



LOCAL 39 STATIONARY ENGINEERS
International Union of Operating Engineers

MEMORANDUM OF UNDERSTANDING

BETWEEN

PLACER COUNTY WATER AGENCY

AND

IUOE, STATIONARY ENGINEERS, LOCAL 39

REPRESENTING POWER SYSTEM EMPLOYEES

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

TABLE OF CONTENTS

<i>Article</i>		<i>Page Number</i>
Section 1 - Administrative		1
1	Preamble	1
2	Recognition	1
3	Implementation	1
4	Effective and Termination Dates	1
5	Union Rights	2
6	Management Rights	4
Section 2 – Work Week Scheduling		5
7	Work Week and Breaks	5
8	Modified and Alternative Work Schedules	5
Section 3 – Compensation		6
9	Compensation	6
10	Shift Differential	7
11	Overtime	7
12	Call Back Pay	8
13	Rest Period	10
14	Stand-By Pay – Hydro Roving Operators/Hydro Station Operators	10
15	Out-of-Class Pay	11
16	Promotion or Reclass Pay	11
17	Longevity Pay	12
Section 4 – Benefits		13
18	Health Benefits	13
19	Retirement	15
20	Retiree Health Insurance	15
21	State Disability Insurance (SDI)	16
22	Light Duty	16
23	Workers’ Compensation	16
Section 5 – Leaves		18
24	Holidays/Holiday Pay	18
25	Vacation Leave	20
26	Sick Leave	22
27	Catastrophic Leave Donation	25
Section 6 – Reimbursements		27
28	Uniforms	27
29	Meal Allowances	27
30	Costs of Job-Required Certificates and Licenses	29
31	Travel	29
32	Mileage	29

<i>Article</i>		<i>Page Number</i>
Section 7 – Conditions of Employment		30
33	Personnel Rules Administration	30
34	Work Assignments	30
35	Job Descriptions	30
36	Filling of Vacant Positions	30
37	Performance Evaluation Review	31
38	Training	31
39	Safety Committee	31
40	Standards of Conduct and Disciplinary Action	31
41	Employee Grievance Procedure	34
42	Job Abolishment/Lay Off	37
43	Employment Status – Re-Definition	38
44	Employee Service Credit	38
Section 8 – Miscellaneous		40
45	Cash Awards Program	40
46	Exemplary Performance Award Committee	40
47	Satellite Television	40
48	Temporary Change of Headquarters	40
49	CAPPA Cooperation Agreement	42
50	Entire Agreement	43
<i>Appendix</i>		<i>Page Number</i>
A	Power System Unit Classification Listing	44
B	Exemplary Performance Award	45

SECTION 1 - ADMINISTRATIVE

ARTICLE 1 - PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the Agreement, was entered into by and between the Placer County Water Agency, hereinafter referred to as the Agency, and the IUOE, Stationary Engineers, Local 39, AFL-CIO, hereinafter referred to as the Union. Both parties conducted an equitable and peaceful procedure for the resolution of differences to establish the following rates of pay, hours of work, and other conditions of employment for employees of the Power System Bargaining Unit.

ARTICLE 2 - RECOGNITION

The Agency hereby recognizes the Union as the exclusive representative for all employees in the Power System Bargaining Unit, as defined in Appendix A of this agreement, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to hours, wages, and conditions of employment of said employees as authorized by law.

ARTICLE 3 - IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation by the parties to the Agency Board, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, fringe benefits, and other terms and conditions of employment for the employees represented by Local 39 Stationary Engineers. It is expressly intended that the duties, responsibilities, and functions of the Agency in the operation of its mission shall in no manner be impaired, subordinated, or negated by any provisions of this agreement.

ARTICLE 4 - EFFECTIVE AND TERMINATION DATES

This Memorandum of Understanding shall become effective January 1, 2021, and will continue in effect through December 31, 2025, with respect to all employees covered by this agreement. During the period covered by the Memorandum of Understanding, any items concerning wages, hours, and terms and conditions of employment provided by this Memorandum of Understanding shall remain in effect unless the parties agree to revise the same by a written modification to this Memorandum of Understanding, subject to the limitations expressed in Section 3504 of the Government Code.

ARTICLE 5 - UNION RIGHTS

The Union shall have the following rights:

A. Union Access

The Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.

B. Bulletin Boards

The Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Union and shall bear the date of posting. A copy shall be provided to the Human Resources Manager.

C. Use of Facilities

The Human Resources Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of Agency facilities shall be unreasonably denied.

D. Time off for Meetings

Employees shall be given release time for organized meetings with Unit members.

E. List of Stewards

The Union shall furnish the Human Resources Manager upon change, or as needed, a list of all stewards for the Union. The Agency agrees to grant authorized officials and representatives access to designated Agency property to transact official Union business as provided for in this Article.

F. Union Dues, Initiation

The Employer will make a single deduction of an initiation fee from newly hired employees who choose to become Union members and deduct one month's current periodic Union dues based upon a uniform dues schedule from the pay of each employee.

Pursuant to Government Code Section 3502.5(b), all current regular employees and all new employees in the Power System Bargaining Unit who choose to become Union members represented by the Union shall, as a condition of employment, authorize payroll deductions beginning the first pay period of the month of employment or assignment to Power System Bargaining Unit for the payment of dues.

The Union shall defend, indemnify, and hold the Agency harmless against any and all claims, demands, expenses, suits, orders, judgments, or other forms of liability that shall arise out of or by reason of action taken by the Agency under this article.

G. New Hire Orientation

The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.

H. Federal PAC Contributions

The Agency will deduct \$ _____ (as determined by the Local 39 member) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the Agency and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd., Sacramento, CA 95834.

The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the Agency for the costs of such administration.

I. Maintenance in Membership

The written authorization for IUOE dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from IUOE by sending a signed withdrawal letter to IUOE within 30 calendar days prior to the expiration of this Agreement. A withdrawal under this paragraph does not relieve an employee from the Agency Shop provisions.

ARTICLE 6 - MANAGEMENT RIGHTS

The rights of the Agency and its designated management representatives include, but are not limited to:

1. Except as otherwise provided by this MOU, the Agency reserves and retains all of its normal and inherent rights with respect to management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including, but not limited to, the right to determine the number, location, and type of work forces, facilities, operations, and the methods, processes, and equipment to be employed; the scope of services to be performed, along with the method of service, assignment of duties, and the schedule of work time and work hours, including overtime; to contract and sub-contract existing and future work; except where such contracts for service would be for the sole purpose of workforce reductions; to determine whether and to what extent the work required in their operations shall be performed by employees covered by this MOU; to transfer work from or to, either in whole or in part, any of the Agency's work forces or facilities and locations; to determine the number, type, and classification of positions or employees assigned to a program or project unit; to establish and change work schedules, assignments, and facilities locations; to hire, transfer, promote, and demote employees; to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge, or discipline employees; to alter, discontinue, or vary past practices and otherwise to take such measures as the employer may determine to be necessary for the orderly, efficient, and economical operation of the Agency; to take all necessary actions to carry out its mission in emergencies as may be determined by the General Manager or designee; to exercise complete control and discretion over its organization and the technology of performing its work; and to make, amend, publish, and enforce rules and regulations.
2. The Board of Directors of the Agency has the sole authority to determine the mission of the Agency and the amount of the budget to be adopted thereto. No provision herein is intended to restrict consultation or meeting and conferring with employee organizations regarding matters within the right of the Agency to determine, nor to restrict grievances arising from the practical consequences of determinations made by the Agency. No provision herein is intended, nor shall it be construed, to modify the duties or authorities vested by law in the Agency, its Board, or its General Manager.

SECTION 2 – WORK WEEK SCHEDULING

ARTICLE 7 - WORK WEEK AND BREAKS

A. Work Week

The official work week shall begin at 5:01 p.m. on Friday and end at 5:00 p.m. on the following Friday except for those employees working a mutually agreed upon alternative work schedule (e.g., 9/80 schedule, 4/10 schedule). A work day for purposes of holiday pay and floating holiday pay accruals shall be defined as an eight- (8) hour work day, regardless of an employee's work schedule (i.e., 9/80 schedule or a traditional 5-8 schedule). The work week for employees on a mutually agreed upon alternative work schedule shall be modified, as necessary, in order to remain in compliance with Federal and State labor regulations regarding work hours and overtime. Except as otherwise provided, an employee who occupies a regular full-time position shall work 40 hours in each work week.

If a change from the employee's current shift is proposed, the Agency agrees to meet and confer on the changes. Modified and flexible work schedules may be established with the prior approval of both management and the employee(s) who are affected. Such schedules may include, but need not necessarily be limited to, work weeks consisting of four (4) 10-hour days or other flexible schedules.

B. Breaks

Each employee shall be entitled to take one 15-minute break for each four (4) hours of work performed in a work day. If an employee fails to take a break to which he/she is entitled, the break is waived by the employee.

ARTICLE 8 - MODIFIED AND ALTERNATIVE WORK SCHEDULES

An employee whose schedule is changed without 48 hours advance notice shall be paid at the rate of time and one-half (1-1/2).

SECTION 3 – COMPENSATION

ARTICLE 9 - COMPENSATION

A. Cost of Living Adjustments (COLAs)

1. Effective the first full pay period of January 2021, employees shall receive a COLA of 2.0%.
2. Effective the first full pay period of January 2022, employees shall receive a COLA equivalent to the CPI-U (All Urban Consumers for U.S. City Average) for the period of December 1, 2020, through November 30, 2021. In no event shall the COLA be less than 1.6% or greater than 5.0%.
3. Effective the first full pay period of January 2023, employees shall receive a COLA equivalent to the CPI-U (All Urban Consumers for U.S. City Average) for the period of December 1, 2021, through November 30, 2022. In no event shall the COLA be less than 1.6% or greater than 5.0%.
4. Effective the first full pay period of January 2024, employees shall receive a COLA of 3.0%.
5. Effective the first full pay period of January 2025, employees shall receive a COLA of 3.0%.

Further, the Agency shall conduct a salary survey with its agencies of comparison for classifications included in the Power System unit during the first six (6) months of calendar year 2024. The median salary for the agencies of comparison (based upon top step in the salary range for comparable classes) shall be used for salary comparison purposes. Internal salary relationships for classifications for which market salary survey data is unavailable shall be preserved. When an Agency classification lags the market median, the classification's salary range shall be adjusted by an amount equivalent to the market lag. Implementation of salary adjustments, if warranted, shall be completed by October 1, 2024. For purposes of the survey, the agencies of comparison shall be:

- Bureau of Reclamation
- Merced Irrigation District
- Nevada Irrigation District
- Sacramento Municipal Utility District
- South Feather Water and Power
- Tri-Dam
- Yuba County Water Agency

ARTICLE 10 - SHIFT DIFFERENTIAL

All hours worked by Power System employees between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional 5% differential rate unless it is the result of flextime agreed to by the employee or the result of overtime being worked by the employee.

ARTICLE 11 - OVERTIME

A. Overtime Defined

Overtime is defined as work performed by an employee in a regular full-time position in excess of 40 hours of actual work in a work week, or in excess of eight (8) hours in a work day for employees working a 5-8 schedule; nine (9) hours in a work day for employees working a 9/80 schedule; and 10 hours in a work day for employees working a 4/10 schedule. Paid time off for vacation, holidays, sick leave, CTO, as well as that part of an eight- (8) hour rest period which falls within an employee's regularly scheduled work day shall be considered actual hours worked. All overtime must be authorized in advance by the employee's Department Manager or designee.

B. Computation of Overtime

Overtime earned may be paid in wages or taken in the form of CTO at the option of the employee. Overtime, whether paid as wages or taken in the form of CTO, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. No employee shall have more than 120 hours of accumulated CTO on the books at any time. CTO in excess of the 120-hour limit will be paid as wages. CTO may be taken at any time with the prior approval of the employee's Department Manager or designee. If the use of CTO is denied, the employee may request payment as wages in lieu of the denied CTO. CTO may be used through December 31st. Any accrued CTO in excess of 40 hours as of the end of the calendar year will be paid to the employee as wages on the paycheck for the first full pay period in the new calendar year. Any CTO hours carried over to the new calendar year must be taken as paid leave in the new calendar year prior to using any other form of paid leave (e.g., vacation, floating holiday, CTO earned in the new year); the carried over hours may not be paid as wages. Overtime shall be paid to the nearest one-quarter (1/4) hour at the applicable rate.

C. Employee Held Over after Conclusion of Regular Work Shift

When an employee is held over after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1-1/2) for hours worked in excess of his/her regular work shift. After 16 hours have elapsed from the start of the employee's work day, an employee who is held over shall be paid at the rate of double time and one-half (2-

1/2) until the employee is released from work for an uninterrupted rest period of eight (8) hours.

D. Employee Scheduled in Advance to Report Prior to Start of Regular Shift

1. An employee who has had an uninterrupted rest period of eight (8) hours between shifts and is scheduled in advance to report to work prior to the start of his/her regular work shift shall be paid at the rate of time and one-half (1-1/2) for hours worked before the regular work shift commences.

EXAMPLE: An employee's regular work shift begins at 7:00 a.m. and concludes at 3:30 p.m. The employee is scheduled in advance to report to work at 5:00 a.m. The employee will be paid at the overtime rate of time and one-half (1-1/2) for the two (2) -hour period of 5:00 a.m. to 7:00 a.m.

2. An employee who is scheduled in advance to report to work prior to the start of his/her regular work shift shall receive straight time pay for his/her regular work shift (e.g., hours worked between 7:00 a.m. to 3:30 p.m.).

E. Overtime Distribution

Overtime work shall be distributed among the employees in the same classification as equally as is practicable. The following factors will be considered in determining the practicality of equalizing prearranged or emergency overtime distribution:

1. An employee's preference for not working overtime.
2. An employee's seniority in the classification.
3. Allowing an employee who starts a job to finish it.
4. Management's need to accomplish the work.

ARTICLE 12 - CALL BACK PAY

A. Call Back Defined

After completing his/her normal work shift and leaving the workstation or being off work on pre-approved scheduled leave (e.g., vacation, floating holiday, CTO), an employee who responds to an authorized order to return to work to perform emergency or non-scheduled work shall be entitled to overtime. If the employee is off work on pre-approved scheduled leave, for purposes of timekeeping he/she shall remain on paid leave and be eligible for full

overtime pay. The minimum number of overtime hours to which the employee is entitled shall be two (2) hours at the rate of time and one-half (1-1/2). Commuting time up to a maximum of one (1) hour shall be counted as time worked when the employee is called back.

B. Telephone Calls

Cumulative time spent on the telephone in excess of 15 minutes shall be compensable as call back time. This applies only to telephone calls taken by the employee which do not require a return to work. This section is not applicable to those employees who are on stand-by.

C. Call Back within Eight (8) Hours of Conclusion of Regular Work Shift

When an employee is called back within eight (8) hours after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1-1/2) for hours worked in excess of his/her regular work shift. After 16 hours have elapsed from the start of the employee's regular work shift, an employee who is called back shall be paid at the rate of double time and one-half (2-1/2) until the employee is released from work for an uninterrupted rest period of eight (8) hours.

D. Call Back after Eight (8) Hours Have Elapsed from Conclusion of Regular Work Shift

1. When an employee is called back after eight (8) hours or more have elapsed from the conclusion of the employee's regular work shift, but prior to the commencement of his/her next regular work shift, the employee shall be paid at the rate of time and one-half (1-1/2) until the beginning of the employee's next regular work shift, at which time the employee will receive the regular rate of pay until the end of that work shift.

EXAMPLE: An employee works his normal work shift from 7:00 a.m. to 3:30 p.m. The employee is called back to work at midnight and works three (3) hours. The employee is compensated at the rate of time and one-half (1-1/2) for those three (3) hours. The employee is then paid at his regular rate of pay for his normal work shift which begins at 7:00 a.m.

2. After 16 hours have elapsed from the commencement of the employee's call back start time, the employee shall be paid at the rate of double time and one-half (2-1/2) for hours worked outside of the employee's regular work shift until the employee is released from work for an uninterrupted rest period of eight (8) hours.

EXAMPLE 1: An employee works his/her regular work schedule of 7:00 a.m. to 3:30 p.m. Monday through Friday. The employee is called back to work at 7:30 a.m. on Saturday and works until 1:30 a.m. Sunday. The employee is compensated at the rate of time and one-half (1-1/2) for the hours 7:30 a.m. to 11:30 p.m. (16 hours) and double time and one-half (2-1/2) for the hours 11:30 p.m. to 1:30 a.m. (2 hours).

EXAMPLE 2: An employee works his/her regular work shift of 7:00 a.m. to 3:30 p.m. on Tuesday. The employee is called back to work at midnight and works until 5:00 p.m. on Wednesday. The employee is compensated at the rate of time and one-half (1-1/2) for the hours midnight to 7:00 a.m. (7 hours). The employee is compensated at his/her regular rate of pay for his/her normal work shift of 7:00 a.m. to 3:30 p.m. (8 hours). The employee is compensated at the rate of time and one-half (1-1/2) for the time period 3:30 p.m. to 4:00 p.m. (30 minutes) and double time and one-half (2-1/2) for the time period 4:00 p.m. to 5:00 p.m. (1 hour). The employee receives double time and one-half (2-1/2) for the final hour because 16 hours have elapsed from the commencement of the employee's call back start time.

ARTICLE 13 - REST PERIOD

1. An employee is entitled to an uninterrupted rest period of eight (8) hours prior to the start of his/her work shift. If, as a result of working overtime, the employee's eight (8) hour rest period extends into his/her next regular work shift, the employee shall receive straight-time pay for those rest period hours which extend into his/her work shift, provided the employee reports to work at the end of the eight- (8) hour rest period.
2. If, at the conclusion of the employee's rest period, the number of hours remaining on his/her regular work shift amount to four (4) or less, the employee, with the approval from his/her supervisor, may use accrued vacation or compensatory time off (CTO) to account for the time between the end of the rest period and the end of his/her regular work shift.

ARTICLE 14 - STAND-BY PAY - HYDRO ROVING OPERATORS AND HYDRO STATION OPERATORS

When the Agency places a Hydro Roving Operator or Hydro Station Operator on Stand-by Duty, the employee is required:

1. To be ready to respond immediately to calls for service;
2. To be reachable by telephone/pager;
3. To be available to utilize any appropriate type of electronic or computerized means of response, including SCADA , smartphones, and mobile computers;
4. To remain within a reasonable distance of the work location; and

5. To refrain from activities which might impair their ability to perform assigned duties.

Employees shall be compensated for stand-by duty at the rate of the equivalent of 2.0 hours wages per day for all days for 24 hours of stand-by duty, or any portion thereof. Such pay shall be paid in the pay period earned. In addition, if an employee on stand-by duty is called to active duty, he or she shall be paid at the overtime rate for a two- (2) hour minimum or the time actually worked, whichever is greater.

ARTICLE 15 - OUT-OF-CLASS PAY

On occasion, due to operational necessity, an employee may be required to perform a majority of essential duties of another classification with a higher salary range. In such cases, payment for out-of-class work shall be 5% above the regular base pay of the employee for all hours worked in the higher classification. Such pay shall be a minimum of the "A" step of the higher classification and no more than the maximum of the highest step of the higher classification. If the 5% increase falls between steps, the next higher step is used.

Eligibility for out-of-class pay will be subject to the following conditions:

1. The assignment to work in the higher classification must be made in advance by the Department Manager and approved by the Director of Administrative Services.
2. Employees who are assigned to the higher class must be required to perform a substantial number of the essential tasks of the higher-level position. The employee with the most seniority, qualifications, and ability to perform at the higher level shall be given first consideration of the higher class.

An employee will be eligible for out-of-class pay when assigned to perform the duties of a higher classification for at least three (3) consecutive work days.

Out-of-class assignments shall not be used to circumvent the hiring process.

ARTICLE 16 - PROMOTION OR RECLASS PAY

Applicable Pay Rates following Promotion or Reclassification

1. If an employee is promoted or reclassified to a position in a class with a higher pay range, such employee shall be entitled to receive the rate of compensation in "Step A", the entrance step of the class to which he/she has been promoted.

2. If the pay ranges overlap, promotion or reclassification shall be effected to the next higher salary in the range of the new class which will provide for an increase of not less than 5%. In no event shall the new salary be higher than the maximum of the salary range of the class to which the employee is promoted or reclassified.

ARTICLE 17 - LONGEVITY PAY

Employees with continuous full-time service totaling 10 years shall receive a salary increase of 2.5% over and above their regular hourly rate. Employees with such continuous service totaling the equivalent of 15 years shall receive an additional salary increase of 2.5% over and above their regular hourly rate and the 2.5% longevity pay granted for their service over 10 years.

SECTION 4 – BENEFITS

ARTICLE 18 - HEALTH BENEFITS

A. Health Insurance

The Agency shall continue membership in the CalPERS Health Insurance program. Effective January 1, 2021, the monthly Agency contribution is as follows:

\$1,170.08 per month for Employee Only
\$1,634.00 per month for Employee Plus One
\$2,124.00 per month for Employee Plus Family

Effective January 1, 2022, the Agency will pay the previous year's contribution plus 70% of the average premium increase for available HMO plans for employee plus one and employee plus family and will pay the BlueShield Access+ (Region 1) rate for employee only. Employees shall be responsible for any amounts over and above these amounts.

Effective January 1, 2023, the Agency will pay the previous year's contribution plus 70% of the average premium increase for available HMO plans for employee plus one and employee plus family and will pay the BlueShield Access+ (Region 1) rate for employee only. Employees shall be responsible for any amounts over and above these amounts.

Effective January 1, 2024, the Agency will pay the previous year's contribution plus 70% of the average premium increase for available HMO plans for employee plus one and employee plus family and will pay the BlueShield Access+ (Region 1) rate for employee only. Employees shall be responsible for any amounts over and above these amounts.

Effective January 1, 2025, the Agency will pay the previous year's contribution plus 70% of the average premium increase for available HMO plans for employee plus one and employee plus family and will pay the BlueShield Access+ (Region 1) rate for employee only. Employees shall be responsible for any amounts over and above these amounts.

B. Dental and Vision Insurance

The Agency shall continue dental and vision plans that permit dependent coverage. The Agency shall continue to pay the premium for dental and vision coverage for the employee only. Dependent coverage shall be paid by the employee.

C. Life and Accidental Death and Dismemberment (AD&D) Insurance

The Agency will pay 100% of the premium cost for Term Life Insurance and AD&D coverage. The death benefit will be equal to twice the employee's annual salary (excluding overtime) up to age 65.

D. Long-Term Disability Insurance

The Agency will continue to provide a long-term disability insurance plan for all employees in the bargaining unit. The cost for this benefit shall be borne by the Agency.

E. Employee Assistance Program

The Agency will continue to provide an Employee Assistance Program (EAP) for employees. The Agency reserves the right to select the provider and the benefit coverage levels.

F. 125/Flexible Spending Plan

Premium costs for eligible group insurance plans will be processed through the 125 Plan (flexible spending plan) with the Agency paying the administrative fee for the insurance premium account. All deductions will be made on a biweekly basis (24 deductions in a year).

G. Medical Opt Out

The Agency provides a "medical opt out" option wherein if an employee is eligible for medical benefits and demonstrates in writing medical coverage from another source, the Agency will provide a monthly stipend to the employee of \$300. This amount shall be paid in two (2) installments each month (24 payments in a year) in the employee's regular payroll checks. The monthly stipend is considered taxable income.

H. Affordable Health Care Act – Medical Re-Opener

1. The parties recognize that during the term of this agreement, it may be necessary to make changes to this Article, Health Benefits, specifically; coverage tiers, plan offerings, and changes required by law. When it becomes necessary to make a one-time change to this Article due to the Affordable Health Care Act, the parties agree to meet in good faith pursuant to Government Code 3500 et seq. Current health care benefits and coverages shall remain intact until such time the meet and confer is necessary, where the current health care benefits and coverages shall be maintained to the extent possible.
2. Any agreement resulting from such negotiations shall become an addendum to this agreement.

- Any changes resulting from this section will only be implemented if such change is applied to all employees within the Agency.

ARTICLE 19 - RETIREMENT

The Agency participates in the California Public Employees’ Retirement System (CalPERS). The benefit formula for employees hired prior to January 1, 2013, or those hired after that date with prior CalPERS membership, is 2.7% at age 55 (single highest year). Employees pay the full 8% employee share of the cost. The benefit formula for employees hired on or after January 1, 2013 is 2.0% at age 62 (three-year average). Employees pay the full 6.25% employee share of the cost. The Agency also participates in Social Security.

ARTICLE 20 - RETIREE HEALTH INSURANCE

- For purposes of this policy, health insurance does not include dental or vision care.
- The Agency will continue the Public Employees’ Medical and Hospital Care Act (PEMHCA) insurance plan through the term of this agreement.
- Following is a breakdown of benefits and eligibility based on Agency date of hire:

Employees Hired Prior to January 1, 2010

Minimum required CalPERS service:	5 years
Minimum required Agency service:	5 years
Basis of premium formula:	Agency active employee health insurance premium caps
Amount paid by Agency:	The Agency’s contribution amount increases annually by 5% of the active employee health insurance premium cap or \$100, whichever is less, until 100% of the active employee health insurance premium cap is reached. Visit <i>The Splash</i> or contact Administrative Services for specific annual contribution amounts.

Employees Hired On or After January 1, 2010

Minimum required CalPERS service:	10 years
Minimum required Agency service:	5 years
Basis of premium formula:	CalPERS health insurance premium caps
Amount paid by Agency:	Fixed percentage based on CalPERS Years of Service, starting at 50% at 10 years of CalPERS service and increasing by 5% for each additional year of CalPERS service until 100% of the CalPERS health insurance premium cap is paid, which equates to 20 years of CalPERS service. To determine employee-specific percentage, contact Administrative Services.

4. If a retiring employee opts to use unused accrued sick leave under provisions of Article 26 to pay the cost of retiree health insurance premiums, the Agency will pay the amount of the retiree health insurance premium cap directly to CalPERS and will pay directly to the employee any remaining monthly balance up to the current active employee health insurance premium cap.

ARTICLE 21 - STATE DISABILITY INSURANCE (SDI)

The Agency agrees to integrate SDI benefits with sick leave. The employee shall pay required premium costs which will be deducted from their paycheck and transmitted to the state by the Agency.

ARTICLE 22 - LIGHT DUTY

The Agency agrees to provide for light duty assignments.

ARTICLE 23 - WORKERS' COMPENSATION

The Agency will integrate sick leave with workers' compensation temporary disability benefits. This will extend the amount of time the employee can receive sick leave, vacation, or CTO. The employee must make sure the check stub reaches the Administrative Services Department in a

timely fashion in order to receive this benefit.

The Agency will continue to pay the employer's share of the group health insurance premium in the amounts listed in Article 18, including medical, dental, and vision, while an employee is drawing benefits for industrial injury or illness after that employee has exhausted all current income from salary and sick leave. This benefit will end at such time as the employee is no longer an employee of the Agency.

SECTION 5 – LEAVES

ARTICLE 24 - HOLIDAYS/HOLIDAY PAY

Subject to the needs of the Agency, eligible employees will be allowed time off with full pay for the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day (the third Monday in January)
3. President's Day Observance (the third Monday in February)
4. Memorial Day Observance (the last Monday in May)
5. Independence Day
6. Labor Day Observance (the first Monday in September)
7. Veterans Day Observance (November 11)
8. Thanksgiving Day
9. The Day after Thanksgiving Day
10. Christmas Day
11. Every day appointed by the President or Governor for a public fast, Thanksgiving, or holiday and approved by the Agency's Board of Directors.
12. Three (3) floating holidays to be taken at each employee's discretion annually which must be scheduled with the employee's Department Manager and taken prior to December 31st annually. Floating holiday leave shall be taken in minimum units of one-quarter hour.

When any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. When any of the above holidays fall on a Saturday, employees shall be entitled to a holiday on the preceding Friday unless the Board of Directors directs that eight (8) hours be added to each full-time employee's annual vacation leave. For purposes of this provision, the actual holiday will be observed for Hydro Roving Operators and Hydro Station Operators.

When any of the above holidays fall on a normal day off for a regularly scheduled employee,

regardless of his/her work schedule (e.g., 5-8s, 9/80), an additional eight (8) hours shall be added to the employee's annual vacation leave.

A. Employees Eligible for Holiday Pay

1. Probationary and regular full-time employees shall be eligible for full holiday pay.
2. Regular part-time employees shall be paid for holidays at their normal rate of pay in the same ratios as their hourly work schedule bears to the normal work schedule of a full-time employee, provided that the holiday falls on the employee's regularly scheduled work day.
3. Temporary, seasonal, and extra help employees shall not receive any holiday pay except straight-time pay for hours actually worked.

B. Compensation for Work on Holidays

1. If an employee is required to work on a day being observed as an Agency holiday, the employee shall be paid overtime compensation at one and one-half (1-1/2) times the employee's regular rate of pay plus the amount provided for in this article for holiday pay. As an example, a permanent full-time employee required to work on a holiday would be paid a total of two and one-half (2-1/2) times the employee's regular rate of pay.
2. If a holiday occurs during the time an employee is on a "leave of absence," the employee shall not be entitled to receive pay for the holiday.
3. When any of the above holidays falls during a regular, scheduled vacation period, the employee will be entitled to the holiday.

C. Holidays for 4/10 Schedule

Effective January 1, 1994, those employees within the Power System Bargaining Unit that are on the 4/10 schedule shall be paid 10 hours holiday pay for each holiday recognized by the Agency. In addition, those same employees on the 4/10 schedule will no longer receive the following holidays: the day after Thanksgiving and two (2) Floating Holidays. The Agency further agrees to allow one (1) floating holiday and four (4) hours of floating holiday time.

If at any time the 4/10 scheduling ceases, the employees will revert to the normal holidays prospectively.

ARTICLE 25 - VACATION LEAVE

A. Full-Time Employees

1. Each regular full-time employee having the following years of service shall earn the following hours vacation for each paid, regularly scheduled working hour. An employee may earn vacation credits only on 80 regularly scheduled working hours in any one pay period.

<u>YEARS OF SERVICE</u>	<u>EARNED PER HOUR</u>
0 through 2	.0385
3 through 4	.0461
5 through 9	.0577
10 through 19	.0769
20 or more	.0962

NOTE: Per year equivalents are:

- .0385 = 80 working hours
- .0461 = 96 working hours
- .0577 = 120 working hours
- .0769 = 160 working hours
- .0962 = 200 working hours

2. No probationary employee shall earn or accrue vacation credit until he/she has been continuously employed for a period of 13 complete pay periods. Upon successful completion of 13 pay periods, such employee shall receive five (5) days of vacation credit and begin accruing at the rate stated above in (1). An employee ceases to accrue vacation hours once they have accrued 320 hours until such time as they have used vacation hours.
3. Accrued vacation shall be taken in minimum units of one-quarter hour.
4. The Agency will give preference to the order in which vacation requests are received. In the event that requests are received at the same time for the same period and all cannot be granted, seniority will be the determining factor.
5. Changes in vacation schedules shall be allowed provided staffing/scheduling conflicts do not result and the change is acceptable to the Agency. The Agency shall respond to a request for time off no later than five (5) working days after it has been submitted.

B. Vacation Pay upon Termination of Employment

1. Upon leaving employment, employees shall be paid the monetary value of their earned vacation leave but not exceeding the maximum amount of vacation leave that may be accumulated under the provisions of this Article.
2. If terminating employees take accrued vacation leave immediately prior to the effective date of their termination, it shall not be necessary to keep the position vacant for the equivalent time of the vacation period.

C. Cash Payment

An employee whose vacation accrual balance is at least 200 hours as of December 31st of any calendar year may make an irrevocable decision to sell back vacation they will accrue in the following calendar year as follows:

1. An election period will occur each December (called the election year) during which an employee may make an irrevocable election to sell back vacation that will accrue in the upcoming year (called the accrual year).
2. An employee utilizing this provision must submit an irrevocable election form by December 31st of the election year, and only vacation hours that will accrue in the accrual year can be designated for sell back.
3. The actual cash payment for the designated sell back hours cannot occur until the hours have accrued in the employee's vacation leave bank.
4. When the designated vacation hours have accrued and the employee is ready to request a cash out, he/she will submit a completed Request to Cash Out Vacation form. An employee may cash out up to 40 hours of accrued leave at a time.
5. Designated vacation cash outs must occur by the last paycheck of the accrual year.
6. The vacation sell back election is irrevocable.

D. Additional Vacation for 20 Years Career Service

In addition to all other vacation benefits provided for in this Article and in recognition of loyal career service, an employee who completes 20 years of service in a regular full-time position shall be entitled to 40 hours paid leave to be taken at the convenience of the employee and his/her appointing authority within one (1) year of completion of the 20 years of service. This one-time 40 hours paid leave shall be in addition to all other vacation benefits earned by the employee.

E. Part-Time Employees

1. Regular part-time Agency employees shall be entitled to vacation leave with pay that shall be earned on a prorated basis upon the number of hours worked by the regular part-time employee.
2. Notwithstanding subparagraph (1) above, the provisions of this article shall not be applicable to regular part-time employees not having definite, fixed hours of employment and whose positions have not been allocated to the Agency.

ARTICLE 26 - SICK LEAVE

Sick leave is defined as an absence from duty by an employee because of:

1. Employee's own illness or medical or dental examinations, or injury or exposure to contagious diseases which incapacitates the employee from performing his/her duties; or
2. Attendance upon a member of his/her family because of illness, injury, death, or exposure to contagious disease and where the attendance of such employee is definitely required.

As used in this section, "family" means parents, spouse, or children, by blood, marriage, or adoption, or a domestic partner, grandparents, grandchildren, siblings, or close relative who is demonstrably dependent upon the employee.

A. How Computed

1. Each regular full-time Agency employee shall be entitled to sick leave which shall accrue on the basis of 0.0462 hours for each paid, regularly scheduled working hour of full-time employment. Part-time regular employees shall be entitled to sick leave which shall accrue in the same proportion to one (1) day for each full month continuous service that their work time bears to the normal work day for a full-time employee.
2. Unused sick leave may be accumulated from year to year.
3. No probationary employee shall be entitled to receive sick leave until s/he has been continuously employed for a period of 90 days. Upon successful completion of 90 days of employment, such employee shall receive accrued sick leave and continue accruing at the rate stated in (1) above.

B. How Taken

1. Sick leave shall be taken in minimum units of one-quarter hour.
2. Sick leave shall not be allowed or taken until earned.

C. Limitations, General

1. Sick leave absences because of death in the employee's immediate family shall not exceed 80 hours in each instance.
2. Employees absent on sick leave 15 consecutive working days or longer shall not be permitted to return to duty without a physician's certificate attesting to the employee's ability to perform his normal duties.
3. The 80-hour limitation provided for in paragraph (1) of this section may be increased under special circumstances if approved by the General Manager or designee.

D. Evidence of Illness

The General Manger or designee may require satisfactory evidence of illness for any period of illness or disability.

E. Bereavement Leave

Employees may allocate up 30 hours of Compensatory Time Off (CTO) to a Bereavement Leave Bank to be used because of a death in the employee's immediate family. The Bereavement Leave Bank may be replenished at any time, but in no event shall the number of hours banked exceed 30. In the event an employee suffers a serious health issue or injury resulting in the depletion of the employee's other leave banks, the Bereavement Leave Bank may be used as paid leave. Upon leaving employment, employees shall be paid the monetary value of their hours in the Bereavement Leave bank.

Sick leave may be used for bereavement when the employee's Bereavement Leave Bank has been exhausted, but the total amount of time taken for bereavement purposes shall not exceed 10 days in each instance. Bereavement leave can be extended under special circumstances with approval by the General Manager or designee.

F. Payment for Unused Sick Leave upon Termination of Employment

Employees leaving the Agency's employ in good standing with more than one (1) year of continuous service may, upon request, be paid the monetary value of the earned sick leave, subject to the following provisions:

1. "Good Standing," as used in this Section, shall mean employees who gave the required minimum two (2) weeks' notice and who have not been discharged for cause. It shall also mean employees who have been laid off.
2. Accrued sick leave hours shall be paid for at the rate of 50% of the hourly rate of such employee at the time of his/her termination, and no such employee shall receive more than \$6,000 for such unused sick leave.
3. The benefits granted hereunder shall not become a vested right of any employee, but rather are subject to amendment in the same manner as all other provisions relating to compensation.
4. Employees receiving compensation under this section shall not be eligible for reinstatement within 90 days after effective date of termination.
5. If an employee with more than one (1) year of continuous service dies, the benefits payable under subparagraph (2) above shall be payable to his/her surviving spouse or, if there is no surviving spouse at the time of such death, to his/her heirs.
6. Notwithstanding the provisions of subparagraph (2) above, any employee retiring from the Agency's service and eligible to receive Public Employees' Retirement System benefits at the time of such retirement shall have the following options.
 - a. To receive the pay-off specified in (2) above.
 - b. To apply accumulated unused sick leave toward an early retirement on a day-for-day basis but not to exceed 130 days or 1,040 hours. An employee exercising this option shall not accrue any additional sick leave, vacation leave or holiday leave during the time the employee is on early retirement.
 - c. If requested by the retiree, the retiree may have one (1) month's premium for health insurance for himself or herself only paid for each eight (8) hours of unused accrued sick leave, or in the alternative, the retiree may have one (1) month's premium for health insurance for both the retiree and the retiree's spouse paid for each 16 hours of unused accrued sick leave until eligible for Medicare.
 - d. Retiree may use his/her unused sick leave in any one or in any combination of the ways set forth in a), b), and c) of this subparagraph 6.

EXAMPLE: A retiring employee has a balance of unused sick leave of 2,000 hours. The employee is retiring in nine (9) months. The employee has opted to use his/her sick leave balance as follows:

- Will apply 1,040 hours toward an early retirement; and

- Will use 480 hours to cover 60 months of premiums for health and accident insurance for employee only coverage; and
 - Will cash out the remaining 480 hours of sick leave, per subparagraph 2 above, at a rate of 50% of his/her current hourly rate of pay in an amount not to exceed \$6,000.
7. Any regular full-time employee who, upon terminating employment, accepts reinstatement with the Agency in a regular part time position, which is to commence within 30 days after his/her termination of full-time employment, shall have any benefits payable to the employee pursuant to this section deferred until such employee terminates his/her regular part time employment.

G. Sick Leave Buy Back

Employees returning from medically caused leaves of absence may, with the approval of the General Manager or designee, "buy back" sick leave time used as a result of the medical condition causing the leave of absence. Such sick leave can be bought back by the employee reimbursing the Agency in full for the compensation which the Agency paid to the employee for the time the employee was absent during such sick leave.

ARTICLE 27 - CATASTROPHIC LEAVE DONATION

Regular full-time employees may voluntarily donate vacation or CTO hours to another regular employee based on the following criteria:

1. To be eligible as a recipient, an employee must have a verifiable long-term illness or injury, e.g., cancer, heart attack, stroke, serious injury, etc., or death in the immediate family and must have exhausted all personal vacation, sick leave, and CTO, or will soon have exhausted such leave resulting in the employee being in a non-paid status.
2. Donations must be made to a specified individual only.
3. The person receiving the donated hours must have achieved regular status with the Agency.
4. Donated vacation or CTO hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the recipient by converting the dollar amount donated to the recipient's hourly rate.

EXAMPLE: Employee A is paid \$30 per hour and donates one (1) hour to employee B who is paid \$15 per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half (1/2) hour

increment.

5. Once donated, vacation or CTO hours cannot be reclaimed by the donor.
6. When an employee is using donated hours, the employee will not accrue vacation or sick leave time.
7. The maximum time that may be initially donated into an employee's account is 1,040 hours. Additional time may be donated if the initial donation is exhausted to a maximum of 1,040 hours. To be eligible to receive more than the aggregate total of 2,080 hours, there must be a favorable prognosis for recovery and a predictable date of return to work.
8. In no event shall donated time have the effect of altering the rights of the Agency or the recipient relevant to employment, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
9. The Union shall be responsible for securing donations to sick leave accounts. All donations must be done in writing and include the dated signature of the donor on a form mutually agreed upon by the Agency and the Union.

SECTION 6 – REIMBURSEMENTS

ARTICLE 28 - UNIFORMS

The Agency shall supply uniforms for employees as prescribed by the Department Manager. Agency-furnished uniforms for any employee or class of employees shall remain the property of the Agency. Employees shall wear the complete uniform furnished by the Agency at all required times.

All regular full-time employees in the classifications listed below shall be eligible for a protective footwear stipend of \$250 per year, payable in the first full pay period in January, for protective footwear related to their assigned job duties. Employees shall purchase and wear protective footwear appropriate to their job classification. Employees shall be responsible for the reasonable care and maintenance of their protective footwear. The Agency reserves the right to determine the footwear appropriate to the job. In the event a second pair of protective footwear is needed during the calendar year due to work-related damage through no fault of the employee, the Agency agrees to provide the employee an additional \$250 stipend.

Authorized job classifications for a protective footwear stipend are as follows:

- Hydro Communications Technician
- Hydro Electrical Machinist
- Hydro Electrical Technician
- Hydro Maintenance Specialist
- Hydro Maintenance Supervisor
- Hydro Operations Supervisor
- Hydro Plant Electrician
- Hydro Plant Mechanic
- Hydro Roving Operator
- Hydro Station Operator
- Hydro Utility Worker I/II

ARTICLE 29 - MEAL ALLOWANCES

A. Per Diem – Overnight Travel

1. Per Internal Revenue Service regulations (Publication 463, Travel, Entertainment, Gift, and Car Expenses), per diem shall only be given when the trip includes an overnight stay.
2. The Agency provides a per diem reimbursement of up to \$66 per day (taxes and tip included) for a traveler's meals and incidental expenses during an overnight trip:
 - a. Incidentals include baggage handling and gratuities.

- b. Receipts for per diem meals and incidentals are not required.
- c. If the traveler spends an amount in excess of the per diem amount, the excess expense is not eligible for reimbursement.
- d. On occasions when the employee is traveling to a training or conference location where the cost of meals is typically higher, the employee can, with pre-approval from management, be reimbursed in accordance with the U.S. General Services Administration (www.gsa.gov/perdiem) meals rate schedule for the area in which the costs are incurred.
- e. If a meal is included in the cost of registration, or is otherwise provided at a meeting, conference, or training session, appropriate deductions must be made from the per diem allowance (unless otherwise preapproved by management).

Daily per diem rate is \$66, as follows:

- \$16 = Breakfast
- \$17 = Lunch
- \$28 = Dinner
- \$ 5 = Incidental Expenses

3. The first and last calendar days of travel are calculated at 75% of the daily per diem rate.
4. Per diem reimbursement requires the submission of a claim form once travel is completed. The prescribed per diem rates will be updated annually (October 1) in accordance with changes to GSA.

B. Meal Reimbursement

If an employee is required to work one and one-half (1-1/2) hours before or beyond his/her normal working day or on overtime for emergency purposes or for extended work periods of five (5) or more hours in length on a day that is not the employee's regular workday, and the employee is not exercising flexible work hours, the employee shall be entitled to one of the following options:

- a. Reimbursement for the actual cost of a prepared meal or ready to eat food item from a restaurant/eatery/grocery-type store (dine in or carry out) for the employee's consumption. Meals shall be purchased shortly prior to (within one to two hours), during or shortly upon release (within one to two hours) from the overtime assignment. Reimbursement shall not exceed \$18.00, plus tip (not to exceed 15%) and applicable taxes. Reimbursement is contingent upon the employee providing receipts.

- b. A \$16.00 cash payment, with no receipts required. Cash payments may be taxable to the employee.

The first paragraph of this section notwithstanding, during annual maintenance (i.e., “outage”), a Power System employee whose normal workday is 10 hours shall be entitled to a meal allowance as set forth above if such employee is required to work one (1) hour before or beyond the normal workday. The employee shall not be eligible for more than one reimbursed meal or one cash payment per day.

Effective January 1, 2024, the \$18.00 meal reimbursement and the \$16.00 cash payment shall both be increased by 15%.

ARTICLE 30 - COSTS OF JOB-REQUIRED CERTIFICATES AND LICENSES

If a current regular employee's job requires a California Class A driver’s license, the Agency shall pay the fees for such license. In addition, the Agency shall pay for the physical examination required biannually for such license.

ARTICLE 31 - TRAVEL

When travel is authorized, this will include reimbursement only for actual travel costs, bridge tolls, parking, lodging, and registration fees.

When employees are required to attend training away from the jobsite, employees will be compensated for the time required to travel to and from the training as normal work time. If employees are permitted to drive their own vehicle, they will receive mileage at the rate currently recognized by the Internal Revenue Service.

ARTICLE 32 - MILEAGE

The Agency will reimburse mileage at a rate equal to the standard rate recognized by the Internal Revenue Service.

SECTION 7 – CONDITIONS OF EMPLOYMENT

ARTICLE 33 - PERSONNEL RULES ADMINISTRATION

The Agency agrees to apply the Personnel Rules uniformly between Water Systems and the Power System.

ARTICLE 34 - WORK ASSIGNMENTS

The Agency shall give a five- (5) day written notice to an employee prior to a permanent change of assignment.

ARTICLE 35 - JOB DESCRIPTIONS

The Union and Agency shall meet and confer on all new classifications and changes to existing job descriptions.

ARTICLE 36 - FILLING OF VACANT POSITIONS

1. All vacancies within the bargaining unit, other than Hydro Utility Worker I, shall be posted in-house for five (5) working days prior to external recruitment efforts.
2. Interested regular and probationary employees must submit a completed application. A resume may be required.
3. All interested regular and probationary employees who meet the minimum qualifications will be examined, and if they pass the examination, they will be interviewed, in addition to the top scores certified to the Department Manager.
4. If all qualifications are met, the Agency shall endeavor to fill a vacant position from in-house.
5. Interested candidates who are not appointed may request information from the Director of Administrative Services or designee on how to better prepare for this or other positions in the future.
6. Job postings will indicate the department and location of the position.

ARTICLE 37 - PERFORMANCE EVALUATION REVIEW

No performance evaluation shall be placed in a department file, nor shall it be transmitted to the Agency personnel files until the employee has reviewed the evaluation with the rating supervisor, and if requested by the employee, such employee has reviewed the evaluation personally with the General Manager or designee. The employee has a right to read, sign, and file a written response to both favorable and unfavorable entries. A signing is not an admission by the employee of the truth of such entries, but rather only an acknowledgement of notification. The employee's written response, if any, shall be transmitted to the Agency personnel file. The employee's written response, if any, shall be submitted within 30 days of the employee's receipt of the evaluation and transmitted to the Agency Personnel files.

ARTICLE 38 - TRAINING

Training shall be available and uniformly applied to all Power System Employees.

ARTICLE 39 - SAFETY COMMITTEE

There shall be an Agency-wide Safety Committee that will be governed under its own by-laws.

ARTICLE 40 - STANDARDS OF CONDUCT AND DISCIPLINARY ACTION

It is the general policy of the Agency to use progressive discipline to correct behavioral and performance deficiencies. Regular employees may be disciplined for just cause only, and discipline will be either informal or formal. Informal discipline shall include oral and written reprimands. Formal discipline shall include suspension, demotion, in-grade salary reduction, and discharge.

A. Letter of Reprimand

1. Letters of reprimand shall not be appealable, except the employee may have an administrative review of the reprimand by submitting a request in writing within five (5) working days to the General Manager or designee. The General Manager or designee will schedule a private meeting within five (5) working days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the General Manager or designee within five (5) working days of the meeting. This Section shall not be subject to the Grievance Procedure.
2. Upon employee request, such letter will be withdrawn from an employee's official personnel file two (2) years from the date of issue provided there have not been

related letters of reprimand issued or additional formal discipline imposed during the two (2) year period.

B. Formal Disciplinary Actions

An employee shall have the right to representation during the formal disciplinary process.

1. If the Agency, after investigation, intends to take disciplinary action against an employee other than oral or written reprimand, it shall give the affected employee written notice of the intended disciplinary action, including the causes for the intended disciplinary action, the acts or omissions that constitute the causes of the intended disciplinary action, the material upon which the action was based, the effective date of the intended disciplinary action, and the employee's assigned Skelly Officer.
2. The affected employee shall have the right to a pre-disciplinary review process (Skelly process). The employee or his/her representative shall have up to five (5) working days from the notice of intent to take action to contact the Skelly Officer to schedule a response to the proposed disciplinary action. The Skelly Officer shall make a recommendation to the General Manager or designee within five (5) working days of the meeting.
3. The General Manager or designee shall consider the recommendations and issue a final written determination within five (5) working days. If discipline is imposed, the employee may appeal the action under Section C of this Article.
4. If an individual employee covered by this MOU files an appeal of discipline and Local 39 does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of Local 39 in the appeal process pursuant to this MOU, including, but not limited, to the cost of the arbitrator.

C. Appeal Hearing Procedure - Arbitration

After the Agency issues its final written determination, the employee or his/her representative may appeal the disciplinary action as follows:

1. Request for arbitration shall be made in writing to the General Manager or designee within 10 standard working days after the date of the General Manager's or designee's response. An impartial arbitrator shall be selected jointly by the parties within 10 standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list, and the

remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the discipline.

2. The arbitrator, with input from both parties, shall set the date, time, and place for the hearing. The arbitrator shall render his/her decision no later than 30 working days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this MOU and shall be final and binding on the Agency, the Union, and the employee. The decision will be in writing, and copies of the decision will be furnished to all parties.
3. The arbitrator shall have no authority to add to, delete, or alter any provision of this MOU, but shall limit his/her decision to the scope, application and interpretation of the provisions of this MOU and shall make no decisions in violation of existing law.
4. The Agency and the employee or his/her representative each shall bear one-half (1/2) the cost of the arbitrator. If either party requests a court reporter be present during the arbitration hearing, all costs associated with the court reporter shall be borne by the requesting party, unless a court reporter is mutually agreed upon in writing by both parties.
5. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

D. In-Lieu Discipline

By mutual agreement between the General Manager or designee and the employee, an employee suspended from duty without pay may forfeit accumulated leave credits, excluding sick leave, in lieu of the suspension. The Agency shall not deny use of accumulated leave credits in an attempt to persuade the employee to waive his/her appeal rights. If the suspension is reduced or reversed at the conclusion of the appeal process, the Agency shall reinstate the forfeited credits. This provision shall not be subject to the Grievance Procedure within this MOU.

ARTICLE 41 - EMPLOYEE GRIEVANCE PROCEDURE

A. Employee Grievance Procedure

Purpose:

In order to establish a harmonious and cooperative relationship between the Agency and its employees and to keep open channels of communication, it shall be the Agency's policy to provide for the settlement of differences through an orderly grievance procedure. It is the Agency's policy to assure its employees the right of access to this procedure in good faith, free from interference, restraint, coercion, or reprisal. The procedure applies to all employees and Local 39 bargaining unit representatives of this MOU.

It is the intent of the parties to resolve grievances at the lowest practicable level and as promptly as possible. Any grievance not initiated or pursued by the Union, aggrieved employee, or group of employees, as the case may be, within the time limits of the steps, will be considered settled on the basis of the last timely answer by the Agency.

If the Agency does not meet the time limits, the Union may process the grievance to the next step of the Grievance Procedure. The time limits may be extended by written agreement of both parties.

Definition:

1. A grievance is a dispute between the Agency and the Union or a good faith complaint of an employee or group of employees involving the meaning, interpretation, application, or enforcement of the express terms of this MOU and the Agency's Personnel Policy.
2. As used in this procedure, the term "Supervisor" means the individual to whom an employee has a direct reporting relationship.
3. As used in this procedure, the term "party" means an employee, the Union, the Agency, or their authorized representatives.
4. As used in this procedure, the term "standard workdays" means "Monday through Friday," excluding holidays.

Procedure:

Grievances will be processed in the following manner and within the stated time limits.

Informal Grievance:

The aggrieved employee or group of employees or a representative of the Union shall orally present the grievance to the employee's Supervisor or his/her designated representative within five (5) standard working days following the occurrence of events on which the grievance is based. The Supervisor shall give his/her answer within five (5) standard working days of the date of presentation of the grievance. Grievance settlements at the informal level shall set no precedents in any future MOU interpretation.

Formal Grievance Step 1:

If the grievance is not resolved at the informal level, the grievant may present the grievance to the Human Resources Manager or designee in writing within 10 standard working days after the Supervisor's answer. The grievance shall be submitted in writing on the grievance form provided by the Agency. The written grievance shall set forth the alleged facts or circumstances giving rise to the grievance, the applicable section of the MOU asserted to have been violated, and the remedy or correction requested of the Agency. The written grievance must be dated and signed by the grievant or Union representative. The Human Resources Manager or designee shall meet with the aggrieved employee and/or the Union representative within five (5) standard working days after receipt of the written grievance in an attempt to resolve the matter. The Human Resources Manager or designee shall respond in writing within 10 standard working days after the grievance meeting.

Formal Grievance Step 2:

If the grievance is not satisfactorily resolved at Formal Step 1, the written grievance may be presented to the General Manager or designee within 10 standard working days after receipt of the Human Resources Manager's or designee's written answer. The General Manager or designee shall meet with the aggrieved employee, or group of employees, and/or the Union Representative within five (5) standard working days after receipt of the written grievance in an attempt to resolve the grievance. The General Manager or designee shall render a written decision on the grievance to the Union within 10 standard working days after the meeting.

Formal Grievance – Arbitration:

1. Grievances not settled in Formal Step 2 of the Grievance Procedure may be appealed to arbitration by the Union. Request for arbitration shall be made in writing to the General Manager or designee within 10 standard working days after the date of the General Manager's or designee's response. An impartial arbitrator shall be selected jointly by the parties within 10 standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The

parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the grievance.

2. The arbitrator, with input from both parties, shall set the date, time, and place for the hearing. The arbitrator shall render his/her decision no later than 30 calendar days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this MOU and shall be final and binding on the Agency, the Union, and the employee(s). The decision will be in writing, and copies of the decision will be furnished to all parties.
3. The arbitrator shall have no authority to add to, delete, or alter any provision of this MOU but shall limit his/her decision to the scope, application, and interpretation of the provisions of this MOU and shall make no decisions in violation of existing law.
4. The Agency and the employee, or group of employees, or their representative, each shall bear one-half (1/2) the cost of the arbitrator. If either party requests a court reporter be present during the arbitration hearing, all costs associated with the court reporter shall be borne by the requesting party, unless a court reporter is mutually agreed upon, in writing, by both parties.
5. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

B. General Provisions

1. The Union Business Representative or designee shall have the authority to settle grievances for either the Union or employees at the respective steps of the Grievance Procedure.
2. An employee or group of employees may present a grievance to Agency management during working hours without loss of compensation. Time off for the employee or group of employees to present the grievance shall not be unreasonably denied.

C. Time Extension

The parties by mutual written consent may extend any of the time limits set forth in this article.

ARTICLE 42 - JOB ABOLISHMENT/LAY OFF

Thirty days before the effective date of a lay off, the Appointing Authority shall file notice of the intended action with reasons therefore. A copy of such notice along with a copy of this Article shall be personally served or sent certified mail, return receipt requested, to the employee affected.

The Appointing Authority may lay off employees in accordance with the provisions of this article for any of the following reasons:

1. Necessity based on lack of funds or work; or
2. Advisable in the interest of economy to reduce staff; or
3. Return of another employee with greater seniority from leave of absence.

Regular and probationary employees laid off shall be placed on a re-employment list for the class in which they were last employed for two (2) years from the date of lay off.

No probationary or regular employee shall be laid off until all extra help, provisional, probationary, and regular employees whose last recorded performance rating is unsatisfactory, serving in the class or classes affected have been laid off. Probationary and regular employees shall then be laid off in the inverse order of their services with the Agency; probationary and regular employees in the classes affected who have the least amount of service shall be laid off first.

In lieu of being laid off, an employee may elect demotion to:

1. Any class with the same or lower maximum salary in which he/she had served under regular or probationary status, or
2. A class in the same line of work as the class of layoff, but of lesser responsibility. With the consent of the Appointing Authority, the demotion to another division may occur.

An employee demoted under (1) or (2) above, may not displace an employee whose total service exceeds that of the employee being demoted.

To be considered for demotion in lieu of lay off, an employee must notify the Appointing Authority in writing of such election not later than five (5) working days after receiving notice of layoff. Any employee replaced by such demotion shall have the same rights afforded by this section. The salary of the demoted employee shall be determined in accordance with Section 2251 of the Personnel Rules.

If there is re-employment of laid off employees, employees shall be re-employed in the inverse

order of their lay off provided the work is in the same class as the position from which they were laid off.

Notice of re-employment shall be personally served or sent certified mail, return receipt requested, to the last known address of the employee. The laid off employee must notify the Agency's Administrative Services Department in writing of their intention to return with seven (7) calendar days after receipt of the re-employment notice. The Agency shall be deemed to have fulfilled its obligation by mailing the notice to the mailing address provided by the employee. It is the obligation of the employee to provide the Agency's Administrative Services Department with his/her current address or where they may be contacted if leaving the area temporarily.

ARTICLE 43 - EMPLOYMENT STATUS - RE-DEFINITION

It is agreed to redefine employee employment status as "regular" rather than "permanent" as follows:

A. Definitions

1. Regular Full-Time Position: A position established and allocated by the Board within which a full-time employee works on a continuous basis, 40 hours per week, 2,080 hours per year.
2. Regular Part-Time Position: A position established and allocated by the Board, on a year-round basis, requiring work on a regular schedule of less than 40 hours per week.

B. Employment Status

1. Employment Status: Regular - Regular status is acquired by an employee upon successful completion of the required probationary period for the regular full-time or part-time position to which they are appointed.
2. Probationary Period: All new employees will serve a one-year probationary period. At the successful completion of 90 days of employment, they will be eligible for sick leave benefit accrual and use, and after successful completion of 13 pay periods, they will be eligible for vacation benefit accrual and use.

ARTICLE 44 - EMPLOYEE SERVICE CREDIT

Employees hired after February 16, 1989, who are thereafter advanced from probationary, provisional, seasonal, temporary, or extra help status to regular status without a break in service shall receive full credit for all time served as either a probationary, provisional, seasonal,

temporary, or extra help employee in determining employee benefits.

SECTION 8 – MISCELLANEOUS

ARTICLE 45 - CASH AWARDS PROGRAM

As provided for in Personnel Rule Section 2124, the Agency will have a cash awards program. The amount awarded will be 50% of the first year's savings resulting from implementation of the suggestion provided that no awards in excess of \$5,000 will be paid and further provided that suggestions that produce savings less than \$125 will not be eligible for awards. Determination of the amount to be awarded shall be made by the cash awards committee with the approval of the Board of Directors. The cash awards committee shall make an initial determination of the amount of savings produced by the suggestion and forward its findings to the Board of Directors. The Board of Directors may accept or modify the committee's findings and the final determination of the Board of Directors as to the amount of first year's savings shall determine the amount of the award.

ARTICLE 46 - EXEMPLARY PERFORMANCE AWARD COMMITTEE

A program described in Appendix B shall be maintained for the term of this agreement.

ARTICLE 47 - SATELLITE TELEVISION

The Agency will provide satellite television with local stations at the Hell Hole residences.

ARTICLE 48 - TEMPORARY CHANGE OF HEADQUARTERS

1. The Agency may assign Power System employees to temporary work headquarters at the Hell Hole dormitory throughout the duration of work assignments that are most efficiently and economically accomplished with this change of headquarters location.
2. If the Agency provides prepared meals and housekeeping help during such work assignments for employees who choose to stay at the Hell Hole dormitory, the employees shall be paid only for actual time worked on the job. Those employees who do not choose to stay at the Hell Hole dormitory during the duration of the work assignment may commute to the temporary headquarters on their own time and in their own vehicles.

3. If during short periods of time under emergency situations the Agency is unable to provide prepared meals and house-cleaning help, the Agency shall provide meal ingredients and the employees shall prepare the meals for themselves. Under such conditions which are intended to apply only during emergencies, the employees shall be paid their regular hourly rate of pay for the actual time engaged in meal preparation, not to exceed two (2) hours per day. The Agency may assign certain employees to perform some of these duties during normal working hours in an effort to expedite the work under such circumstances.
4. If the Agency requires employees to commute on their own time and in their own vehicles to the temporary headquarters, they shall receive mileage reimbursement. In such cases, the employee shall be reimbursed at the rate currently recognized by the Internal Revenue Service for mileage driven each way between the Foresthill PCWA Power Division Headquarters and the temporary headquarters for each day they do such commuting.
5. Employees who are assigned to temporary work headquarters at the Hell Hole dormitory may eat Agency-provided meals.
6. Employees who are assigned to temporary work headquarters at Hell Hole shall commute on Agency time at the beginning of the work week and at the end of the work week.
7. Employees may tow a private boat or utility trailer with an Agency vehicle to and from temporary assignment to the Hell Hole dormitory provided they sign a "hold-harmless" agreement, and provided other potential legal or liability problems do not become evident.
8. Employees so assigned may also use an Agency vehicle to drive to Hell Hole Reservoir after work hours if their personal vehicle is not available.
9. Employees so assigned may also use the Agency boat after work, provided adequate insurance coverage is provided.
10. The Agency will provide a pool table for the dormitory.
11. The Agency will make a reasonable effort to schedule routine work to minimize the length of temporary assignments to the Hell Hole area, provided work assignments can be accomplished efficiently and economically.
12. The Agency will make a reasonable effort to make work assignments to the Hell Hole area on a four-day, 10-hours per day basis.

ARTICLE 49 - CAPPa COOPERATION AGREEMENT

When the Agency receives a request for assistance from another CAPPa participating agency, the Agency will consider the request in accordance with the parameters outlined in the Agreement. If the request includes the utilization of Agency personnel, the Agency will solicit employee participation on a voluntary basis based upon specific skills needed. In the event that more employees than are needed volunteer to participate in providing assistance in CAPPa-related emergency assignments, employees will be selected for such assignments on the basis of skill set expertise and Agency seniority.

Employees volunteering and selected to participate in CAPPa-related emergency assignments will be administered and compensated per current MOU provisions for hours, wages, and conditions of employment during and outside of their regularly scheduled work shifts. In addition, the following parameters will be exercised:

1. When working in a CAPPa-related assignment, Agency employees may receive direct supervision from another Agency employee/supervisor or the employee of another CAPPa participating agency. Such direction from non-Agency employees will be in accordance with current MOU provisions and recognized industry standards, protocols, and safe working conditions.
2. CAPPa-related work assignments requiring travel and overnight stays away from home for more than three (3) consecutive work days will be reevaluated, and the volunteering employee will have the option of declining further participation beyond the third working day.
3. When employees volunteering for CAPPa-related work assignments are required to travel to and from other employers' work sites, compensation for the employees will be derived using a "port-to-port" approach if the employees are required to stay overnight at or near the other employers' work sites. If the employees report directly to the other employers' work sites from their regular assignments, their compensation continues seamlessly. Where possible, employees reporting to other employers' work sites for CAPPa-related work assignments will be allowed to use Agency vehicles for travel from the employees' Agency work site to the other employers' work sites. Additionally, employees will be allowed to use such assigned Agency vehicles for reasonable transportation to lunch during work hours, as appropriate, and after work hours for transportation to dinner, if employees are required to stay overnight at or near the other employers' work sites.

Costs and reimbursement amounts associated with travel for CAPPa-related work assignments will be administered and compensated per current MOU provisions.

4. Employees volunteering for CAPPa-related assignments will receive any overtime, night differential, and/or premium pay as warranted in the current MOU.

ARTICLE 50 - ENTIRE AGREEMENT

This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as otherwise provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its rights to negotiate with respect to any matter raised in negotiations or covered in this Agreement for the duration of the Agreement.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY ENGINEERS
LOCAL 39, AFL-CIO:


Bart Florence, Business Manager


Jeff Gladioux, President


Charlie Solt, Director of Public Employees


Jordan Helm, Shop Steward


Jason Bergman, Shop Steward

PLACER COUNTY WATER AGENCY:


Andy Fecko, General Manager


Nicole Skarda, Administrative Services
Manager


Michael Willihnganz, Director of
Administrative Services


Jay L'Ettrange, Director of Power
Generation Services

APPENDIX A

POWER SYSTEM UNIT CLASSIFICATION LISTING

CLASSIFICATION	RANGE
Hydro Communications Technician	9.0
Hydro Electrical Machinist	8.5
Hydro Electrical Technician	9.0
Hydro Maintenance Specialist	9.75
Hydro Maintenance Supervisor (Electrical)	13.0
Hydro Maintenance Supervisor (Mechanical/Civil)	11.0
Hydro Operations Supervisor	12.0
Hydro Plant Electrician	8.0
Hydro Plant Mechanic	6.0
Hydro Roving Operator	7.0
Hydro Station Operator	5.0
Hydro Utility Worker I	1.0
Hydro Utility Worker II	3.0

APPENDIX B

EXEMPLARY PERFORMANCE AWARD

Believing its employees to be its most valued resource, it is the Agency's intent to recognize, encourage, and reward exemplary performance by its employees.

The Exemplary Performance Award acknowledges PCWA employees who inspire commitment to the Agency vision, mission, and goals. The Agency defines an Exemplary Employee as one who exhibits selflessness, unwavering commitment, and resolve to get the job done and/or contributes insight, knowledge, or skills above and beyond expectations. The Exemplary Performance Award is the highest honor awarded to employees at PCWA.

The Exemplary Performance Award may be used to recognize contributions such as:

1. Advancing Agency or countywide initiatives and services through outstanding leadership
2. Consistently enhancing the quality and productivity of the workforce while demonstrating enthusiasm and dedication to the job
3. Working with others in achieving the overall goals of Agency-wide objectives, department assignments, or events
4. Demonstrating exceptional initiative or skill in the development of new or improved work methods and/or procedures

Awards:

The Exemplary Performance Award is an annual award. The total of all cash awards shall not exceed \$5,000 in a calendar year. Each program award shall consist of a cash award of \$1,250 (less tax), an award plaque, and a letter of commendation.

Ceremony:

The Exemplary Performance Award ceremony celebrates employees who excel above and beyond what is expected and also recognizes them in June at the PCWA Business Center. The ceremony is scheduled for 1-1/2 hours and takes the place of regularly scheduled work. All recipients and PCWA employees are invited to attend the event. Award recipients are encouraged to invite family and friends. Award recipients are also recognized by the General Manager, the Board of Directors, and the public at the second Board meeting in June.

Committee:

The committee shall be comprised of five voting members with one representative from Customer Services, Field Services, Technical Services, Power System, and Administration (Administrative Services, Financial Services, Strategic Affairs, Energy Marketing, Legal, and the General Manager's Office). One of the five voting members may be a management employee. The intent of the committee is to have broad representation and perspective across the Agency, not departmental representation. Committee members shall not serve as advocates for their particular departments but, rather, shall evaluate each nomination objectively in accordance with the award evaluation criteria. In addition to the five voting members identified herein, a non-voting facilitator from Administrative Services (Director of Administrative Services or designee) will also be included on the committee.

Eligibility:

Eligible recipients must be part of the Local 39 Bargaining Unit, be in good standing, and have not received the award in the past three (3) years.

Nominations:

Nominations are accepted through May 1st of each year. Only nominations made by Local 39 Bargaining Unit Members will be accepted. There will be no obligation on the part of the Agency to select an Exemplary Employee if, in the opinion of the committee, no employee is found eligible for an award or if no nominations are submitted. If there are remaining funds in a calendar year, they will be used for additional Employee Recognition and Rewards Program expenses.



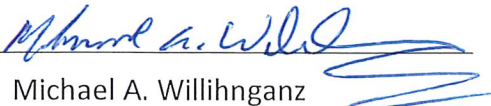



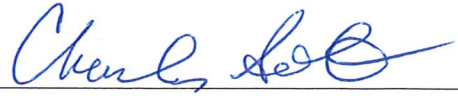
Side Letter
 To
 Placer County Water Agency
 Memorandum of Understanding
 With Local 39 Stationary Engineers
 Representing Power System Employees
 2021 – 2025

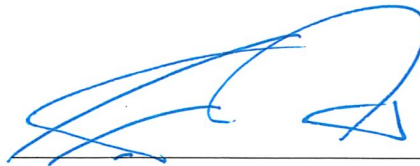
The following Article will be added to SECTION 6 -- REIMBURSEMENTS:

ARTICLE 33 – SMARTPHONE STIPEND

When it is necessary for an employee to be accessible via telephone and/or email to conduct Agency business, the Agency may issue the employee an Agency-owned smartphone or similar device. Alternatively, an employee who has a need for a smartphone or similar device in order to conduct Agency business may elect to use their personal device and receive a monthly stipend of \$50 to help defray a portion of the cost of that personally owned device. An employee who is assigned an Agency device or elects to use their own device for Agency business shall abide by all terms and conditions of the Agency’s Mobile Communication Device and Use Policy.

The undersigned so agree:

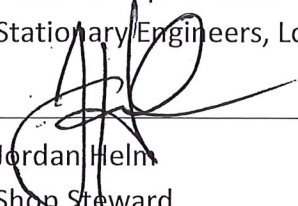
 Michael A. Willihnganz Director of Administrative Services Placer County Water Agency	<u>6-24-21</u> Date	 Bart Florence Business Manager Stationary Engineers, Local 39	<u>6/18/21</u> Date
 Nicole Skarda Administrative Services Manager Placer County Water Agency	<u>6/24/2021</u> Date	 Jeff Gladieux President Stationary Engineers, Local 39	<u>6/18/21</u> Date
		 Charlie Solt Director of Public Employees Stationary Engineers, Local 39	<u>6/14/21</u> Date



5/11/21

Stephen Hatch
Business Representative
Stationary Engineers, Local 39

Date



4/28/2021

Jordan Helm
Shop Steward
Stationary Engineers, Local 39

Date



4-28-21

Jason Bergman
Shop Steward
Stationary Engineers, Local 39

Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Power System Employees
2021 – 2025

The following changes shall be made to Appendix B, Exemplary Performance Award:

Eligibility:

Eligible recipients include all regular employees in good standing who have not received the award in the past three (3) years, excluding management employees.

Nominations:

Nominations are typically accepted through May 1st of each year. There will be no obligation on the part of the Agency to select an Exemplary Employee if, in the opinion of the committee, no employee is found eligible for an award or if no nominations are submitted. If there are remaining funds in a calendar year, they will be used for additional Employee Recognition and Rewards Program expenses.

The undersigned so agree:

 Michael A. Willihnganz Director of Administrative Services Placer County Water Agency	6-23-21 _____ Date	 Bart Florence Business Manager Stationary Engineers, Local 39	9/16/21 _____ Date
 Nicole Skarda Administrative Services Manager Placer County Water Agency	4/23/2021 _____ Date	 Jeff Gladieux President Stationary Engineers, Local 39	9/17/21 _____ Date
		 Charlie Solt Director of Public Employees Stationary Engineers, Local 39	8/13/21 _____ Date



7/2/21

Stephen Hatch
Business Representative
Stationary Engineers, Local 39

Date



6/24/2021

Jordan Helm
Shop Steward
Stationary Engineers, Local 39

Date



6/29/2021

Jason Bergman
Shop Steward
Stationary Engineers, Local 39

Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Power System Employees
2021 – 2025

The following changes shall be made to Article 28, Uniforms:

The section of Article 28 addressing the protective footwear stipend shall be designated as follows:

A. Protective Footwear Stipend

The following section shall be added to Article 28, Uniforms:

B. Uniform Allowance



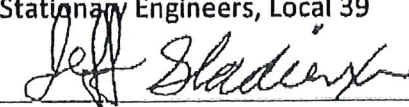
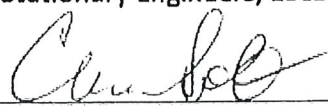
The Agency provides uniforms and uniform maintenance for positions required to wear an Agency uniform while performing Agency work. The value of the purchase, rental, and/or maintenance of the uniform is considered a ready substitute for personal attire that the employee would otherwise need to acquire and maintain. The value of Agency-provided uniforms is special compensation (i.e., wages earned) for CalPERS Classic Members and shall be reported as such to CalPERS pursuant to Section 571, subsection (a)(5) in Title 2 of the California Code of Regulations. CalPERS Classic Members are defined as employees who were hired prior to January 1, 2013, or those hired on or after that date with prior CalPERS membership. Employees are required to pay the appropriate member contribution rate (i.e., 8%) to CalPERS for the Uniform Allowance via payroll deduction. Clothing and other items used solely for the employee's personal health and safety are excluded from the CalPERS special compensation reporting requirement.

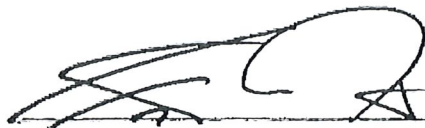
Full-time CalPERS Classic Members in the following job classifications who are required to wear a uniform while on duty shall have the value of a Uniform Allowance reported to CalPERS as special compensation in an amount not to exceed \$1,315.00 annually or \$50.54 per pay period, based upon 26 pay periods:

Classification or Position
Hydro Communications Technician
Hydro Electrical Machinist
Hydro Electrical Technician
Hydro Maintenance Supervisor, Electrical
Hydro Maintenance Supervisor, Mechanical/Civil
Hydro Operations Supervisor
Hydro Plant Electrician
Hydro Plant Mechanic
Hydro Roving Operator
Hydro Station Operator
Hydro Utility Worker I/II

The value of the Uniform Allowance as special compensation shall be reported retroactively to CalPERS for eligible Classic Members in an amount not to exceed \$260 annually or \$10.00 per pay period (based upon 26 pay periods) for the time period September 1, 2014 through August 31, 2021. The Agency shall pay both the employee and employer share of the CalPERS contribution for this retroactive special compensation.

The undersigned so agree:

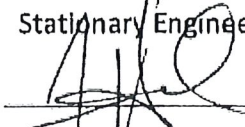
	<u>6-10-21</u>		<u>8/4/21</u>
Michael A. Willihnganz	Date	Bart Florence	Date
Director of Administrative Services		Business Manager	
Placer County Water Agency		Stationary Engineers, Local 39	
	<u>6/10/2021</u>		
Nicole Skarda	Date	Jeff Gladieux	Date
Administrative Services Manager		President	
Placer County Water Agency		Stationary Engineers, Local 39	
			<u>5/13/21</u>
		Charlie Solt	Date
		Director of Public Employees	
		Stationary Engineers, Local 39	



Stephen Hatch
Business Representative
Stationary Engineers, Local 39

7/19/20

Date



Jordan Helm
Shop Steward
Stationary Engineers, Local 39

6/21/2021

Date



Jason Bergman
Shop Steward
Stationary Engineers, Local 39

6/22/2021

Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Power System Employees
2021 – 2025

The purpose of this Side Letter is to memorialize an agreement which allows the Agency to install a Fleet Management Global Positioning System (GPS) on all vehicles in the Agency's fleet. Article 50 is a new Article added to the MOU. The previous Article 50, titled Entire Agreement, is now Article 51 with language which remains unchanged.

The following revisions will be made to SECTION 8 – Miscellaneous, of the MOU:

ARTICLE 50 – FLEET MANAGEMENT GPS

A Fleet Management Global Positioning System (GPS) will be added to and activated on all vehicles in the Agency's fleet of vehicles.

1. The purpose of the Agency's Fleet Management GPS is to record daily and annual miles per vehicle. This information will be used to manage vehicle maintenance, project fuel costs, and determine the infrastructure that will be required to sustain the electrification of all Agency vehicles as mandated by State of California regulations.
2. The Fleet Management GPS will provide increased employee safety, especially for those employees who drive alone in an Agency vehicle.
3. The Fleet Management GPS shall not be used as a surveillance tool to monitor the work activities of employees.
4. Historical data contained within the Fleet Management System shall be maintained for a minimum of one year may be retained for a longer period of time at the discretion of the Agency.
5. In addition to using historical data for fleet maintenance, budgeting and the determination of infrastructure needs, GPS data may be used as part of an accident investigation or in response to a citizen's complaint.

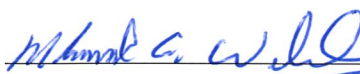


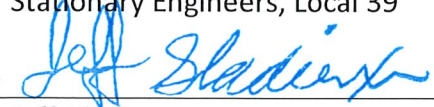
6. GPS data shall not be used as the sole basis to initiate an employee investigation and/or to discipline an employee but may be used to corroborate other independently obtained evidence of misconduct.
7. Access to information from the Fleet Management GPS shall be limited to those departments and programs with a well-defined business need. Departments or programs which may access GPS information for specified reasons are:
 - Financial Services for budgeting and infrastructure planning
 - Fleet Maintenance for vehicle maintenance
 - Risk Management for accident investigations and responses to vehicle complaints from the public
 - Human Resources which may access the data to corroborate other independently obtained evidence of employee misconduct

An immediate supervisor or manager may access vehicle location data only when there is an emergency and a concern for an employee's well-being and safety.

ARTICLE 51 – ENTIRE AGREEMENT

This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as otherwise provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its rights to negotiate with respect to any matter raised in negotiations or covered in this Agreement for the duration of the Agreement.

The undersigned so agree:

 _____ Michael A. Willihnganz Director of Administrative Services Placer County Water Agency	1-26-22 _____ Date	 _____ Bart Florence Business Manager Stationary Engineers, Local 39	2/28/2022 _____ Date
 _____ Nicole Skarda Administrative Services Manager Placer County Water Agency	1/26/2022 _____ Date	 _____ Jeff Gladieux President Stationary Engineers, Local 39	_____ _____ Date



Charlie Solt
Director of Public Employees
Stationary Engineers, Local 39

2/22/22

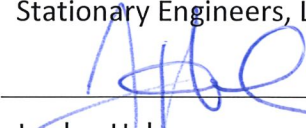
Date



Stephen Hatch
Business Representative
Stationary Engineers, Local 39

2/22/22


Date



Jordan Helm
Shop Steward
Stationary Engineers, Local 39

2/3/2022

Date



Jason Bergman
Shop Steward
Stationary Engineers, Local 39

2/1/2022

Date



Side Letter
 To
 Placer County Water Agency
 Memorandum of Understanding
 With Local 39 Stationary Engineers
 Representing Power System Employees
 2021 – 2025

The following language will replace Article 14 – Stand-By Pay – Hydro Roving Operators and Hydro Station Operators:

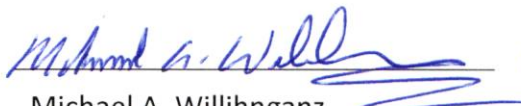

ARTICLE 14 – STAND-BY PAY

When the Agency places an employee on Stand-By duty, the employee is required:

1. To be ready to respond immediately to calls for service;
2. To be reachable by telephone/pager;
3. To be available to utilize any appropriate type of electronic or computerized means of response, including SCADA, smartphones, and mobile computers;
4. To remain within a reasonable distance of the work location, and
5. To refrain from activities that might impair his/her ability to perform assigned duties.

Employees shall be compensated for Stand-By duty at the rate of the equivalent of 2.0 hours wages per day for all days for 24 hours of Stand-By duty, or any portion thereof. Such pay shall be paid in the pay period earned. In addition, if an employee on Stand-By duty is called to active duty, he or she shall be paid at the overtime rate for a two- (2) hour minimum or the time actually worked, whichever is greater.

The undersigned so agree:

 Michael A. Willihnganz Director of Administrative Services Placer County Water Agency	10-19-22 Date	 Bart Florence Business Manager Stationary Engineers, Local 39	1/5/23 Date
--	------------------	---	----------------

Nicole Skarda

Nicole Skarda
Administrative Services Manager
Placer County Water Agency

10/19/2022

Date

Jeff Gladieux

Jeff Gladieux
President
Stationary Engineers, Local 39

Date

Brandy Johnson

Brandy Johnson
Director of Public Employees
Stationary Engineers, Local 39

12/27/22

Date

Stephen Hatch

Stephen Hatch
Business Representative
Stationary Engineers, Local 39

12/1/22

Date

Jordan Helm

Jordan Helm
Shop Steward
Stationary Engineers, Local 39

11/7/22

Date

Jason Bergman

Jason Bergman
Shop Steward
Stationary Engineers, Local 39

11/7/22

Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Power System Employees
2021 – 2025

The following language will replace Article 49 – CAPP A COOPERATION AGREEMENT:

ARTICLE 49 – COOPERATION AND MUTUAL ASSISTANCE AGREEMENTS

A. CAPP A Cooperation Agreement

When the Agency receives a request for assistance from another CAPP A participating agency, the Agency will consider the request in accordance with the parameters outlined in the Agreement. If the request includes the utilization of Agency personnel, the Agency will solicit employee participation on a voluntary basis based upon specific skills needed. In the event that more employees than are needed volunteer to participate in providing assistance in CAPP A-related emergency assignments, employees will be selected for such assignments on the basis of skill set expertise and Agency seniority.

Employees volunteering and selected to participate in CAPP A-related emergency assignments will be administered and compensated per current MOU provisions for hours, wages, and conditions of employment during and outside of their regularly scheduled work shifts. In addition, the following parameters will be exercised:

1. When working in a CAPP A-related assignment, Agency employees may receive direct supervision from another Agency employee/supervisor or the employee of another CAPP A participating agency. Such direction from non-Agency employees will be in accordance with current MOU provisions and recognized industry standards, protocols, and safe working conditions.
2. CAPP A-related work assignments requiring travel and overnight stays away from home for more than three (3) consecutive work days will be reevaluated, and the volunteering employee will have the option of declining further participation beyond the third working day.

3. When employees volunteering for CAPPAs-related work assignments are required to travel to and from other employers' work sites, compensation for the employees will be derived using a "port-to-port" approach if the employees are required to stay overnight at or near the other employers' work sites. If the employees report directly to the other employers' work sites from their regular assignments, their compensation continues seamlessly. Where possible, employees reporting to other employers' work sites for CAPPAs-related work assignments will be allowed to use Agency vehicles for travel from the employees' Agency work site to the other employers' work sites. Additionally, employees will be allowed to use such assigned Agency vehicles for reasonable transportation to lunch during work hours, as appropriate, and after work hours for transportation to dinner, if employees are required to stay overnight at or near the other employers' work sites.

Costs and reimbursement amounts associated with travel for CAPPAs-related work assignments will be administered and compensated per current MOU provisions.

4. Employees volunteering for CAPPAs-related assignments will receive any overtime, night differential, and/or premium pay as warranted in the current MOU.

B. California Utilities Emergency Association Mutual Assistance Agreement

The Agency is a member of the California Utilities Emergency Association and, as such, is a party to the Association's Mutual Assistance Agreement. The purpose of the Mutual Assistance Agreement is to provide a framework and procedures through which one member electric or gas utility may request and receive assistance from another member utility. Being a party to the Mutual Assistance Agreement does not require the Agency to provide assistance to another utility if or when assistance is requested. Pursuant to the terms of the Agreement, each party reserves the sole right to respond or decline to respond to a request for assistance on a case-by-case basis.

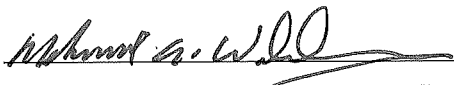


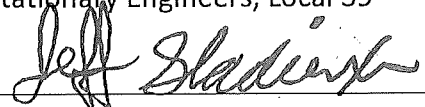
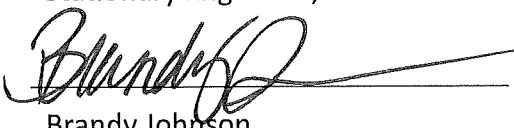
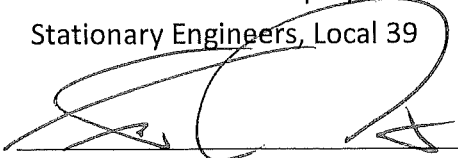
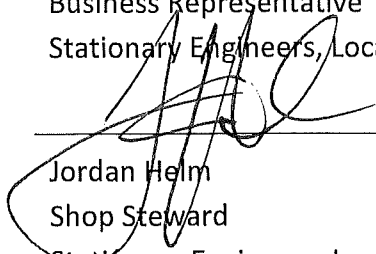
When the Agency receives a request to provide assistance under the Mutual Assistance Agreement, and agrees to provide such assistance in the form of Agency personnel, employee participation shall be solicited on a voluntary basis based upon the skill-set and expertise that is needed by the requesting utility. In the event there are more employee volunteers than needed to provide assistance, employees shall be selected on the basis of Agency seniority among those employees with the requisite skill-set.

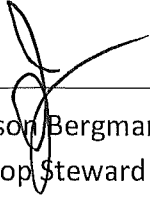
The following provisions shall apply to employees volunteering or selected to provide assistance to another utility in accordance with the Mutual Assistance Agreement:

1. Agency employees shall at all times continue to be employees of the Placer County Water Agency and shall at no time and for no purpose be deemed to be employees of the utility requesting assistance.

2. All terms and conditions of the Power System MOU shall be in full force and effect for employees providing assistance to another utility.
3. Agency employees providing assistance shall be supervised by an Agency supervisor, as deemed necessary, who shall be directly in charge of the employees who are providing assistance.
4. When reporting to the work site of a utility requesting assistance, employees shall be permitted to use Agency vehicles. Employees shall also be permitted to use Agency vehicles for reasonable transportation to lunch, as appropriate, and after work hours for transportation to dinner when overnight lodging is necessary to remain in close proximity to the location of the assistance.

The undersigned so agree:

 Michael A. Willihnganz Director of Administrative Services Placer County Water Agency	2-16-23 Date	 Bart Florence Business Manager Stationary Engineers, Local 39	4/6/23 Date
 Nicole Skarda Administrative Services Manager Placer County Water Agency	2/16/2023 Date	 Jeff Gladioux President Stationary Engineers, Local 39	 Date
		 Brandy Johnson Director of Public Employees Stationary Engineers, Local 39	 Date
		 Stephen Hatch Business Representative Stationary Engineers, Local 39	3/9/23 Date
		 Jordan Helm Shop Steward Stationary Engineers, Local 39	2/23/2023 Date



Jason Bergman
Shop Steward
Stationary Engineers, Local 39

2/27/23
Date



Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Power System Employees
2021 – 2025

The purpose of this Side Letter is to more accurately define the work week for employees who are on a work schedule consisting of five (5) eight- (8) hour work days. This schedule is referred to as a 5/8 schedule. The revised language will make the MOU consistent with the manner in which the work week for a 5/8 schedule has long been defined in practice.

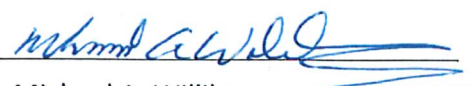

ARTICLE 7 – WORK WEEK AND BREAKS, A. Work Week, paragraph one, shall be replaced with the language presented below. The second paragraph under A. Work Week, remains unchanged.

ARTICLE 7 – WORK WEEK AND BREAKS

A. Work Week

The official work week for employees working a 5/8 schedule shall begin at 12:01 a.m. on Saturday and end at 12:00 midnight the following Friday. This may not be the case for those employees working a mutually agreed upon alternative work schedule (e.g., 9/80 schedule, 4/10 schedule). The work week for employees on a mutually agreed upon alternative work schedule shall be modified, as necessary, in order to remain in compliance with Federal and State labor regulations regarding work hours and overtime. A work day for purposes of holiday pay and floating holiday pay accruals shall be defined as an eight- (8) hour work day, regardless of an employee’s work schedule (e.g., 9/80 schedule, 4/10 schedule, or a traditional 5/8 schedule). Except as otherwise provided, an employee who occupies a regular full-time position shall work 40 hours each work week.

The undersigned so agree:

 Michael A. Willihnganz Director of Administrative Services Placer County Water Agency	6-5-23 Date	 Bart Florence Business Manager Stationary Engineers, Local 39	7/18/23 Date
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nicole skarda

6/15/2023

Jeff Gladieux

Nicole Skarda
Administrative Services Manager
Placer County Water Agency

Date

Jeff Gladieux
President
Stationary Engineers, Local 39

Date

Brandy J

Brandy Johnson
Director of Public Employees
Stationary Engineers, Local 39

Date

[Signature]

Stephen Hatch
Business Representative
Stationary Engineers, Local 39

6/21/23

Date

[Signature]

Jordan Helm
Shop Steward
Stationary Engineers, Local 39

6/20/23

Date

[Signature]

Jason Bergman
Shop Steward
Stationary Engineers, Local 39

6.20.23

Date



**Side Letter
To
Placer County Water Agency
Memorandum of Understanding
With Local 39 Stationary Engineers
Representing Power System Employees
2021 – 2025**

The purpose of this Side Letter is to memorialize the deletion of Article 45, Cash Awards Program, from the Power System Bargaining Unit MOU.

The Agency has seldom, if ever, used the Cash Awards Program as defined in Article 45 of the Power System Bargaining Unit MOU. The Agency recently reached agreement with Local 39 to delete Section 2124 of the Personnel Rules which established a Cash Award Plan. Furthermore, the Agency has several awards programs, including the Exemplary Performance Award, which can be used to recognize employees for their innovative or creative ideas, or improved work methods which will result in a cost savings for the Agency. As a result, and consistent with the deletion of Section 2124 of the Personnel Rules, the following Article will be deleted from the Power System Bargaining Unit MOU:

~~ARTICLE 45 – CASH AWARDS PROGRAM~~

~~As provided for in Personnel Rule Section 2124, the Agency will have a cash awards program. The amount awarded will be 50% of the first year's savings resulting from implementation of the suggestion provided that no awards in excess of \$5,000 will be paid and further provided that suggestions that produce savings less than \$125 will not be eligible for awards. Determination of the amount to be awarded shall be made by the cash awards committee with the approval of the Board of Directors. The cash awards committee shall make an initial determination of the amount of savings produced by the suggestion and forward its findings to the Board of Directors. The Board of Directors may accept or modify the committee's findings and the final determination of the Board of Directors as to the amount of first year's savings shall determine the amount of the award.~~

The undersigned so agree:

Michael A. Willihnganz 8-23-23 Bart Florence 9/27/23
Michael A. Willihnganz Date Bart Florence Date
Director of Administrative Services Business Manager
Placer County Water Agency Stationary Engineers, Local 39

Nicole Skarda 8/23/23 Jeff Gladieux 10/2/23
Nicole Skarda Date Jeff Gladieux Date
Human Resources Manager President
Placer County Water Agency Stationary Engineers, Local 39

Brandy Johnson _____ _____
Brandy Johnson Date
Director of Public Employees
Stationary Engineers, Local 39

Scott Lupu 9/15/2023
Scott Lupu Date
Business Representative
Stationary Engineers, Local 39

Jordan Helm 8/30/23
Jordan Helm Date
Shop Steward
Stationary Engineers, Local 39

Jason Bergman 8/30/23
Jason Bergman Date
Shop Steward
Stationary Engineers, Local 39