, or fellow employee.
- Unauthorized possession or removal of property, records, or other materials that do not belong to you.
- Smoking in restricted areas.
- Destroying or willfully damaging the SYCSD's or another employee's property, records, or other materials.
- Non-compliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- Leaving the SYCSD's property without approval prior to the end of a scheduled workday.
- Conduct inconsistent with the District's anti-harassment policies and/or nondiscrimination policies.
- Giving false or misleading information during the application and/or selection process.
- Failure to report involvement in an accident occurring on the SYCSD's premises, or involving the SYCSD's equipment, or giving false information in accident or insurance reports.
- Willful failure to report to the General Manager or Supervisor any significant omissions, errors or mistakes or accidental damage affecting work assignment, property or equipment.
- Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or authorized use of or duplication of keys.

C. Vacation Time - Full-time/non-exempt employees (part-time employees will be pro-rated) accrue vacation days based upon the number of years of completed service according to the following formula:

<u>Completed Years</u> <u>Of Service</u>	<u>Vacation Days</u> <u>Earned Per Year</u>	<u>Vacation Hours</u> <u>Earned Per Month</u>
0-5 years	10	6.67
5-10 years	15	10.00
10 + years	20	13.33

Vacation days may accrue up to, but no more than, twice the applicable annual vacation budget. Once an employee has accrued the maximum number of hours of vacation time, additional vacation time will not accrue until some portion of the maximum accrued hours already accrued has been used. Additional rules on vacation pay are set forth below:

- Employees do not accrue any vacation time while on leaves of absence of any kind.
- Employees are expected to take at least one week of vacation per year.
- Employees are encouraged to take vacation in blocks of at least five days.
- Scheduling of vacation is subject to mutual agreement of the employee and of the General Manager.
- Unused vacation time will be paid out upon termination.
- Vacation time may not be taken before it is accrued.
- Pay in lieu of vacation will be granted up to all hours over 80 hours each calendar year as long as employee retains 80 hours in their vacation bank.

D. Sick Leave - Employees who work a full-time are eligible to earn paid sick leave. Employees shall accrue twelve (12) days of sick leave per year, which is accrued at the rate of eight (8) hours per calendar month. Part-time employee will have a pro-rated sick leave accrual.

Sick leave may only be used (1) if the employee is medically unable to work, or (2) if the employee has an appointment with a medical care provider. Additionally, up to sick (6) days of sick leave per year may be used if the employee must provide necessary care to an immediate family member (spouse, parent, child, or registered domestic partner) or is needed to accompany the immediate family member to an appointment with a medical care provider. In all cases, the District may require documentation from a medical care provider of the need for the sick leave. Whether documentation is required in a specific case is within the discretion of the General Manager. Sick leave may also be coordinated with workers' compensation or State Disability insurance payments when employees are on otherwise approved medical leaves such that the combined amount is equal to the employee's regular rate of pay.

In order to use sick leave for the employee's own sickness or for the necessary care of an immediate family member, the employee must call a supervisor no later than one half hour after the start of the employee's scheduled shift, unless emergency circumstances prevent such notice. In case of sick leave used for appointments with medical providers,

and (4) state the employee's right to request a hearing regarding the disciplinary action after the action is taken.

After conferring with the employee, the General Manager may uphold, reduce, or modify the recommended action. The employee and Union shall receive written notification of the decision.

D. Termination Process. With respect to termination, prior to being terminated, the employee and Union shall be notified in writing of the intent to terminate. The written notice shall: (1) explain that the District intends to terminate the employee, and describe the reasons for the termination and the proposed effective date of the termination; (2) include a copy of the charges and materials upon which the termination is based; (3) state that the employee has the right to request an appeal interview with the General Manager within five (5) days of receipt of the notice; and (4) state the employee's right to request a post-termination Skelly hearing concerning the termination. The District will place the employee on a paid administrative leave pending the appeal interview with the General Manager. After any requested review, the General Manager may elect to uphold the termination or reduce the disciplinary action. After the review process is completed, the General Manager will advise the employee and Union, in writing, of the decision regarding termination. If the recommendation to terminate is upheld, the employee will be advised of his/her final date of employment. If the decision is not to terminate, the employee shall be reinstated.

1. Disciplinary Hearing Process. Employees who wish to request a formal hearing after being apprised of the District's Skelly hearing intent to reduce their pay or to suspend, demote, or terminate them, must deliver written notice of their desire for a hearing to the General Manager before the later of (a) five (5) business days after the date the General Manager provides his/her response to the employee's review interview (if such an interview was timely requested in accordance with the procedures outlined under Paragraphs 1 or 2, above), or (b) seven (7) business days after the date the employee receives notice of the District's intent to reduce the employee's pay or to suspend, or terminate the employee.

A. Hearing Body and Timing of Hearing

The hearing shall be held before and adjudicated by the District Board of Directors' Personnel Committee. The hearing shall be held within a reasonable period of time after receipt of the employee's request for hearing, and in any event, unless the parties otherwise agree, not later than twenty (20) business days after receipt of the employee's request for hearing.

S. Video Surveillance.

1. It is the intent of the company to install and maintain video surveillance systems to the Operations Areas and Office Areas of the facility. Audio capabilities will not be employed. The purpose of the surveillance is to address infractions, and safety.
2. Discipline from the video discovery will not go back more than 6 months. The company agrees to not use such systems in: restrooms, break areas, meeting areas and dressing areas. Such systems will not be used to monitor stewards or employees engaged in protected union activities.
3. The company will not employ drones, hidden or camouflaged surveillance systems. The union will be provided a list of locations, type of cameras employed and location of the recording system. The duration of each camera recording will be listed. Within ten (10) days the union will receive written notifications of changes to the locations of cameras or recording systems. Notices of surveillance will be posted at entrances.
4. The union will be shown the video surveillance evidence on all discipline actions employing surveillance as evidence (copies will be provided if reasonably possible). Only the General Manager will have access to the video record. The company will retain all video recordings for a minimum of 30 days. If used for discipline, all recordings will be time and date stamped to be valid. If used for discipline, all recordings will be retained until the grievance process is completed.
5. Video surveillance evidence involving areas owned and operated by any established third-party business, sovereign nations and government agencies may be used or included in any discipline proceedings; however, video surveillance evidence created by individuals may not be used in any discipline procedures.

12. The Personnel Committee may, at any time prior to or during the hearing, grant a continuance for any reason it believes necessary to its reaching a fair and proper decision.
13. The District shall carry the burden of proving, based on the preponderance of the evidence, that the disciplinary action that is the subject of the hearing was merited. The Personnel Committee shall determine relevancy, weight and credibility of the evidence.
14. The Personnel Committee may adopt such additional rules for the hearing as it determines appropriate so long as they are consistent with these guidelines.

E. Employee Grievances Concerns other than termination - The SYCSD encourages those of you who may be experiencing work performance problems, employee-supervisory concerns, peer disturbances or other concerns to bring them to the attention of your respective Supervisor. If your Supervisor is involved in the situation or does not respond to the compliant in a reasonable length of time, you may report the concern to the General Manager.

The SYCSD defines a grievance as a written violation of the Agreement by employees or the Union pertaining to conditions of their employment. This grievance procedure does apply to termination disciplinary measures which should be addressed using the Disciplinary Review Process policy set forth above.

Employees shall have the right to Union representation at any investigatory interview or hearing which SYCSD conducts for the purpose of determining the possibility of disciplinary action against the employee.

1. Grievance Procedure - This procedure shall apply to all employees in all classifications. The purpose of this procedure is to provide a procedure by which an employee may formally claim that he/she has been affected by a violation, misapplication, or misinterpretation of a law, District policy, rule, regulation or instruction. This procedure providing for supervisory, management and Board review, in progressive steps, is a safeguard against possible inequitable treatment. Every effort will be made to resolve the problem to achieve a satisfactory solution, and no employee will be penalized for presenting a grievance to a Supervisor, General Manager or to the Board of Directors. The SYCSD or the Union by written mutual agreement also reserves the right at any time to request in writing to accelerate or streamline the grievance review process should they determine that circumstances warrant such action.

2. Grievance Procedure Steps

Level I Preliminary Informal Resolution: Any employee who believes he/she has a grievance shall present the evidence thereof in writing to the General Manager within fifteen (15) working days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. The statement shall include the following:

resolution. Further, as mentioned above, the District will not tolerate any retaliation against you or any person who registers a complaint of illegal harassment or supports a co-worker's complaint. If a complaint is found to have merit, the District will take corrective action it determines appropriate to ensure that the improper conduct ceases, including disciplining or discharging any individual who is believed to have violated this prohibition against harassment.

M. Notice of Intent to Resign Employment - If you intend to voluntarily terminate your employment for any reason or at any time, a two-week **(2)** notice would be appreciated in order for the SYCSD to properly reschedule the workflow.

N. Employee Reference Checks - Should you receive a request for a reference, you must refer the request to the General Manager for handling. You may not issue a reference to any current or former employee without the permission of the General Manager.

Under no circumstances should you release any information about any current or former SYCSD employee over the telephone. All telephone inquiries regarding any current or former employee of the SYCSD must be referred to the General Manager.

In response to an outside request for information regarding a current or former SYCSD employee, the General Manager will generally limit his/her response to verifying an employee's dates of employment, and positions held.

O. Off-Duty Conduct - While the SYCSD does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the SYCSD's legitimate business interests. For this reason, employees should be aware of the following policies:

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the SYCSD's or their own integrity, reputation or credibility. Conduct on the part of an employee that adversely affects the SYCSD's legitimate business interests or the employee's ability to perform his or her job will be subject to just cause discipline.

While employed by the SYCSD, employees are expected to devote their energies to their jobs with the SYCSD. The following types of outside employment are strongly discouraged:

- Employment that conflicts with an employee's work schedule, duties and responsibilities;
- Employment that creates a conflict of interest or is incompatible with the employee's employment with the SYCSD
- Employment that impairs or has a detrimental effect on the employee's work performance with the SYCSD;
- Employment that requires the employee to conduct work or related activities on the SYCSD's property during the SYCSD's working hours or using the SYCSD's facilities and/or equipment;

arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The Union shall strike the first name.

B. Arbitrator's Jurisdiction – The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the District and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the SYCSD.

C. Fees and Expenses of Arbitration – The expenses of the arbitrator and hearing room will be equally shared between the SYCSD and the Union otherwise each party shall bear its own arbitration expense.

F. Attendance - The SYCSD relies on you to provide quality services to its customers. You must routinely interact with other staff members, vendors and the general public to effectively meet these objectives. Regular attendance is essential in providing these objectives and is an indicator of effective employee performance.

It is recognized that you will have periodic absences for illness or personal matters, but recurring and excessive absences and/or tardiness adversely affects productivity, morale, work flow and service which directly impacts the SYCSD's ability to meet its challenging goals.

The professionalism that you bring to your position and the SYCSD is valued and it is anticipated that you will manage your own good attendance.

The SYCSD intends to maintain a positive environment that supports its goals while recognizing individual needs and circumstances. If attendance issues arise, please speak with your Supervisor who can discuss the impact of your attendance on the SYCSD's goals and your individual performance.

G. Addressing Attendance Problems - The SYCSD may utilize a system of progressive discipline, at its sole discretion, in cases of misconduct or unacceptable performance, including absenteeism or tardiness. If the number of absences or tardy arrivals within any period of time regardless of the reason is unexcused, you may be subject to corrective action, at the discretion of the SYCSD, to make you aware of problems and to create an action plan to resolve issues. The SYCSD also reserves the right at any time to terminate an employee for unacceptable levels of absenteeism or tardiness.

H. Payroll Deductions - State and Federal laws require the SYCSD to make proper deductions on its employees' behalf. Amounts withheld vary according to earnings, marital status, and number of exemptions claimed. Required deductions include Federal Income Tax, FICA "Medicare Only" contribution, State Income Tax, and a minimum of 6.2% of the employee's gross wages must be contributed to a 457 Plan in-lieu of the employee contribution to social security.