

AGREEMENT

BETWEEN

TEAMSTERS UNION LOCAL 986



AND

SYCSD - ADMINISTRATION UNIT

JUN. 20, 2018 - JUN. 30, 2021

2020

January							February							March						
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2021

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31																				

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

SYCSD - ADMINISTRATION UNIT



And
Teamsters Local 986
June 20, 2018 through June 30, 2021

Wage Section Appendix

1. Secretary/treasurer, Office Manager/Board Secretary - July 1, 2018 \$39.84 (\$1.42)

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Appendix

1. Restrictions and Enforcement

- Smoking is not permitted in any District structures or in any District vehicles.
- Smoking will be permitted in designated outside areas during authorized break periods and before or after work hours. As an employee, it is your responsibility to smoke only in those outside areas that have been designated as a "smoking area."
- The District may be subject to fines and penalties for failure to comply with regulatory provisions that govern smoking in the workplace. As such, employees will be required to adhere to this policy. Failure to do so may result in disciplinary action to the employee.

F. Security - Security is important to everyone. You are asked to not discuss the security of the SYCSD premises or services with any individual not employed by the SYCSD. Additionally, neither the SYCSD nor its insurance carriers take any liability for your personal belongings. You are encouraged to secure personal belongings to the best of your ability.

The building is secured with electronic keypad for access before and after hours. You will be given a confidential code, not to be shared with anyone.

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 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 administration, 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 administration 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.

1. **Scope of Policy**

This policy extends, by way of example only, to all features of the District's electronic communications systems, including computers, e-mails, connections to the Internet and World Wide Web and other internal or external networks, voicemail, video conferencing, facsimiles, and telephones. Any other form of electronic communication used by employees currently or in the future is also intended to be encompassed under this policy. Every employee of the District is subject to this policy and is expected to read, understand, and comply fully with its provisions.

2. **Rules**

It may not be possible to identify every standard and rule applicable to the use of electronic communications devices. Employees are therefore encouraged to utilize sound judgment whenever using any feature of the communications systems. In order to offer employees some guidance, the following principles and standards should be clearly understood and followed:

a. The District's policy against unlawful harassment, including sexual harassment, extends to the use of voicemail, computers, the Internet, and any component of the communications systems. In keeping with that policy, employees should not use any electronic communications device in a manner that would violate that policy. For 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

Section 3 – District Rights. SYCSD retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by SYCSD and not abridged herein include, but are not limited to, the following: To manage 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.

of-pocket expenses due to traffic accidents that occur while on District business if the employee is found not to be at fault. An example of a reimbursable expense is the employee's auto insurance deductible.

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.

B. Requirements for Employment

1. Must have a valid Social Security Number.
2. Must have a valid California Driver's License.
3. Must have a High School Diploma or GED.
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:

- Administration 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.

Machinery and Vehicles:

- Only authorized persons shall operate machinery or equipment.
- Loose or frayed clothing, or long hair, dangling ties, finger rings, etc., shall not be worn around moving machinery or other sources of entanglement.

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.

Upon completion of the initial probationary period, a performance evaluation will be conducted. Newly hired employees, who are still in their initial probationary period, will generally not be approved to take any paid time off.

F. Performance Evaluations - The SYCSD maintains a policy of evaluating your job performance as a means of measuring the efficiency and effectiveness of operations and providing you with meaningful information about your work. Effective performance evaluations also aid in making personnel decisions related to such areas as training, merit pay increases, promotion, job assignments, retention, and long-range planning.

The process is designed to be as objective as possible, focusing on overall performance in relation to job responsibilities and also taking into account conduct, demeanor and record of attendance and tardiness. In addition, special written performance evaluations 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. New Hire 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.

1. 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.

2. 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:

processes, procedures or equipment which present potential new hazards are introduced into the work place, (c) when new, previously unidentified hazards are recognized, (d) when occupational injuries and illnesses occur, (e) when the District hires and/or reassigns permanent or intermittent employees to processes, operations, or tasks for which a hazard evaluation has not been previously conducted, and (f) whenever work place conditions warrant an inspection.

Hazard Correction: Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures: (a) when observed or discovered, and (b) when an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, the District will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.

Accident Exposure Investigation: All accidents shall be promptly investigated by the General Manager or his/her designee.

- Procedures for investigating work place accidents and hazardous substance exposures include: (a) visiting the accident scene as soon as possible, (b) interviewing injured workers and witnesses, (c) examining the work place for factors associated with the accident/exposure, (d) determining the cause of the accident/exposure, (e) taking corrective action to prevent the accident/exposure from recurring, and (f) recording the findings and corrective actions taken.

Training and Instruction: All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows: (a) when the IIPP is first established, (b) to all new employees, (c) to all employees given new job assignments for which training has not been previously provided, (d) whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard, (e) whenever the District is made aware of a new or previously unrecognized hazard, (f) to supervisors to familiarize them with safety and health hazards to which workers under their immediate direction and control may be exposed, and (g) to all employees with respect to hazards specific to each employee's job assignment.

- Workplace safety and health training practices include, but are not limited to, the following: (a) explanation of the District's IIPP, emergency plan action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices and injuries, (b) use of appropriate clothing, including gloves, footwear, and personal protective equipment, (c) information about chemical hazards to which employees could be exposed and other hazard communication program information, (d) availability of toilet, hand-washing and drinking water facilities, (e) provisions for medical services and first aid including emergency procedures.
- 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.

1. Wage Increase - Cost of Living salary adjustments (COLA) shall be applied at exactly the same percentage rate to each position and classification in the salary and wage schedule effective each July 1 of the calendar year. The section does not allow for an individual employee salary/wage to be reduced under the terms of the Agreement.

a. On July 1, 2018 wages will be increased by 3.7% (CPI of March 2018).

b. On July 1, 2019 wages of the employees will increase on by the March CPI number. If the March CPI exceeds 3.5 the wage increase will be capped at 3.5%.

c. On July 1, 2020 wages of the employees will increase on by the March CPI number. If the March CPI exceeds 3.5 the wage increase will be capped at 3.5%.

d. 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. Administration - 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 are 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.

Article 8 – Safety

A. Illness and Injury Prevention Program - Program Goal and Outline: The goal of the SYCSD is to provide safe and healthful working conditions for all of its employees. Therefore, The SYCSD will maintain a safety and health program conforming to the best practices of agencies of this type. The SYCSD's safety and health program will include:

- Providing mechanical and physical safeguards.
- Conducting a program of safety and health inspections to find and eliminate unsafe working conditions or practices, to control safety and health hazards, and to comply fully with the safety and health standards and law for every job.
- Training all employees in good safety and health practices.
- Providing necessary personal protective equipment, and instructions for use and care.
- Developing and enforcing safety and health rules, and requiring that employees cooperate with these rules as a condition of employment.
- Investigating promptly and thoroughly, every accident to determine its cause and correct the problem so it will not happen again.
- Developing a system of recognition and awards for outstanding safety service and/or performance.

Program Responsibilities: Although the SYCSD recognizes that the responsibility for safety and health is shared, the General Manager shall be responsible and have full authority for implementing this policy and the SYCSD's Injury and Illness Prevention Program.

- The SYCSD accepts responsibility for leadership of the safety and health program, for its effectiveness and improvements, and for providing the safeguards required to ensure safe conditions.
- Employees are responsible for wholehearted, genuine operation of all aspects of the safety and health program, including compliance with all rules and regulations and for continuously practicing safety while performing their duties. Any employee found not practicing safety while performing their duties will be subject to discipline.

Program Compliance: Management of SYCSD is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules in a uniform manner.

- All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.
- The SYCSD's system of ensuring that all employees comply with the rules and this program and maintain a safe work environment include: (a) informing employees of the provisions of the SYCSD's IIPP, (b) evaluating the safety performance of all employees, (c) recognizing employees who perform safe and healthful work

P. Use of Personal & Rental Vehicles - Employees of SYCSD will be reimbursed for costs associated with driving their personal automobile on SYCSD business based on the rate established by the Internal Revenue Service (IRS) at that time, which contemplates expenses such as wear and tear on the vehicle, gas, insurance, etc. While driving on SYCSD business, the employee's personal auto insurance is intended to provide the primary insurance coverage. Employees who operate their own vehicles on SYCSD business may do so provided the following conditions are followed:

- The vehicle must be in sound and safe operating condition and maintained as such at the employee's own expense.
- The employee must obey all state and local driving laws and observe driving conditions with the utmost care, including but not limited to wearing a seat belt.
- The employee must possess and maintain a valid California driver's license.
- 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.

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.

L. Pregnancy Disability Leave - Employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible to take a Pregnancy Disability Leave at any time after their date of hire. If you would like to request a California Pregnancy Disability Leave of absence, please follow the procedures outlined at the end of this policy.

Employees temporarily disabled due to pregnancy, childbirth, or related medical conditions are entitled to take up to four months off (i.e., the number of days/hours they would normally work in a four-month period). Pregnancy Disability Leave may be taken intermittently or on a reduced schedule basis when deemed to be medically advisable by your health care provider. All pregnancy disability absences associated with a particular pregnancy (time off for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, recovery from childbirth, etc.) will be considered part of the same Pregnancy Disability Leave.

Pregnancy Disability Leaves are granted on a non-paid basis. However, should you so desire, you may utilize your accrued sick pay and vacation pay to continue your pay during your leave. You may also be eligible for State Disability Insurance benefits. If you do receive SDI benefits, then your use of sick pay and/or vacation pay may be coordinated with your SDI benefits so that your combined receipt of SDI benefits and paid time off approximates the pay you would receive were you not on leave.

While you are on a Pregnancy Disability Leave, the District will maintain your group health insurance benefits on the same terms and conditions as if you were actively working. Employees out on unpaid Pregnancy Disability Leave generally do not accrue paid sick pay or paid vacation or holiday pay.

In lieu of a leave of absence, if you are disabled due to pregnancy, childbirth or related medical conditions you may, when medically necessary, request a transfer to a less strenuous or hazardous position. If there is an open vacant position and such a transfer can be reasonably accommodated, then you will be transferred for the duration of your pregnancy, or for such period of time as your health care provider recommends, provided that you submit a written request for such transfer and, in addition, furnish a doctor's written certification attesting that the transfer request is upon the doctor's advice. Upon such a transfer, you will receive the salary and benefits that are regularly provided to employees in the position to which you have been transferred.

The District will also consider requests for reasonable accommodations other than leaves or transfers for conditions related to pregnancy, childbirth or related medical conditions. A certificate should accompany such requests for other reasonable accommodations from a health care provider verifying that the request for accommodation is being made with the advice of such health care provider.

- 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.
- Reporting to work under the influence of marijuana, impairing prescription drugs, illegal drugs and/or alcohol.
- Threatening or intimidating other employees or supervisor.
- Behavior unbecoming a SYCSD employee; that behavior or action which would adversely prejudice public opinion of the SYCSD.
- Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Division of Motor Vehicles. This rule applies only to those employees who must maintain such a license as a condition of their employment.
- Installing unauthorized software on the SYCSD's computer system.
- Misuse of electronic systems (email, internet, fax) as defined in the SYCSD's policy on electronic communications.
- Inability to maintain cordial and professional relationships with co-workers, members', staff, vendors, and/or Board Members.

B. Just Cause Disciplinary Measurers – The Company shall have the right to discipline by progressive discipline or discharge an employee for just cause. The Company will notify the Local Union of any suspensions or terminations within five (5) working days by electronic mail or regular mail. Discipline occurrences will remain in effect for a running thirty-six (36) month period. The corrective process will follow the form of the following depending on the severity of the offense (1) an informal discussion, (2) written reprimand, (3) suspension without pay, or (4) termination of employment. The SYCSD also reserves the right at any time to impose discipline for just cause, up to and including termination, should it determine that circumstances warrant such action.

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, the employee is required to provide reasonable advance notice and leave may be denied, in the discretion of the General Manager, if such advance notice is not provided.

Sick leave earned but not used in a year may be carried over to the following year, provided, however, that at the end of each calendar year any unused sick leave in excess of one hundred-ninety two (192) hours will be credited to the employee's retirement account.

- Employees do not accrue any sick leave while on leaves of absence of any kind.
- Unused sick leave will not be paid out upon termination.
- Sick leave may not be taken before it is accrued.
- Pay in lieu of sick leave will not be granted.

E. Section 125 Plan/ Health and Dental Insurance - The SYCSD presently pays each employee two thousand dollars (\$2,000) per month to purchase group health and dental insurance through a Section 125 Plan which is a pre-tax benefit. Under the current plan provisions, the Section 125 Plan payment will increase by CPI each fiscal year. Increases will become effective on January 1 of each year. The district will use the CPI percentage published for September to determine the Health Plan 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.. If the September CPI exceeds 3.5 the increase will be capped at 3.5%. The section does not allow for an individual employee's health and welfare monthly benefit to be reduced under the terms of the Agreement.

1. SYCSD will continue to provide AFLAC disability insurance option for all employees.

F. Retirement Benefits - The SYCSD does not participate in Social Security, but in lieu, presently pays 7.65% of each full-time employee's gross salary into a 401A account. Each full-time employee is also currently required to contribute into a 457 Retirement Plan at a minimum of 6.2% of their gross salary. Employees should refer to each plan document for more details. The SYCSD presently contributes 6.2% of each employee's wages, excluding overtime and comp time, into the 457 Plan.

G. Workers' Compensation Program - The SYCSD provides workers compensation coverage. This coverage protects you if you are injured or disabled on the job. It also provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work related injuries. Compensation payments begin from the first day of your hospitalization or after the third day following the injury if you are not hospitalized.

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.

B. Order of Hearing

1. The District's representative shall be permitted to make an opening statement.
2. The employee (or his/her representative) shall be permitted to make an opening statement.
3. The District shall present its evidence.
4. The employee (or his/her representative) shall present his/her evidence.
5. At the discretion of the Personnel Committee, the parties shall be permitted to offer closing statements.

C. Hearing Guidelines

1. The District shall arrange for the making of an audiotape or videotape of the hearing.
2. The employee or the District or both may arrange to have a court reporter present to record the hearing; provided, however, that if the court reporter's notes are transcribed, the other party shall be entitled to a copy of the transcript at cost.
3. The employee and the District may be represented by legal counsel or another person of their choice at the hearing.
4. Each party shall have the right to call and examine witnesses, to introduce evidence, to cross-examine opposing witnesses on any matter covered in direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut evidence introduced by the other.
5. All evidence shall be taken only on oath or affirmation.
6. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in a court of law.

Article 7 – Employee Benefits

A. Introduction - The SYCSD has developed a competitive set of employee benefits to supplement your regular wages. The SYCSD is continually investigating opportunities to improve its benefits as budget limitations permit. The following is an outline of benefits; please refer to your summary plan description booklets or to official plan documents for more specific information.

B. Holidays

Holidays to be observed, are as follows:

- New Year's Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- President's Day 3rd Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Columbus Day 2nd Monday in October
- Veterans Day November 11
- Thanksgiving Day 3rd Thursday in November
- Friday After Thanksgiving 3rd Friday in November
- Christmas Day December 25
- Floating Holiday

If one of the holidays fall on a Sunday, the SYCSD shall observe the following Monday as a holiday. If one of the holidays fall on a Saturday, the District will observe the preceding Friday as a holiday. If employees are required to work on the accrual calendar holiday, or the shifted holiday, they will be eligible for holiday pay.

One (1) floating holiday per fiscal year to be taken at the employee's discretion upon prior approval by the General Manager. The floating holiday cannot be carried over to the following fiscal year, and must be used in the current fiscal year or it will be lost.

In the discretion of the General Manager, employees may be required to work on days otherwise designated as holidays. If an employee is required to work on a holiday, the employee will be paid one and one-half their regular rate of pay for hours worked on a designated holiday, in addition to the eight (8) hours of holiday pay. In the event an employee chooses to take another day as a paid holiday, the scheduling of such alternative holiday shall be subject to the discretion of the General Manager.

An employee who is on a scheduled vacation when a paid holiday occurs shall be eligible for holiday pay.

An employee on any leave of absence is not eligible for holiday pay.

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:

- A. A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted.
- B. The circumstances involved.

The General Manager shall hold discussions with the employee and/or steward and attempt to resolve the matter within three (3) working days after the presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the employee and/or steward and the General Manager. A written response will be provided to the employee and the Union within three (3) working days after the meeting.

Level II - Personnel Committee: In the event the grievant is not satisfied with the decision at Level I, the grievant or the Union may appeal the decision to the Personnel Committee within five (5) working days. A copy of the original grievance shall be supplied to the Personnel Committee along with a clear, concise statement of the reasons for the appeal. The written grievance should also include the decision rendered by the immediate General Manager.

The Personnel Committee as soon as shall schedule hearing to formally receive the written grievance and to hear evidence regarding the issue or issues. The employee or Union may request a meeting open hearing. A written response will be provided to the employee and the Union within five (5) working days after the Committee hearing.

3. Basic Rules

If an employee or the Union does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved.

By agreement in writing by both parties, the parties may extend any and all time limitations of the grievance procedure.

or the employee's ability to perform his or her job will not 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;
- Employees who wish to engage in outside employment that may create a conflict of interest or the appearance of a conflict of interest, must submit a written report to their Supervisor explaining the details of the outside employment. The SYCSD assumes no responsibility for the outside employment. The SYCSD shall not provide workers' compensation coverage for injuries occurring from or arising out of outside employment. If an employee has any doubts, it is recommended that a written report be submitted to insure there are no future problems.

P. Security and Confidentiality - It is the policy of the SYCSD to maintain strict control over entrance to the premises, access to work locations and records, computer information, and cash or other items of monetary value. Employees who are assigned keys, given special access, or assigned job responsibilities in connection with safety, security, or confidentiality of such records, materials, equipment, or items of monetary or business value, will be required to use sound judgment and discretion in carrying out their duties, and will be held accountable for any wrongdoing or acts of indiscretion, malice or terrorism.

Q. Gifts, Entertainment or Favors - Employees must not accept entertainment, gifts, or personal favors that could, in any way, influence, or appear to influence, business decisions in favor of any person or organization with who or with which SYCSD has, or is likely to have, business dealings. Similarly, employees must not accept any other preferential treatment under these circumstances because their position with SYCSD might be inclined to, or be perceived to, place them under obligation.

R. Customer Relations - Employees are expected to be polite, courteous, prompt, and attentive to every person. Never regard a person's question or concern as an interruption or an annoyance. All employees must make every effort to achieve complete, accurate, and timely communications – responding promptly and courteously to all proper requests for information and to all complaints.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. Through your conduct, show

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.

I. Changing Your Employee Information - Your current address and phone number are essential for many purposes. These changes should be noted in writing or via email as soon as possible. You are solely responsible to notify the Secretary to the Board of changes in your personal status including, but not limited to:

- A. Name and/or marital status
- B. Address and/or telephone number
- C. Number of eligible family members
- D. Tax payroll deductions
- E. Emergency contact information
- F. Changes to deferred compensation

J. Drug and Alcohol Abuse - The District is concerned about the use of alcohol, illegal drugs, and controlled substances as it affects the workplace. Use of these substance, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the District. In addition, the use or possession of these substances on the job constitutes potential for danger to the welfare and safety of other employees and exposes the company to the risks of property loss or damage, or injury to other persons. The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and employees should check with their physicians regarding such matters and contact their Supervisor or the General Manager regarding any temporary accommodations that might be appropriate.

In this connection, the unlawful manufacture, distribution, dispensation, possession, purchase, sale, or use of an illegal drug or controlled substance in the workplace, or while engaged in District business on or off the District's premises, is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that in the opinion of management it impairs an employee's ability to perform on the job or threatens the reputation and integrity of the District.

Violation of these rules and standards of conduct will not be tolerated. The District may also bring the matter to the attention of the appropriate law enforcement authorities.